

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2015-055

Approving Central City Concern's Sale of Part of the County-Leased CATC Facility Premises, and Approving Related Agreements.

The Multnomah County Board of Commissioners Finds:

- a. In 2005, the County sold its building and adjoining $\frac{1}{4}$ block at the southeast corner of NE Martin Luther King, Jr. Blvd and NE Couch St, to Central City Concern (CCC) for \$1 on the condition that it be used to treat people for addictions and mental health pursuant to a Purchase and Sale Agreement (PSA). The PSA provides for the County to share in the proceeds of the sale of the above mentioned property subject to certain conditions.
- b. Since June 2011, the County has operated a 16-bed mental health crisis and treatment center, the Crisis Assessment & Treatment Center (the CATC), through its Department of County Human Services (DCHS), occupying most of CCC's 2-story building at the above referenced location, except for CCC's sobering station on a portion of the ground floor (the CATC Space).
- c. The County had first entered to a lease with CCC for the CATC space on April 1, 2011, with the original lease term through 2018, with one 3-year option (the CATC Lease).
- d. The CATC is a modern, relatively new (2010-2011 construction) facility providing essential care, crisis assessment and treatment in a hospital-like setting, through a contracted service provider, Telecare.
- e. Last year, the County expanded the services to include the "Justice Triage Program" for placing criminal defendants with mental health issues at the CATC for evaluation, as an alternative to incarceration. CCC also operates a sobering station on the building's ground floor.
- f. CCC requested the County to approve CCC's proposed sale of the $\frac{1}{4}$ block, now used for CATC employee parking, patient drop-off and a 2nd-story outdoor access area, to Trinsic Residential Group (Trinsic), which also holds a contract to buy the south $\frac{1}{2}$ of the block. Trinsic plans to construct and own a $\frac{3}{4}$ -block mixed use project, including ground floor retail and five stories of apartments, wrapping around the CATC facility.
- g. CCC has indicated it is to receive \$1.1 million sale proceeds from the sale to Trinsic and requested that the County amend the PSA to permit CCC to use all of the sale proceeds to fund CCC's affordable housing programs.
- h. The proposed tri-party Construction Activities Reimbursement Agreement requires CCC and Trinsic each to set aside \$375,000 to reimburse the County for costs in the event any construction activities are deemed disruptive to the CATC.

- i. CCC, through a separate proposed Easement and Operating Agreement (EOA) with Trinsic, commits to provide for County's parking, emergency access and patient drop-off, and the second story outdoor facility through an easement grant from Trinsic over a portion of the former leased premises following its sale to Trinsic. The EOA requires the County's consent.
- j. In the EOA, Trinsic will acknowledge that the CATC program includes the treatment of individuals who may at times display loud and disruptive behavior in the outdoor access area, which may be audible from the Trinsic apartments. Trinsic will waive, for itself and its successors and assigns, any claims against the County or Telecare that loud and/or disruptive behavior in the outdoor access area is objectionable activity, subject to enforcement, damages or injunctive relief, including nuisance; or any challenges or claims seeking to modify or revoke the OHA license or other regulatory approval pertaining to the CATC program. Trinsic will also agree in the EOA, for itself and its successors and assigns, not to join as a named party or finance any such nuisance claims brought by a third party, including Trinsic's residential tenants, against the County or Telecare.
- k. The proposed Binding Letter Agreement between CCC and the County will address the terms and conditions to be included in two amendments to the CATC Lease. The proposed CATC Lease First Amendment will fix the annual rent increase during the first 3-year option at 2.5% per year and will grant the County two more 5-year options with the same 2.5% per annum rent escalator, permitting the County to operate the CATC in the building through 2031.
- l. The proposed Binding Letter Agreement between the County and Trinsic requires compliance by Trinsic at all times with certain safety standards applicable to construction within the CATC.
- m. The CATC program managers have consulted with community stakeholders to improve the chances of the CATC's continued operation and viable co-existence with a multi-story apartment project on the same block.
- n. CCC and Trinsic are involved in the approval process for development and construction.

The Multnomah County Board of Commissioners Resolves:

- 1. Approval of the Amendment to the Purchase and Sale Agreement between CCC and the County, in substantially the form attached hereto;
- 2. Approval of a Tri-party Project Construction Activities Reimbursement Agreement between CCC, Trinsic and the County, in substantially the form attached hereto;
- 3. Approval of the County's Consent to an Easement and Operating Agreement between CCC and Trinsic, in substantially the form attached hereto;
- 4. Approval of a Binding Letter Agreement, in substantially the form attached hereto, between CCC and the County, addressing the terms and conditions to be included in any amendments to the CATC Lease;

5. Approval of a Binding Letter Agreement, in substantially the form attached hereto, between the County and Trinsic; and
6. Authorization for the Chair to execute the above-referenced documents, including any amendments to the CATC Lease, and any other documents deemed necessary to accommodate CCC's property sale to Trinsic, consistent with protecting the County's continued operation of the CATC Facility.
7. Provided, all of the above Resolve Clauses Numbers 1-6 and the obligations imposed thereunder on the County to execute all the various agreements and other documents are subject to CCC and Trinsic first signing the Document Production and Indemnification Agreement, in substantially the form attached hereto, which calls for CCC and Trinsic to produce, for the County's review and approval, written final approvals and permits for building and/or development that relate to the areas described on Exhibit D, Exhibit E, Exhibit F, and Exhibit G of the Easement and Operating Agreement signed by CCC, Trinsic and the County.
8. Further provided, should CCC and Trinsic fail to produce and provide to the County all of the required materials under Resolve Clause Number 7, for the County's review and approval in accordance with the Document Production and Indemnification Agreement, all authority is vested in the Chair to act under that Agreement to recover liquidated damages, obtain indemnification and pursue other recourse for the County as provided in that Agreement.

ADOPTED this 11th day of June 2015.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:

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

By *Kenneth M. Elliott*
Kenneth M. Elliott, Assistant County Attorney

SUBMITTED BY: Marissa Madrigal – Chief Operating Officer
Neal Rotman, CATC Program Manager

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is effective as of _____, 2015 (the "Effective Date"), by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("Seller"), and CENTRAL CITY CONCERN, an Oregon non-profit corporation ("Buyer").

RECITALS:

A. Seller and Buyer entered into a Purchase and Sale Agreement that was executed on May 18, 2005 (the "Agreement"), pursuant to which Seller agreed to sell that certain property more particularly described in the Agreement (the "Property") on the terms set forth in the Agreement.

B. Seller sold and Buyer bought the Property on or about June 30, 2005 ("Closing").

C. Upon Closing, the entire Agreement merged into the Bargain and Sale Deed that memorialized the sale of the Property from Seller to Buyer, except Paragraph 19 of the Agreement which survived the close of escrow.

D. Seller and Buyer want to amend Paragraph 19, of the Agreement, hereinafter referred to as "Section 19"; as further provided below to more specifically define the obligations of Seller and Buyer should Buyer sell the Property or any portion thereof.

E. Since the conveyance of the Property in 2005 to Buyer, the Property has been developed at substantial public expense as a mental health crisis and treatment center, for which use and purposes Seller leases the Property from Buyer; and said crisis and treatment center is an essential element of Seller's provision of crucial mental health services in the community.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

1. Defined Terms. Except as specified to the contrary in this Amendment, all defined terms in the Agreement have the same meanings in this Amendment.

2. Proceeds of Future Property Sales. Section 19 of the Agreement shall be replaced in its entirety with the following as of the Effective Date of this Amendment:

19. Sale of Property, Parties to Share Net Proceeds.

19.1 Section 19 Definitions: For purposes of Section 19 of the Agreement, the definitions of the following terms shall apply:

19.1.1 *Buyer's Proceeds*. Exactly one-half (1/2) of the Net Proceeds from The Sale of the Property.

19.1.2 *Exception to Sharing Net Proceeds*. Where Buyer uses the Net Proceeds of The Sale, to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or low income housing projects in Multnomah County, Oregon, that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement, Buyer shall be entitled to keep the Net Proceeds of The Sale, and any interest derived therefrom; provided that the use of the Net Proceeds of The Sale for low income housing projects under this definition shall only apply to a sale of a portion of the Property as provided in Subsection 19.4.

- 19.1.3 *Net Proceeds.* Buyer's Proceeds plus Seller's Proceeds from The Sale.
- 19.1.4 *Seller's Proceeds.* Exactly one-half (1/2) of the Net Proceeds from The Sale of the Property.
- 19.1.5 *The Sale.* Any sale of the Property or any portion of the Property by Buyer before such time that the Seller confirms in writing to Buyer that Seller's need and use of the Property (or if applicable any portion thereof) as a mental health treatment facility or similar community health service facility is no longer needed at the Property.
- 19.1.6 *Written Notice.* Written Notification from Buyer that Seller's Proceeds are necessary for Buyer to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or low income housing projects in Multnomah County, Oregon; that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement. The Notice under this Subsection shall detail the closing date, the escrow account and other such information relating to the imminent transaction that warrant the timely release of the Sellers Proceeds.
- 19.2 If Buyer sells the Property or any portion of the Property as described in Subsection 19.1.5 ("The Sale") Buyer and Seller shall share equally the Net Proceeds received by Buyer.
- 19.3 However, if Buyer uses the Net Proceeds of The Sale to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities to replace the Seller's mental health facility with a facility as good or better, the Exception to Sharing Net Proceeds shall apply, and Buyer shall be entitled to keep the Net Proceeds of The Sale. In that situation, Seller's Proceeds shall be segregated and placed in an interest bearing account owned by Seller until such time as Seller receives Written Notice from Buyer. Seller hereby agrees to release its interest in Seller's Proceeds to Buyer, including any interest accrued, no later than fifteen (15) calendar days of receipt of Buyer's Written Notice.
- 19.4 Or if Buyer sells only a portion of the Property that does not interfere with or displace the mental health facility use as noted in Recital E and uses the Net Proceeds of The Sale under this Subsection to acquire, develop, construct, rehabilitate, or otherwise improve low income housing projects that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement, the Exception to Sharing Net Proceeds shall apply, and Buyer shall be entitled to keep the Net Proceeds of The Sale. In that situation, Seller's Proceeds shall be segregated and placed in an interest bearing account owned by Seller until such time as Seller receives Written Notice from Buyer. Seller hereby agrees to release its interest in Seller's Proceeds to Buyer, including any interest accrued, no later than fifteen (15) calendar days of receipt of Buyer's Written Notice.
- 19.5 Should Buyer choose, in its sole discretion, not to use Seller's Proceeds from The Sale for any purpose that would invoke the Exception to Sharing Net Proceeds provision as provided in this Section 19, Buyer shall deliver to Seller Seller's Proceeds upon closing of The Sale, including interest, if any, that is attributable to Seller.

19.6 The provisions of this Section 19 shall remain in effect until the Seller confirms in writing to Buyer that Seller's need and use of the Property (or if applicable any portion thereof) as a mental health treatment facility or similar community health service facility is no longer needed at the Property. Thereafter upon the receipt of such written confirmation from Seller, Buyer may sell, in its sole discretion, any portion of the Property for any purpose whatsoever, and shall be entitled to retain all of the proceeds derived therefrom, no matter the purpose for which the proceeds shall be applied.

19.7 The provisions of this Section 19 shall not merge into the deed and the recordation of the deed in the official records. Nothing contained in this Section 19 is intended to prohibit Buyer from immediately retaining and utilizing Buyer's Proceeds derived from The Sale whether Buyer's Proceeds are to be used 1) to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or housing projects that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement; or 2) for any purpose not contained in the Exception to Sharing Net Proceeds provision.

19.8 With respect to any release and use of the Seller's Proceeds as provided for under Subsections 19.3 and 19.4 respectively, should Buyer not complete one or more of the transactions authorized under said Subsections in a timely, efficient manner and bring such transaction(s) in to use for one or more of the authorized purposes identified in said Subsections within five (5) years of the Seller's Release of the Proceeds; Buyer shall at Seller's sole discretion, be subject to refund of the Seller Proceeds to Seller. Provided, if Buyer is able to show to the reasonable satisfaction of Seller, that Buyer made best efforts to complete the authorized transaction, but was subject to conditions beyond Buyer's reasonable control that prevented said completion, Buyer will be relieved of any obligation to refund the Seller's Proceeds.

3. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which is considered an original, but together are one agreement. Facsimile and electronic mail signatures are binding on the party providing such signature.

SELLER:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____
Name: Deborah Kafoury
Title: Multnomah County Chair

BUYER:

CENTRAL CITY CONCERN, an Oregon nonprofit
corporation

By: _____
Name: _____
Title: _____

CONSTRUCTION ACTIVITIES REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION ACTIVITIES REIMBURSEMENT AGREEMENT (this "Agreement") is made as of _____, 2015¹, by and between [*assignee of Trinsic Acquisition Company, LLC*] ("TRG"), Multnomah County, a political subdivision of the State of Oregon (the "County"), and Central City Concern, an Oregon non-profit corporation ("CCC").

R E C I T A L S:

A. TRG plans to develop a mixed-use apartment complex and parking garage (the "Project") on certain real property located in the City of Portland, Multnomah County, Oregon, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements and fixtures located thereon (the "Project Property").

B. CCC is the owner of certain real property adjacent to the Project Property more particularly described on Exhibit C attached hereto and incorporated herein (the "CCC Property").

C. The County leases a portion of the CCC Property pursuant to a certain Commercial Lease, dated April 1, 2011.

D. The County, through its contractor, Telecare (Telecare or its successor or assign, the "Services Contractor"), operates the CCC Property as a mental health crisis assessment and treatment center (the "County Services").

E. The County-operated facility on the CCC Property is called the Crisis Assessment Treatment Center ("CATC"), and is a modern, relatively new (2010-2011 construction) facility providing essential care and treatment in a hospital-like setting for its patients and residents, and further is the result of millions of dollars in public money to locate and construct the CATC on the CCC Property. In addition, the County has expanded the services to include the "CATC Triage", for placing criminal defendants with mental health issues at the CATC for evaluation, as an alternative to incarceration. There are no other facilities in the Burnside community equivalent to the CATC and CATC Triage available to provide the essential services and treatment, should the CATC operations be disrupted or subject to displacement because of the effects and impacts of the proposed construction.

F. In connection with the development of the Project, TRG will be demolishing all existing improvements and fixtures located on the Project Property and constructing the new improvements constituting the Project, and constructing and demolishing temporary improvements on the CCC Property (such activities, collectively, the "Construction Activities").

¹ To be signed and delivered at closing.

G. In partial consideration of the County's agreements with CCC and TRG in connection with the Project, the County has requested that TRG and CCC provide a process and establish funds to be available for reimbursement of certain costs necessarily incurred by the County to hospitalize patients receiving County Services, where such hospitalization is caused by the Construction Activities.

H. In order to proceed with the development of the Project, CCC and TRG are willing to agree to provide for such reimbursement on the terms and conditions set forth below in this Agreement

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRG, CCC, and the County hereby covenant and agree, as follows:

AGREEMENT

1. Establishment of Sources of Funds Available for Reimbursement. Contemporaneously with the mutual execution and delivery of this Agreement, CCC and TRG, respectively, will each do the following:

a. CCC Escrow Holdback. CCC will instruct the title company serving as the escrow agent handling the closing of the sale of its property to TRG to hold back and deposit into escrow with such title company (the "Escrow Agent") the sum of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000.00) Dollars (the "CCC Holdback") from CCC's sale proceeds, which shall be available for reimbursement of Recoverable Costs (as defined below) subject to the Conditions of Reimbursement (as defined below) in accordance with the terms and conditions of this Agreement.

b. TRG Funds. TRG will establish a funding source in the form of cash in escrow or a letter of credit, or a combination thereof, in TRG's discretion, in the amount of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000.00) Dollars, which shall be available for reimbursement of Recoverable Costs (as defined below) subject to the Conditions of Reimbursement (as defined below) in accordance with the terms and conditions of this Agreement (the "TRG Funds").

c. Recoverable Costs. As used in this Agreement, "Recoverable Costs" means any necessary incremental costs actually incurred by the County in order to continue to provide or contract with another medical facility to provide the County Services, to the extent that such costs are directly attributable to one or more continuing Hospitalizations (as defined below) directly caused by the Construction Activities, and which the County would not have incurred but for such Hospitalization(s). The County represents and warrants to TRG and CCC that the schedule of costs attached hereto as Exhibit D is representative of the types and amounts or rates of costs to be incurred by the County in the event of a Hospitalization (as defined below).

d. Duration of Hospitalization; County's Duty to Mitigate. TRG, CCC, and the County will cooperate with one another and keep in communication with one another in accordance with this Agreement in order to minimize the interference of Construction Activities

with provision of County Services and the necessity for or duration of any Hospitalization (as defined below). The County will exercise, and/or will cause its Services Contractor to exercise, good faith, reasonable, diligent efforts to avoid Hospitalization through proactive programmatic strategies to mitigate against the potential effect of Construction Activities and to minimize the duration of any Hospitalization and return to its ordinary course of operations (such that no further Recoverable Costs are incurred with respect to such Hospitalization) as soon as practicable, in the professional, medical judgment of the Services Contractor.

2. Claims for Reimbursement.

a. Order of Reimbursement Claims. Except as otherwise provided and as may be modified by Section 3.b below upon the occurrence of the Reduction Event, any claims by the County for reimbursement of Recoverable Costs shall be asserted only in accordance with the following order and amounts:

Party to Whom Asserted	Fund Source	Amount Available for Claim
<i>Pari passu</i> to CCC and TRG	TRG Funds & CCC Holdback	Up to \$750,000

b. Hospitalization Caused by Construction Activities. Subject to the Conditions of Reimbursement (as defined below), the County may seek reimbursement of Recoverable Costs in accordance with this Agreement in the event that the County, through the County official in charge of supervising and managing the County Services, and the Facility Program Manager for the Services Contractor, in its professional, medical judgment, determine that it is medically necessary to hospitalize one or more patients due to noise, dust, fumes, concussions or vibration levels caused by the Construction Activities ("Hospitalization(s)").

c. Contacts; Notices of Potential Hospitalizations.

i) Each of the County, TRG, and CCC shall designate two (2) individual contact persons for receipt of notices of complaints pursuant to Section 2.c.ii below. The County shall also cause its Services Contractor to provide two (2) individual contact persons for receipt of notices of complaints pursuant to Section 2.c.(ii) below. As of the Effective Date, such individuals and their contact information (telephone and email) are those listed on Exhibit C attached hereto. The parties may change such persons by notification to the other parties in accordance with Section 4 below.

ii) In the event that the County or its Services Contractor determines, in its professional, medical judgment, that the Construction Activities are impacting the CCC Property or the occupants of the CCC Property such that one or more Hospitalizations may be necessary, the County or its Services Contractor shall immediately notify, **by telephone and email**, the contact persons designated by the other parties hereto for receipt of such notices, which notice shall describe the problem and the activities causing the problem in sufficient detail so that TRG may seek to cure the problem.

iii) If TRG is unable, in its sole and absolute discretion, to cure the problem complained of in such notice within two (2) hours after such notice, or if the problem complained of is, in the County's or the Services Contractor's professional, medical judgment, an emergency in which there is present imminent risk of harm to one or more patients receiving

County Services at the CCC Property, then the County, subject to the other requirements of this Agreement, may determine that a Hospitalization is necessary. Notwithstanding any other provisions of this Agreement, nothing in this Agreement shall be deemed or construed to obligate TRG or its contractors to cease, delay, alter, or defer Construction Activities in any manner.

d. Conditions of Reimbursement. The following are conditions precedent to reimbursement pursuant to this Agreement (the "Conditions of Reimbursement"):

i) Provided that the County shall have followed the notice requirements of Section 2.c. above, the County shall submit a written request for reimbursement to the custodian(s) of the CCC Holdback or the TRG Funds, as applicable in accordance with Section 2.a. above, in either case with copies to CCC and TRG, together with (a) a certification signed by a County official in charge of supervising or managing the County Services and a Facility Program Manager of the Services Contractor that the costs incurred for which payment is sought are for a Hospitalization as defined by this Agreement, together with a list of the date and approximate time of the disturbance leading to the Hospitalization; and (b) itemized invoices or receipts in sufficient detail to demonstrate that such costs are Recoverable Costs under this Agreement (collectively, the "County's Certified Claim"); and

ii) TRG and CCC have expressly approved in writing such request within thirty (30) days from receipt of the County's Certified Claim, which approval shall not be unreasonably withheld or conditioned. Provided that the County's Certified Claim includes the signed certifications required by Section d.(i)(a) of this Section 2, neither TRG, CCC, the Escrow Agent, nor the TRG Funds custodian shall have any right to refuse reimbursement based on a question of whether or not a Hospitalization was caused by the Construction Activities, unless such party proves that there were no Construction Activities that occurred at the date and approximate time of the disturbance that led to the Hospitalization. Failure of TRG or CCC to expressly approve or disapprove any such request in writing within such 30-day period, and thereafter within 5 days after receipt of notice from the County that CCC or TRG, as applicable, has failed to respond during such 30-day period, shall be deemed to be an approval of the County's Certified Claim.

iii) If TRG or CCC objects to any claim by the County for Recoverable Costs in accordance with clause (ii) above, and such dispute is not resolved within sixty (60) days, then such dispute shall be submitted to mandatory nonbinding mediation. If the parties are unable to resolve the dispute through such mediation, then either party may pursue formal legal action to resolve the dispute.

iv) Notwithstanding any other provision of this Agreement, the County shall not be entitled to reimbursement of any costs under this Agreement to the extent such costs are of the type covered by any insurance policy or policies maintained by TRG, or its general contractor, under which the County is an additional insured.

3. Effect; Duration.

a. Character and Effect of Agreement. This Agreement, and each of the rights granted hereunder, are personal to the parties hereto. Nothing in this Agreement and no payment to the County pursuant to this Agreement shall be construed as an admission by TRG, TRG's general contractor, or CCC of any duty to act or not act, fault, negligence, or of any misconduct or wrongdoing under any theory of law or contract, and, to the extent of any payments made to the County hereunder, the County hereby releases and agrees to hold TRG, TRG's general contractor, and CCC harmless from any such claims.

b. Reduction of CCC Holdback and TRG Funds. Upon written notice from TRG of enclosure of the Project building within windows, walls and a roof (anticipated to occur in month 12 of construction), and written approval of such enclosure by the County, which shall not be unreasonably withheld, and which shall in any event be given or rejected (specifying reasons for such rejection) in writing within ten (10) days of TRG's notice (with failure to respond being deemed approval) (the "Reduction Event"), the then-remaining aggregate amount of TRG Funds and the CCC Holdback in excess of \$250,000 shall be automatically reduced to \$250,000 and TRG's and CCC's respective shares in excess of \$250,000 shall immediately be released *pari passu* to TRG, and to CCC in accordance with the provisions of the 2011 Purchase and Sale Agreement, as amended, between CCC and the County. Remaining funds will continue to be disbursed *pari passu* pursuant to Section 2.a above. The County agrees to provide such reasonable written evidence or authorization of the reduction and release as may be requested by CCC or TRG to satisfy the request of the custodian of the CCC Holdback or TRG Funds, as applicable, but such written evidence shall not be necessary to effect such automatic reduction of available funds under this Agreement.

c. Duration of Agreement Otherwise. Except as provided in Section 3.b above, TRG's and CCC's obligations under this Agreement shall automatically terminate and be of no further force and effect, and all remaining TRG Funds shall be released to TRG and all remaining CCC Holdback shall be released to CCC, upon completion of construction of the Project and issuance of a temporary certificate of occupancy for the Project, provided, however, that any claims by the County for reimbursement attributable to costs incurred by the County prior to termination of this Agreement shall not be terminated, and this Agreement shall survive only with respect to such claims in accordance with its terms. The County will execute such instruments as are reasonably requested by TRG or CCC in order to evidence the termination of this Agreement, provided, however, that the execution of such instruments shall not be necessary to effectuate the automatic termination of this Agreement as described herein.

4. Notices. Except for notices of potential Hospitalizations pursuant to Section 2.c., any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) three (3) business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The parties' current addresses for notice purposes are as follows:

TRG:

c/o Trinsic Acquisition Company, LLC
3100 Monticello, Suite 900
Dallas, Texas 75205
Attention: Brian J. Tusa
Fax No.: (214) 468-4114
E-mail: btusa@trinsicres.com

with a copy to:

Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attention: John J. Reoch, Jr.
Fax No.: (214) 969-4999
E-mail: reoch@sbep-law.com

County:

Joanne Fuller, Director
Multnomah County Health Department
Gladys McCoy Building, 426 SW Stark St.
Portland, OR 97204
Fax No.: 503-988-3093
E-mail: joanne.fuller@multco.us

with a copy to:

Multnomah County Attorney
Attn: Property Group
501 SE Hawthorne Blvd, Suite 500
Portland, OR 97214
Fax No.: 503-988-3377
E-mail: jenny.m.madkour@multco.us

CCC:

Central City Concern
Attn: Sean Hubert, Chief Housing and Employment Officer
232 NW 6th Avenue
Portland, OR 97209
Fax No.: 503-294-4321
E-mail: Sean.Hubert@ccconcern.org

with a copy to:

Central City Concern
Attn: Kristy Faricy, Director of Legal Affairs
232 NW 6th Avenue
Portland, OR 97209
Fax No.: 503-294-4321
E-mail: Kristy.Faricy@ccconcern.org

5. No Public or Third Party Benefit. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights to, or in favor of, any person or entity who is not a party hereto.

6. Integration; Amendment. This Agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement executed by the parties hereto. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Agreement.

7. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the parties, the unenforceability will not affect any other provisions hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

8. Remedies; Recourse. The Parties acknowledge and agree that the sole purpose, scope, and effect of this Agreement is to establish a framework of agreements for avoiding or minimizing Hospitalizations due to Construction Activities and to provide a finite funding source for reimbursement of Recoverable Costs subject to the terms and conditions of this Agreement, all as expressly and only as set forth in this Agreement. This Agreement does not constitute a bar to or waiver of or in any way affect claims by any party hereto which are outside of the scope of this Agreement, such as claims in tort in the event of death, personal injury, or property damage caused by the negligence of another party hereto or any other claim for which a party hereto may have a cause of action under applicable law beyond the scope of this Agreement.

9. Choice of Law. This Agreement will be construed under the laws of the State of Oregon, without regard to choice-of-law rules of any jurisdiction.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement has been executed as of (but not necessarily on) the date and year first above written.

TRG:

_____,
a _____

By: _____
Name: _____
Title: _____

CCC:

CENTRAL CITY CONCERN,
an Oregon non-profit corporation

By: _____
Name: _____
Title: _____

COUNTY:

COUNTY OF MULTNOMAH,
a political subdivision of the State of Oregon

By: _____
Name: Deborah Kafoury
Title: Chair

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT PROPERTY

LOTS 7 AND 8, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION OF SAID LOTS 7 AND 8 LYING WITHIN THE BOUNDARIES OF NE GRAND.

TOGETHER WITH:

LOTS 3 AND 4, IN BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPT THE SOUTHERLY 15 FEET OF SAID LOT 4 HERETOFORE TAKEN FOR THE WIDENING OF E. BURNSIDE STREET.

LOTS 5 AND 6, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPT THE EAST 10 FEET TO SAID LOTS 5 AND 6, TAKEN FOR THE WIDENING OF NE GRAND AVENUE, AND EXCEPT THE SOUTHERLY 15 FEET OF SAID LOT 5 TAKEN FOR THE WIDENING OF E. BURNSIDE STREET.

EXHIBIT B

LEGAL DESCRIPTION OF THE CCC PROPERTY

LOTS 1 AND 2, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1 LYING WITHIN THE BOUNDARIES OF NE MARTIN LUTHER KING JR BLVD.

Exhibit C

**Contacts With Respect to Potential Hospitalizations
(Name, Email, Cell Phone Number)**

TRG:

1. Jack Paauw, jpaauw@trinsicres.com, 425.681.0638
2. Tim Trachsel, ttrachsel@trinsicres.com, 206.619.7442

CCC:

1. Keri Burnidge, Keri.Burnidge@ccconcern.org, 503.327.6561
2. Sean Hubert, Sean.Hubert@ccconcern.org, 503.493-6062

County:

1. Neal Rotman, neal.rotman@multco.us, 503-988-8219
2. David Hidalgo, david.a.hidalgo@multco.us, 503-988-3076

Services Contractor:

1. _____
2. _____

Exhibit D

Schedule of Approximate Costs/Rates

Daily Cost of Relocating One Bed/Patient to Temporary Facility	\$930.00
Ambulance Transit (one-way)	\$180.00

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attention: John J. Reoch, Jr.

EASEMENT AND OPERATING AGREEMENT

STATE OF OREGON §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MULTNOMAH §

THIS EASEMENT AND OPERATING AGREEMENT (this "Agreement") is made as of _____, 2015, by and between [assignee of Trinsic Acquisition Company, LLC] ("TRG") and Central City Concern, an Oregon non-profit corporation ("CCC").

R E C I T A L S:

A. CCC conveyed to TRG, concurrently herewith, that certain real property located in the City of Portland, Multnomah County, Oregon, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements and fixtures located thereon (the "TRG Property").

B. TRG is also the owner of certain real property adjacent to the TRG Property more particularly described on Exhibit B attached hereto and incorporated herein (the "Burnside Property"; together with the TRG Property, the "Project Property").

C. CCC is the owner of certain real property adjacent to the TRG Property and the Burnside Property more particularly described on Exhibit C attached hereto and incorporated herein (the "CCC Property").

D. The CCC Property is currently operated as two separate facilities, a sobering station, operated by CCC, and a mental health crisis assessment and treatment center called the Crisis Assessment Treatment Center ("CATC"), which Multnomah County (the "County") operates through a contracted service provider, Telecare (Telecare or its successors or assigns, the "Contracted Service Provider"). The County leases the space necessary for the CATC from CCC.

E. TRG will be developing the Project Property into the Project (as hereinafter defined), and in connection with such development, TRG will be demolishing all existing improvements and fixtures located on the Project Property, including, without limitation, the existing porte cochere/drop-off area and second floor outdoor area for the occupants of the Jeanne Rivers Building located on the CCC Property (the "CCC Facility") located on the TRG Property.

F. In consideration of CCC's sale of the TRG Property to TRG, TRG agreed to grant to CCC certain easements and other rights over certain portions of the Project Property for the benefit of CCC as the current owner of the CCC Property and any tenant of CCC occupying the CCC Property ("CCC's Tenants") for so long, and only for so long, as CCC or its affiliate is the owner of the CCC Property, and/or the County continues to operate the CATC or a similar facility on the CCC Property, all as more particularly set forth in this Agreement .

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRG and CCC hereby grant the following easements upon the following terms and conditions, and hereby covenant and agree, as follows:

AGREEMENT

1. Temporary Agreements During Construction. TRG intends to immediately commence the construction and development of a mixed-use apartment complex and parking garage (the "Project") on the Project Property (such activities hereinafter referred to as the "Construction"). For the duration of the Construction, the parties hereto covenant and agree as follows (collectively, the "Temporary Agreements"):

a. Temporary Parking Stalls. TRG will provide twelve (12) temporary off-site car parking stalls (the "Temporary CCC Parking") for CCC's use 24 hours per day, seven days per week during the parking displacement caused by Construction. The Temporary CCC Parking will be located at [530 NE Couch St. Portland OR 97232] and will be contracted for by TRG at its sole cost and expense.

b. Temporary Drop-off Area During Construction. TRG will, subject to obtaining applicable right-of-way use permits, provide four (4) temporary, on-street parking spaces designed for vans, police cars and ambulances (the "Temporary Drop-off Area During Construction"). Subject to the review, modification and approval by the Portland Bureau of Transportation ("PBOT"), the Temporary Drop-off Area During Construction will be reserved 24 hours per day, seven days per week throughout Construction, until a temporary certificate of occupancy is obtained for the permanent location of the Drop-off Parking (as hereinafter

defined). TRG shall provide, at its sole cost and responsibility, the Temporary Drop-off Area During Construction consistent with safety methods approved by the City of Portland (the "City"). The parties hereto acknowledge that TRG will obtain a permit from PBOT regarding the location of the Temporary Drop-off Area During Construction, in substantial conformance, with the layout depicted on Exhibit D attached hereto and incorporated herein by reference, provided that the Temporary Drop-off Area During Construction shall be within thirty (30) feet of the CCC Property and further provided that the Temporary Drop-off Area During Construction is subject in all respects to the review, modification and approval by PBOT. Notwithstanding any provision in this subsection pertaining to review and approval by appropriate regulatory agencies and officials, the failure to provide a temporary drop off access site to serve the CATC for as long as it is necessary during Construction shall be deemed a breach of this Agreement and enforceable by the County against CCC and TRG jointly and severally.

c. Temporary Outdoor Space During Construction. TRG will provide a temporary outdoor area for CCC Facility and CATC residents, which will be located in a manner to provide the required access to the outdoors but will also be secure and provide for privacy for the residents, (the "Temporary Outdoor Space") all substantially as depicted on Exhibit E attached hereto. The conceptual plans for design and location of the Temporary Outdoor Space are attached as Exhibit E hereto and have been approved by the County (with the approval of its Contracted Service Provider) and CCC, but also shall be subject to prior, written approval by the State of Oregon, acting by and through the Oregon Health Authority ("OHA"). The Temporary Outdoor Space will be a temporary area, created by TRG, at its sole expense, consisting of engineered steel systems, wood framing/plywood, and potentially recycled materials from the existing outdoor area enclosure. The Temporary Outdoor Space shall comply in all material respects with the City's, OHA's, and the County's requirements, and shall be subject in all respects to the review, modification and approval by PBOT. TRG acknowledges that, regardless of CCC's or any other approvals of the Outdoor Space, final approval of the Temporary Outdoor Space must come from OHA. Because of the essential requirement and need for the Outdoor Space, the parties agree to limit use of the Temporary Outdoor Space to as short a duration and as late in the construction schedule as reasonably practicable.

d. Temporary Trash Handling Area. TRG will provide temporary space for a trash container(s) of no smaller area than that which CCC and CCC's Tenants currently utilize within 100 feet of the current trash door exit of the CCC Facility (the "Temporary Trash Handling Area"). The location(s) of the Temporary Trash Handling Area will be coordinated by TRG with the local trash collection utility to meet its functional requirements for collection. TRG agrees to manage and pay for CCC's and CCC's Tenant's trash removal/collection costs until the Post-Construction Agreements take effect pursuant to Section 2 below.

e. Construction Activities. During Construction, except as contemplated in this Agreement with respect to the Temporary Agreements or as necessary in order to implement the Post-Construction Agreements, and considering the adjacency of the CCC Property and the Project Property and the proximity of the Project to the CCC Facility, TRG shall at all times use its best efforts to perform and confine Construction operations to the Project Property, so as to impose no hardship, hindrance, or unreasonable delays or disruptions to operations of CCC, the County, the Portland Police Bureau or the Contracted Service Provider at the CCC Property;

provided, however, that none of the Temporary Agreements or Post-Construction Agreements provided hereunder shall be considered a hardship, hindrance, or unreasonable delay or disruption. All construction or alteration work of any kind conducted within the CATC under this Agreement shall be done in full compliance with the applicable provisions of the April 2014 Design Guide for the Built Environment of Behavioral Health Facilities, distributed by the National Association of Psychiatric Health Systems.

f. Utilities during Construction. During Construction, without limitation of the foregoing Subsection e above, TRG shall not cause any interruption of any utility currently serving the CCC Property without the prior consent of CCC and CCC's Tenants. If necessary during the course of Construction, TRG will, at its sole expense, re-route and reconnect any required utility (e.g., natural gas) currently in-use by CCC and CCC's Tenants at the CCC Property, which connection is disrupted by Construction.

The Temporary Agreements shall automatically terminate at such time as TRG completes Construction and obtains a temporary certificate of occupancy from the proper governmental authority(ies) giving permission to occupy the Project (the "Certificate of Occupancy"). If TRG receives a Certificate of Occupancy for a functional portion of the Project (e.g., the Parking Garage) in a phased manner prior to final completion of Construction (each, a "Phased Certificate of Occupancy") and such Phased Certificate of Occupancy covers the portion of the Project Property covered by any Post-Construction Agreement (as hereinafter defined) in its entirety, then TRG will grant CCC such Post-Construction Agreement at the time of issuance of the Phased Certificate of Occupancy, and the applicable Temporary Agreement shall automatically terminate simultaneously with the granting of the corresponding Post-Construction Agreement. At such time as the Temporary Agreements expire, immediately upon the written request of TRG, CCC shall execute a release of the Temporary Agreements confirming the termination thereof; provided, however, that the Temporary Agreements shall expire automatically irrespective of any filing or non-filing of any such release.

2. Post-Construction Agreements. Upon issuance of the Certificate of Occupancy, or Phased Certificate of Occupancy if and as applicable pursuant to Section 1 above, the parties hereto covenant and agree as follows (collectively, the "Post-Construction Agreements"):

a. Post-Construction Drop-Off, Parking and Trash Handling Area. TRG will provide an area to be located inside the structured parking garage constructed at the Project (the "Parking Garage"), substantially as depicted on Exhibit F attached hereto, for purposes of drop-off, parking and trash handling in accordance with the following provisions, which area will have ingress and egress to NE Couch Street and will have a garage door that can be controlled by remote openers at CCC's operational option (the "Post-Construction Drop-Off, Parking and Trash Handling Area").

i) CCC Parking. TRG will provide at least twelve (12) car parking stalls for use 24 hours per day, seven days per week, by CCC and CCC's Tenants in the Post-Construction Drop-Off, Parking and Trash Handling Area as shown on Exhibit F (the "CCC Parking"). The CCC Parking may be a mix of standard and compact parking spaces designed to the City's parking codes in effect as of the date of commencement of Construction. The CCC

Parking shall substantially conform to the layout depicted on Exhibit F attached hereto and incorporated herein by reference.

ii) Drop-off Parking. TRG will provide a high-bay secure drop-off facility in the Post-Construction Drop-Off, Parking and Trash Handling Area as shown on Exhibit F for CCC's and CCC's Tenants' functional and operational requirements including but not limited to requirements of police, ambulance and CCC's transport van drop-off (the "Drop-off Parking"). The Drop-off Parking will be utilized solely for CCC's and CCC's Tenants' operational requirements pertaining to the drop-off and discharge of the CCC Facility's occupants. The Drop-off Parking shall substantially conform to the layout depicted on Exhibit F attached hereto and incorporated herein by reference. TRG shall be responsible, at its sole cost and expense, for obtaining any requisite applicable building or use permits related to the Drop-off Parking for emergency vehicle access, including, without limitation, fire, ambulance and police.

iii) Trash Handling Area. As depicted on Exhibit F will be a trash handling area serving the needs of CCC and CCC's Tenants (the "Trash Handling Area"). CCC will maintain and pay for, or cause CCC's Tenants to maintain and pay for, the collection and disposal of its designated trash and recycle containers. The Trash Handling Area shall substantially conform to the layout depicted on Exhibit F attached hereto and incorporated herein by reference.

iv) Management, Security, Operation, Repair and Maintenance. TRG will not manage and will have no responsibility to monitor or provide security to or to operate, repair, or maintain the Post-Construction Drop-off, Parking and Trash Handling Area, which shall be the sole responsibility of CCC. CCC shall, at its sole cost and expense, be solely responsible for operation, repair and maintenance of the Post-Construction Drop-Off, Parking and Trash Handling Area and shall, subject to TRG's rights under Section 17 in the event of a default of CCC's obligations herein, maintain and operate such area and the facilities situated therein in good repair and condition and in compliance with all applicable laws.

v) CCC Easement for CCC Parking, Drop-off Parking, and Trash Handling Area. TRG hereby grants to CCC, for use by CCC and CCC's Tenants and their respective employees, guests, invitees and licensees, as applicable subject to the foregoing terms and conditions of this Section 2.a., an exclusive easement within and across the Post-Construction Drop-Off, Parking and Trash Handling Area to use, operate, repair and maintain the Post-Construction Drop-Off, Parking and Trash Handling Area for its intended uses subject to the terms and conditions of this Agreement.

b. Post-Construction Outdoor Space.

i) Construction. As part of the Project, TRG will design, permit and construct, at its sole expense, an open air area larger than 560 square feet for the CCC Facility's occupants' sole and exclusive use (the "Post-Construction Outdoor Space" or "Outdoor Space"), substantially conforming with Exhibit G, attached hereto. The Outdoor Space shall have direct access to the building on the CCC Property and shall be situated in such a manner that the entire Outdoor Space may be observed by CATC staff at all times; and shall have four walls open to

the air above, but in addition provide protection which shall prevent the residents of or visitors to the Project from viewing the CCC Facility's occupants using the Outdoor Space and meet all requirements for OHA approval. TRG has submitted to CCC, the County, and OHA those certain site and floor plans, building elevations, and construction specifications related to the Outdoor Space listed on the attached Exhibit G, and CCC and the County (whose approval shall include the written consent of its Contracted Service Provider) have approved such plans. TRG will be responsible for obtaining any requisite permits or approvals from the City with respect to the Outdoor Space. TRG acknowledges that, regardless of CCC's and the County's approval of the Outdoor Space, final approval must come from OHA.

ii) Management, Security, Operation, Repair and Maintenance. TRG will not manage and will have no responsibility to monitor or provide security to or to operate, repair, and maintain the Post-Construction Outdoor Space, which shall be the sole responsibility of CCC. CCC shall, at its sole cost and expense, be solely responsible for operation, repair and maintenance of the Post-Construction Outdoor Space and shall, subject to TRG's rights under Section 17 in the event of a default of CCC's obligations herein, maintain and operate such area and the facilities situated therein in good repair and condition and in compliance with all applicable laws.

iii) CCC Property Use. TRG acknowledges that the CCC Property Use (as defined in Paragraph 5 of this Agreement) by CCC as a sobering station has historically and shall continue to be a facility where loud noise and disruptive behavior may occur, which may be audible from the Project. TRG acknowledges that the CCC Property Use (as defined in Paragraph 5 of this Agreement) includes the treatment of individuals who may at times display loud and disruptive behavior in the Outdoor Space, which may be audible from the Project.

TRG hereby waives and disclaims, for itself and its successors and assigns, with respect to the Project Property or any part thereof, any claims, demands or actions of any kind against the County or its Contracted Service Provider asserting that loud and/or disruptive behavior in the Outdoor Space by residents or patients of the CATC or any similar facility operated on the CCC Property is or amounts to objectionable activity subject to enforcement, damages or injunctive relief, including nuisance; or any challenges or claims seeking to modify or revoke any regulatory license or approval pertaining to the CCC Property Use (together, the "Claims"). TRG also agrees, for itself and its successors and assigns, with respect to the Project Property or any part thereof, not to join as a named party or finance in whole or in part any Claims brought by a third party, including TRG's residential tenants, against the County or its Contracted Service Provider. This waiver of claims shall run with the land of the Project Property and shall benefit the County, its Contracted Service Provider and any successor operator of the CATC (or similar use).

3. Duration.

a. CCC's Ownership. Except as expressly provided otherwise in this Agreement, this Agreement and each of the rights and easements granted hereunder, is personal to CCC and shall continue only so long as CCC or an affiliate of CCC owns the CCC Property, with "affiliate" meaning an entity which is owned or controlled by, which owns or controls, or is under common ownership or control with CCC, and with "control" meaning the exclusive right

by ownership to manage and direct the actions of such entity. In the event that a CCC affiliate becomes the owner of the CCC Property, the CCC affiliate shall succeed to the rights and obligations of CCC under this Agreement, in which event all references to "CCC" or "Central City Concern" in this Agreement shall be deemed to refer to the CCC affiliate. Except as expressly provided below, should CCC sell or otherwise transfer the CCC Property (excluding a lease of the CCC Property) to any non-affiliate, other than the County, this Agreement, and each of the rights and easements granted hereunder, shall automatically terminate and be of no further force or effect.

b. County as Tenant after CCC Transfer. Notwithstanding the foregoing, if CCC sells or otherwise transfers the CCC Property (excluding a lease of the CCC Property) to a non-affiliate, but the County remains a tenant under that certain Commercial Lease dated April 1, 2011, between the County and CCC (as may be amended or extended from time to time, the "County Lease"), and the County Lease remains in full force and effect, and the County or its successor or assign is continuing to operate the CATC or a similar facility on the CCC Property pursuant to the County Lease, including through a Contracted Service Provider, then this Agreement will continue for the remainder of the County Lease term or until the County ceases to operate the CATC or a similar facility on the CCC Property, whichever is earlier, upon either of which events this Agreement, and each of the rights and easements granted hereunder, shall automatically terminate and be of no further force or effect. In the event that this Agreement is continued pursuant to this subsection b., this Agreement shall bind and inure to the benefit of the transferee of the CCC Property as the owner of the CCC Property, who shall succeed to the rights and obligations of CCC under this Agreement, in which event all references to "CCC" or "Central City Concern" in this Agreement shall be deemed to refer to such transferee and any subsequent transferee so long as this Agreement remains in effect.

c. Termination. In the event of any automatic termination of this Agreement as provided above, within thirty (30) days after request from TRG, CCC (or its transferee pursuant to Subsection 3.a. above, as applicable) shall execute a recordable termination of CCC's interest in this Agreement; provided, however, that the execution or recordation of such termination is not necessary to effectuate the automatic termination of this Agreement as described herein.

4. Character of Agreement. The grants, obligations and burdens of TRG, the TRG Property and the Project Property shall be covenants appurtenant to and running with the TRG Property and the Project Property, as applicable, for the duration of this Agreement as provided in Section 3 above. This Agreement binds, and inures to the benefit of, TRG and its heirs, successors and assigns. This Agreement binds and inures to the benefit of CCC and its successors and assigns for the duration of this Agreement as provided in Section 3 above.

5. Change in CCC Property Use. If there is a material change in the use of the CCC Property 1) as a mental health crisis assessment and treatment center; 2) as a sobering station; or 3) as any other use that is in furtherance of CCC's current or future nonprofit mission whether performed by CCC or a CCC Tenant (the "CCC Property Use"), then all rights and easements granted hereunder to CCC, CCC's Tenants or any other person or entity by, through or under CCC shall automatically terminate, and within thirty (30) days after request from TRG, CCC shall execute a recordable termination of CCC's interest in this Agreement; provided, however,

that the execution or recordation of such termination is not necessary to effectuate the automatic termination of this Agreement as described herein.

6. Amendment. CCC has the right, at its sole cost, to amend this Agreement to more particularly describe any of the easements or other rights granted hereby, and TRG shall agree to the form and execute such amendment in its reasonable discretion.

7. Indemnification.

a. CCC shall defend, indemnify and hold harmless TRG and its officers, directors, agents, employees, successor and assigns (the "TRG Indemnified Parties") from and against any and all claims, costs, expenses, damages and liabilities that the TRG Indemnified Parties suffer or incur arising out of the exercise of the easements, rights or privileges granted by this Agreement, provided that any such claims, costs, expenses, damages and liabilities resulted from the misconduct, willful or wrongful act or omission, or an act or omission constituting negligence, by or on the part of CCC, CCC's Tenants or their respective employees, residents, agents or invitees.

b. TRG shall defend, indemnify and hold harmless CCC and CCC's Tenants and their respective officers, directors, agents, employees, successor and assigns (the "CCC Indemnified Parties") from and against any and all claims, costs, expenses, damages and liabilities that the CCC Indemnified Parties suffer or incur arising out of the Construction both up to and after the Certificate of Occupancy is obtained by TRG, or TRG's exercise of the easements, rights or privileges granted by this Agreement, provided that any such claims, costs, expenses, damages and liabilities resulted from TRG's misconduct, its willful or wrongful act or omission, or an act or omission by TRG constituting negligence.

8. Reservation of Rights. TRG reserves for itself and its heirs, successors and assigns the right to use and enjoy all or a part of the Project Property burdened by this Agreement, except for the Post-Construction Outdoor Space and the Post-Construction Drop-off, Parking and Trash Handling Area, which shall be for the exclusive use as set forth herein (unless otherwise expressly provided herein), for all purposes not inconsistent with CCC's and CCC's Tenants' use of such property, provided such use shall not unreasonably interfere with the exercise by CCC or CCC's Tenants of the rights hereby granted. TRG reserves for itself and its heirs, successors and assigns the right to convey to others the right to use all or part of the Project Property burdened by this Agreement, in conjunction with CCC and CCC's Tenants, except for the Post-Construction Outdoor Space and the Post-Construction Drop-off, Parking and Trash Handling Area, which shall be for the exclusive use as set forth herein (unless otherwise expressly provided herein), as long as such further conveyance is subject to the terms of this Agreement.

9. No Interest in Condemnation Awards or Other Payments. In the event of any exercise of eminent domain or transfer in lieu thereof for any portion of the Project Property, the award or payment made in connection with such exercise of eminent domain or transfer in lieu thereof shall be payable only to TRG, or its successor or assign then owning fee simple title to the property, and no claim or award shall be made to CCC by virtue of rights granted under this Agreement, provided that, if the condemnation results in the taking of the Outdoor Space, or the

Post-Construction Drop Off, Parking, and Trash Handling Area, CCC and CCC's Tenants shall have the right to share in the just compensation for the loss of use of the identified spaces and areas.

10. No Public or Third Party Benefit. The parties hereto specifically acknowledge that the easements granted herein are private easements and are not for a dedicated or public easement. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights to, or in favor of, any person or entity who is not a party hereto, except CCC's Tenants as expressly provided herein.

11. Estoppel Certificate. The parties hereto agree that within twenty (20) days following receipt of any written request (but in no event more frequently than two (2) times during any calendar year) by the other party, it will issue to such party or its prospective mortgagee or TRG's successor, as applicable, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (i) whether it knows of any default under this Agreement by the requesting party and, if there are known defaults, specifying the nature thereof; (ii) whether this Agreement has been assigned, modified or amended in any way and, if so, the nature thereof and furnishing copies thereof if in such issuer's possession; (iii) whether this Agreement is in full force and effect; (iv) whether the County Lease is in full force and effect; and (v) such other matters concerning this Agreement as may be reasonably requested by the party requesting an estoppel certificate. The issuance of an estoppel certificate shall in no event subject the person furnishing same to any liability for the negligent or inadvertent failure of such person to disclose correct and/or relevant information.

12. Insurance. TRG and CCC will each provide continuing insurance, listing all required entities as the other party may reasonably require as additionally insured (which will include CCC's Tenants), throughout the duration of this Agreement, both during and after Construction, with the coverages and limits outlined on Exhibit H attached hereto and incorporated herein by reference.

13. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) three (3) business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The parties' current addresses for notice purposes are as follows:

TRG:

c/o Trinsic Acquisition Company, LLC
3100 Monticello, Suite 900
Dallas, Texas 75205
Attention: Brian J. Tusa
Fax No.: (214) 468-4114
E-mail: btusa@trinsicres.com

with a copy to: Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attention: John J. Reoch, Jr.
Fax No.: (214) 969-4999
E-mail: reoch@sbep-law.com

CCC: Central City Concern
Attn: Sean Hubert, Chief Housing and Employment Officer
232 NW 6th Avenue
Portland, OR 97209
Fax No.: 503-294-4321
E-mail: Sean.Hubert@ccconcern.org

with a copy to: Central City Concern
Attn: Kristy Faricy, Director of Legal Affairs
232 NW 6th Avenue
Portland, OR 97209
Fax No.: 503-294-4321
E-mail: Kristy.Faricy @ccconcern.org

14. Integration; Amendment. This Agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement executed by TRG and CCC. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Agreement.

15. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the parties, the unenforceability will not affect any other provisions hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. Limited to Express Rights. No rights or privileges are granted hereby except as expressly set forth herein.

17. Default. If either party to this Agreement shall fail to keep or perform any of the terms, covenants or conditions imposed upon it pursuant to the terms hereof, or shall fail to pay any amounts owed hereunder (if any), and such default shall continue for a period of thirty (30) days after written notice thereof from the other party (unless (i) such satisfaction or performance is not performable within thirty (30) days, (ii) within thirty (30) days the defaulting party is diligently pursuing such satisfaction or performance and (iii) such term, covenant or condition is

fulfilled within sixty (60) days), then in such event, in addition to any other remedies which the party seeking to enforce this Agreement against the defaulting party may have at law or in equity or as otherwise provided in this Agreement, the party seeking to enforce this Agreement against the defaulting party may, but shall not be obligated, to cure or prosecute the curing of such default at reasonable expense, and such expense of such cure and prosecution shall be paid by the defaulting party to the party seeking to enforce this Agreement against the defaulting party within thirty (30) days after written demand therefor. Any sums not paid within said time period shall bear interest at a rate of fifteen percent (15%) per annum.

18. Choice of Law. This Agreement will be construed under the laws of the State of Oregon, without regard to choice-of-law rules of any jurisdiction. Venue is located in Multnomah County Circuit Court, in Portland, Oregon.

19. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

20. Third Party Consents. CCC hereby warrants and represents that the only parties (other than OHA with respect to the Post-Construction Outdoor Space and the applicable government zoning, planning and permitting agencies) who have approval rights over the location, area and design of the Temporary Agreements and Post-Construction Agreements, as applicable, are the County, and Central City Concern Foundation (collectively, the "Consenting Parties"). The Consenting Parties are executing consent and acknowledgement pages to this Agreement for the purpose of confirming their consent to the terms and conditions of this Agreement, including the terms and conditions, location, area and design of the Temporary Agreements and Post-Construction Agreements as defined and set forth herein. CCC further hereby warrants and represents that any required consent, approval or authorization of any governmental authority or third party (other than the Consenting Parties) to this Agreement or the rights, easements and obligations provided hereunder, has been obtained by CCC, including, without limitation, the Board of Directors of CCC, CCC's lender and/or other financing sources, including, without limitation, State Finance, County Finance and Wells Fargo, and any other third parties that currently utilize or regulate the CCC Property and/or CCC Facility (other than the Consenting Parties).

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement has been executed as of (but not necessarily on) the date and year first above written.

TRG:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 2015,
by _____, a _____ of _____, a _____
_____, on behalf of such entity.

My Commission Expires:

Notary Public In and For Said State

[SEAL]

Printed Name of Notary

CCC:

CENTRAL CITY CONCERN,
an Oregon non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF OREGON §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 2015,
by _____, a _____ of Central City Concern, an Oregon
non-profit corporation, on behalf of such entity.

My Commission Expires:

Notary Public In and For Said State

[SEAL]

Printed Name of Notary

CONSENTED TO AND ACKNOWLEDGED BY:

CONSENTING PARTY:

COUNTY OF MULTNOMAH,
a political subdivision of the state of Oregon

By: _____
Name: _____
Title: _____

STATE OF OREGON §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2015,
by _____, a _____ of the County of Multnomah, a
political subdivision of the state of Oregon, on behalf of such entity.

My Commission Expires:

Notary Public In and For Said State

[SEAL]

Printed Name of Notary

CONSENTED TO AND ACKNOWLEDGED BY:

CONSENTING PARTY:

CENTRAL CITY CONCERN FOUNDATION,
an Oregon non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF OREGON §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 2015,
by _____, a _____ of Central City Concern Foundation,
an Oregon non-profit corporation, on behalf of such entity.

My Commission Expires:

Notary Public In and For Said State

[SEAL]

Printed Name of Notary

Exhibit A

TRG Property

LOTS 7 AND 8, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION OF SAID LOTS 7 AND 8 LYING WITHIN THE BOUNDARIES OF NE GRAND.

Exhibit B

Burnside Property

LOTS 3 AND 4, IN BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPT THE SOUTHERLY 15 FEET OF SAID LOT 4 HERETOFORE TAKEN FOR THE WIDENING OF E. BURNSIDE STREET.

LOTS 5 AND 6, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPT THE EAST 10 FEET TO SAID LOTS 5 AND 6, TAKEN FOR THE WIDENING OF NE GRAND AVENUE, AND EXCEPT THE SOUTHERLY 15 FEET OF SAID LOT 5 TAKEN FOR THE WIDENING OF E. BURNSIDE STREET.

Exhibit C

CCC Property

LOTS 1 AND 2, BLOCK 107, EAST PORTLAND (PLAT BOOK 1, PAGE 0053), IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1 LYING WITHIN THE BOUNDARIES OF NE MARTIN LUTHER KING JR BLVD.

Exhibit D

Temporary Drop-off Area During Construction

The conceptual renderings and construction drawings are not recordable in their existing formats. The following is a reference to such renderings and drawings provided to the parties for approval prior to execution of this Easement and Operating Agreement (Copies of which can be obtained at the offices of TRG):

Digital PDF File Title: Myhre Group CCC Temporary & Post-Construction Renderings March 4 2015

Page Title: CENTRAL CITY CONCERN - David P. Hooper Center - Level 1 (During Construction)

Page Number: 1

Generated by Project Architect: Myhre Group Architects

Dated: 3/4/2015

Exhibit E

Temporary Outdoor Space

The conceptual renderings and construction drawings are not recordable in their existing formats. The following is a reference to such renderings and drawings provided to the parties for approval prior to execution of this Easement and Operating Agreement (Copies of which can be obtained at the offices of TRG):

Digital PDF File Title: Myhre Group CCC Temporary & Post-Construction Renderings March 4 2015

Page Title: CENTRAL CITY CONCERN - David P. Hooper Center - Temporary CATC Terrace
(During Construction)

Page Number: 2

Generated by Project Architect: Myhre Group Architects

Dated: 3/4/2015

Exhibit F

Post-Construction Drop Off Parking, and Trash Handling Area

The conceptual renderings and construction drawings are not recordable in their existing formats. The following is a reference to such renderings and drawings provided to the parties for approval prior to execution of this Easement and Operating Agreement (Copies of which can be obtained at the offices of TRG):

Digital PDF File Title: Myhre Group CCC Temporary & Post-Construction Renderings March 4 2015

Page Title: CENTRAL CITY CONCERN - David P. Hooper Center - Level 1 (After Construction)

Page Number: 3

Generated by Project Architect: Myhre Group Architects

Dated: 3/4/2015

CCC Building Architectural Drawings:

Digital PDF Title: 2015-0506 DD Set

Project Architect: Myhre Group

Dated: 4/14/2014

Project Property Architectural Drawings:

Digital PDF Title: 2015-0320 PP2 GMP Set – Volume 1 CCC Excerpts

Architectural Drawing Set Reference: Permit Review Set; Package 2: Building & Site (Vol. 1 of 2)

Sheet Numbers: KP.10, A2.11A, A2.11B, A5.11A, A5.11B

Project Architect: Myhre Group

Dated: 3/20/2015

Exhibit G

Post-Construction Outdoor Space

The conceptual renderings and construction drawings are not recordable in their existing formats. The following is a reference to such renderings and drawings provided to the parties for approval prior to execution of this Easement and Operating Agreement (Copies of which can be obtained at the offices of TRG):

Digital PDF File Title: Myhre Group CCC Temporary & Post-Construction Renderings March 4 2015

Page Titles:

Page 1: CENTRAL CITY CONCERN - David P. Hooper Center - Permanent CATC Terrace
(Concept Design 1)

Page 2: CENTRAL CITY CONCERN - David P. Hooper Center – Permanent CATC Terrace
(Concept Design 2)

Page 3: CENTRAL CITY CONCERN - David P. Hooper Center – Permanent CATC Terrace
Concepts

Page Numbers: 4, 5, 6

Generated by Project Architect: Myhre Group Architects

Dated: 3/4/2015

CCC Building Architectural Drawings:

Digital PDF Title: 2015-0506 DD Set

Project Architect: Myhre Group

Dated: 4/14/2014

Project Property Architectural Drawings:

Digital PDF Title: 2015-0320 PP2 GMP Set – Volume 1 CCC Excerpts

Architectural Drawing Set Reference: Permit Review Set; Package 2: Building & Site (Vol. 1 of 2)

Sheet Numbers: KP.11, A2.12B, A3.14, A5.12B

Project Architect: Myhre Group

Dated: 3/20/2015

Exhibit H

Insurance

1. **CCC Insurance.** CCC shall, at its own expense, maintain throughout the duration of this Agreement, a policy or policies of (i) commercial general liability insurance, with liability limits of not less than \$1,000,000 combined single limit and \$1,000,000 per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Project Property and (ii) umbrella or excess liability insurance in the amount of \$1,000,000 per occurrence. All insurance policies shall name TRG and its agents as additional insureds without exclusion for the sole or contributory negligence of TRG, and without coverage limitations. The liability policies shall insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to TRG (but in no event shall any policy be issued by a carrier with a Best's Rating of lower than A and a Best's Financial Size Category of Class lower than VIII), not be cancelable unless 30 days prior written notice shall have been given to TRG, and provide primary coverage to TRG (any policy issued to TRG providing duplicate or similar coverage shall be deemed excess over CCC's policies). Such policies shall be endorsed to be primary and noncontributory as regards to any other insurance available to TRG. The commercial property insurance obtained by CCC shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against TRG, and TRG's officers, directors, employees, managers, agents, invitees, and contractors, in connection with any loss or damage thereby insured against. Neither TRG nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to CCC for loss or damage caused by any risk covered by commercial property insurance, and CCC waives any claims against TRG, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of CCC to insure its property shall not void this waiver. Such policies or certificates thereof shall (x) set forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage and (y) be delivered to TRG by CCC upon commencement of the Agreement and upon each renewal of said insurance. Upon notice of transfer of ownership of the Project Property, CCC shall immediately update all policies to include the new owner as additional insured.

2. **TRG Insurance.** During Construction, TRG shall, at its own expense, maintain through the duration of this Agreement a policy or policies of (i) commercial general liability insurance, with liability limits of not less than \$1,000,000 combined single limit and \$5,000,000 per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Project Property, (ii) umbrella or excess liability insurance in the amount of \$1,000,000 per occurrence, (iii) automobile liability insurance covering owned and non-owned, and hired vehicles of not less than \$1,000,000 combined single limit, and (iv) employer's liability coverage in conformance with the requirements of the State of Oregon. Upon issuance of the Certificate of Occupancy, or Phased Certificate of Occupancy if and as applicable pursuant to Section 1, TRG shall, at its own expense, maintain through the duration of this Agreement a policy or policies of (i) commercial general liability insurance, with liability limits of not less than \$1,000,000 combined single limit and \$1,000,000 per occurrence for property damage, personal

injuries, or deaths of persons occurring in or about the Project Property and (ii) umbrella or excess liability insurance in the amount of \$1,000,000 per occurrence. All insurance policies shall name CCC and its tenants as additional insureds without exclusion for the sole or contributory negligence of CCC, and without coverage limitations. The liability policies shall insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to CCC (but in no event shall any policy be issued by a carrier with a Best's Rating of lower than A and a Best's Financial Size Category of Class lower than VIII), not be cancelable unless 30 days prior written notice shall have been given to CCC, and provide primary coverage to CCC (any policy issued to CCC providing duplicate or similar coverage shall be deemed excess over TRG's policies). Such policies shall be endorsed to be primary and noncontributory as regards to any other insurance available to CCC. The commercial property insurance obtained by TRG shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against CCC, and CCC's officers, directors, employees, managers, agents, invitees, and contractors, in connection with any loss or damage thereby insured against. Neither CCC nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to TRG for loss or damage caused by any risk covered by commercial property insurance, and TRG waives any claims against CCC, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of TRG to insure its property shall not void this waiver. Such policies or certificates thereof shall (x) set forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage and (y) be delivered to CCC by TRG upon commencement of the Agreement and upon each renewal of said insurance.



OFFICE OF MULTNOMAH COUNTY ATTORNEY

JENNY M. MADKOUR
County Attorney

JACQUELINE A. WEBER
Deputy County Attorney

501 S.E. HAWTHORNE, SUITE 500
PORTLAND, OREGON 97214

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COURTNEY LORDS
BERNADETTE D. NUNLEY
MATTHEW O. RYAN
KATHRYN A. SHORT
JED R. TOMKINS
KATHARINE VON TER STEGGE

June____, 2015

CENTRAL CITY CONCERN

Attn: Kristy Faricy
232 NW Sixth Avenue
Portland, Oregon 97209

Re: Binding Letter Agreement to Execute the First and Second Amendment to that Certain Lease dated the 1st Day of April 2011, between Central City Concern and Multnomah County.

Dear Ms. Faricy:

Central City Concern (CCC), as Lessor under the above referenced lease (the "Lease") has undertaken the sale of a portion of the existing leased premises to Trinsic Acquisition Company, LLC, 3100 Monticello, Suite 900, Dallas, Texas 75205 ("TRG"), which intends to develop a multi-story, mixed use project. CCC's sale of the portion of the leased premises to TRG also includes the partial demolition and re-construction of several aspects of the leased premises, including the permanent physical alteration of portions of the leased premises. Multnomah County (the "County") is the Lessee under the Lease and operates the Crisis Assessment and Treatment Center ("CATC") on the leased premises through a contracted service provider, Telecare.

CCC, through a separate Easement and Operating Agreement (EOA) with TRG, commits to provide for County's parking, emergency access and the second story outdoor facility through an easement grant from TRG in the EOA over a portion of the former leased premises upon its sale to TRG. Further, under the EOA, the County understands that TRG projects a construction period of 18 months duration, starting in the summer of 2015, that will cause disruption of the quiet peace and enjoyment of the County and Telecare in the leased premises, the full extent and nature of which is not fully understood at this time.

At this time, in May 2015, CCC has sought the County's consent to all these above discussed impacts, disruptions and changes to the County's leasehold interest and rights to allow for CCC's land sale to TRG to proceed. At this time it is agreed by CCC and the County that several provisions of the Lease will need to be amended to reflect the impacts, disruptions and long-term changes brought about by CCC's sale to TRG, but that certain provisions cannot at this time be properly drafted to address all of these changes, e.g. the description of the Premises. Nonetheless, the County has agreed to consent to these impacts, disruptions and changes to the County's leasehold interest and rights on the condition that the Lease will be amended to include the revisions, as either outlined or set forth specifically in this Binding Letter Agreement (BLA).

The consideration received by CCC under this BLA is the County's consent to the impacts, disruptions and changes to the County's leasehold interests and rights. Additional consideration to CCC is the County's waiver of rights regarding certain sale proceeds from the above proposed sale to TRG, which the County holds under a certain 2005 Purchase and Sale Agreement (PSA) between the County and CCC; said waiver to be subject to a separate agreement between the County and CCC amending the PSA.

The consideration received by the County under this BLA is CCC's stipulation and commitment to execute the First Amendment to the Lease, which will include the revisions as either outlined or set forth specifically in this BLA. As additional consideration, CCC warrants and guarantees that during the period of construction the County shall have the use of an Oregon Health Authority (OHA) approved temporary outdoor access area, which CCC stipulates and agrees is essential for the County's OHA-licensed use of the leased premises.

In acknowledgements of the valuable consideration mutually exchanged and received as described herein by CCC from the County and by the County from CCC; the County and CCC hereby agree and stipulate that they will execute two amendments to the Lease:

The First Amendment will be executed to incorporate the changes that can be dealt with in the next thirty (30) days. The County and CCC have identified that the time to execute the First Amendment to the Lease shall be on or before June 30, 2015.

The County and CCC will execute a Second Amendment to the Lease at such time that the internal construction alterations to the CATC are complete and construction plans for the entire Project are at 100% completion, and the County and Telecare have each had sufficient time to review and coordinate all required OHA review and approval of the changes to the leased premises sought by CCC and imposed on the County. The County and CCC have identified the time to execute the Second Amendment to the Lease is on or before July 31, 2016.

First Amendment.

Subject to the terms and conditions set forth in this BLA as evidenced by the appropriate signatures of the officers or officials with the ability to bind and obligate CCC and the County, respectively as set forth below, CCC and County stipulate and agree the First Amendment to the Lease shall specifically include the following:

1. Existing text relating to an option to renew on the first page, in the fourth paragraph; is deleted and replaced with the following:

Lessee has the option to renew this lease for an additional three year term upon giving the Lessor 90 days written notice before the expiration of the current lease term in 2018. If lessee elects that option, at the expiration of that three year term in 2021, lessee shall have the option for up to two (2) additional five (5) year renewal terms beyond 2021, that if fully utilized will provide for the Lease term to be extended through March 31, 2031. Lessee's option to extend the Lease term, in each case, shall be exercised by giving the lessor 90 days written notice before the expiration of the then current term. The rent for any additional terms under this Section shall be based on a 2.5% annual increase from the previous year's annual rate.

2. Add at Section II. Subsection B, USE OF PREMISES, the following new provisions (new language is italicized):

B. The lessee will not make any unlawful, improper or offensive use of the premises; the lessee will not suffer any strip or waste thereof; the lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance, *except as is consistent with and as allowed under Subsection A of this Section II of this Lease, lessee's operation of the Crisis Assessment and Treatment Center (CATC) at the Premises has historically been and shall continue to be a facility where loud and/or disruptive behavior may occur by individual residents or patients, and that such behavior is anticipated and to be tolerated as a part of treatment of the patients or residents and, as such, these types of behaviors are not and shall not be deemed to be a nuisance under this Lease or otherwise actionable against lessee or its authorized service provider at the CATC.*

3. Add at Section II. USE OF PREMISES, Subsections E the following new text:

E. County's potential displacement because of TRG construction activities as provided under that certain Construction Activities Reimbursement Agreement is not "abandonment" under this Lease.

4. Add at Section IV. MAINTENANCE, REPAIRS AND IMPROVEMENTS, Subsection B, the following new sentence: It is further understood that the construction activities and the impacts authorized by the certain Easement and Operating Agreement between CCC and Trinsic Acquisition Company (LLC) (EOA) to the leased premises are not covered under this Section IV, Subsection B, and said activities and impacts are not covered by any required waiver hereunder of lessee.
5. Existing text related to indemnity found at Page 4, Section XI, the first paragraph under "Liability Insurance," is deleted and replaced with the following "Reciprocal Indemnification" clause:

Reciprocal Indemnification: Each party will indemnify, defend, and hold harmless the other party and its respective partners, directors, officers, officials, agents, and employees from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of the indemnitee or its partners, directors, officers, officials, agents, and employees occurring in, at, or on an area under the care, custody, and control of the indemnitor, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, or proceeding brought thereon, including, without limitation, all attorney fees and expenses at trial and on appeal. Any obligation imposed under this Lease on lessee (which shall mean collectively lessee's officials, officers, employees and agents) to defend, hold harmless or indemnify lessor and specifically under this Section, are subject to and limited under the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), and specifically subject to and within the financial limits set forth at ORS 30.272 for local public bodies.

6. Add to Section XVIII, ATTACHMENT BANKRUPT DEFAULT, the following new text:

Lessor will not be deemed to be in default of the performance of any obligation required to be performed by lessor hereunder unless and until lessor fails to perform the obligation within twenty (20) days after written notice by lessee to Lessor specifying the nature of

lessor's alleged default; however, if the nature of lessor's alleged default is such that more than twenty (20) days are required for its cure, then lessor will not be deemed to be in default if Lessor commences performance within the twenty (20)-day period and thereafter diligently prosecutes the same to completion. In the event of any default by lessor, lessee may exercise any and all rights and remedies available at law or in equity.

7. Add the following new Section XXV:

Quiet Enjoyment Lessor warrants that as long as lessee complies with all terms of this Lease, lessee will have quiet and peaceful possession of the leased premises free of disturbance by lessor or others claiming by or through lessor, excepting that activities authorized under and performed in full compliance with the EOA, shall not be considered a disturbance of lessee's quiet enjoyment.

Second Amendment.

Subject to the terms and conditions set forth in this BLA as evidenced by the appropriate signatures of the officers or officials with the ability to bind and obligate CCC and the County, respectively as set forth below, CCC and County stipulate and agree the Second Amendment to the Lease shall specifically include and provide for the following additional changes to the Lease as amended by the First Amendment:

1. A new description of the Leased Premises, the Common Areas, the Parking Area and requisite Exhibit(s) clearly showing exactly how the same are established in the reconfigured leased space. The new descriptions shall provide for the same or greater square footage as the existing description for the Leased Premises, Common and Parking Areas and with the same or better functionality and usability as the existing arrangements.
2. New text to describe and identify the rights of the County under Section II. USE OF PREMISES, Subsection F. Subsection F will be amended to reflect the changes noted to the Common Areas and Parking Area addressed in Number 1 above.

Failure by CCC to comply with the terms and conditions of this BLA shall be a default. If, within ten (10) days following written notice from the County to CCC specifying the basis of default, CCC does not correct the default; the County shall be authorized to declare a default and a breach of this BLA. Upon the declaration of a default and breach of this BLA, the County may exercise any remedies at law, in equity or by statute. CCC will be liable to the County for all damages caused by CCC's default.

Assuming CCC agrees to the terms and conditions as set forth herein, I have included two original Binding Letter Agreements, which have been executed by Chair Deborah Kafoury. Please have the appropriate party sign both originals and return one original to me. I have enclosed a self addressed, stamped envelope for that purpose.

Thank you in advance for your cooperation in this regard.

Sincerely,

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

Matthew O. Ryan
Assistant County Attorney

IT IS SO AGREED

IN WITNESS WHEREOF, the County and CCC have executed this Binding Letter Agreement to Amend the Lease as specifically provided above on the respective dates set opposite their signatures below:

For Lessor:

CENTRAL CITY CONCERN

Dated: _____

By: _____
Its: _____

For Lessee:

MULTNOMAH COUNTY

Dated: _____

By: _____
Deborah Kafoury, Chair

TRINSIC ACQUISITION COMPANY, LLC

May __, 2015

Multnomah County Health Department
Gladys McCoy Building
426 SW Stark St.
Portland, OR 97204
Attn: Joanne Fuller, Director

Project: Crisis Assessment Treatment Center
20 NE Martin Luther King Jr. Blvd.
Portland, OR 97232 ("CATC")

Ms. Fuller,

This letter agreement is in connection with that certain Easement and Operating Agreement (the "EOA") by and between Trinsic Acquisition Company, LLC, or its assignee ("TRG") and Central City Concern, as consented to and acknowledged by County of Multnomah. Except as specified to the contrary in this letter agreement, all defined terms in the EOA have the same meanings in this letter agreement.

Paragraph 1.c. of the EOA requires that the Temporary Outdoor Space comply in all material respects with the City's, OHA's and the County's requirements and Paragraph 2.b.(i) of the EOA requires that the Post-Construction Outdoor Space meet all requirements for OHA approval. TRG acknowledges and agrees one of the requirements for the Temporary Outdoor Space and Post-Construction Outdoor Space is that there be no apparent ligature points or accessible locations from people outside the CCC Facility for sharing or importing contraband into the CCC Facility.

Sincerely,

Trinsic Acquisition Company, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

The County acknowledges and agrees
to the foregoing:

County of Multnomah,
a political subdivision of the State of Oregon

By: _____
Name: _____
Title: _____
Date: _____