

## DOCUMENT PRODUCTION AND INDEMNIFICATION AGREEMENT

THIS DOCUMENT PRODUCTION AND INDEMNIFICATION AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2015<sup>1</sup>, 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***"). TRG, the County, and CCC are collectively the "***Parties***."

### RECITALS

A. TRG is the owner of and 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 B 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 desires to minimize unintended consequences of the Project on the Service Contractor and the County Services by obtaining a copy of all written final approvals and permits authorizing building and/or development in the areas described on Exhibit D, Exhibit E, Exhibit F, and Exhibit G of the Easement and Operating Agreement signed by the Parties (the "***Project Approvals***") regardless of which governmental entity issues the Project Approval; and to review the Project Approvals and provide TRG the County's approval of each Project Approval prior to TRG starting construction on the portion of the Project permitted by each Project Approval. CCC and TRG desire to provide the County the Project Approvals and to indemnify the County for any unforeseen Project non-compliance with law or disruption in the County Services caused by delays, suspension or revocation of any of the Project Approvals, as provided herein.

### AGREEMENT

1. Provision of Project Approvals from TRG to County & County Approval of Same. TRG will provide to the County the following:

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<sup>1</sup> To be signed and delivered at closing.

a. Prior to the execution of this Agreement, a copy of all existing Project Approvals and a list of all Project Approvals that have been identified by TRG as remaining to be obtained.

b. Upon submission of any request for a Project Approval, a copy of all application materials and other materials to be provided by TRG to any governing entity from which a Project Approval is sought.

c. Within two business days following the issuance of any Project Approval subsequent to the signing of this Agreement, a copy of the newly issued Project Approval. Failing such delivery of any Project Approval, liquidated damages as provided in Section 3 shall begin to accrue on the third business day after issuance of the Project Approval and shall continue until TRG delivers the Project Approval to the County.

d. Within three business days following receipt from TRG of any Project Approval, the County shall notify TRG of the County's approval of same or provide written notice of any objections to or questions about such Project Approval. The County will not withhold its approval of a Project Approval unless that Project Approval has a negative impact on County Services. TRG shall not start construction or cause construction to start on the portion of the Project permitted by each Project Approval until the County delivers its approval or until any objections or questions are resolved to the County's satisfaction. If the County does not provide written notice within three days to TRG following receipt of a Project Approval, the County will be deemed to have approved that Project Approval. Notice to the County under this Section shall be given to the County Counsel by mail or any other method agreed to by the Parties.

2. Provision of Project Approvals from CCC to County & County Approval of Same. It is not anticipated that CCC will be the primary applicant for any Project Approval, but if CCC does submit any request for a Project Approval CCC will provide the County the following:

a. Upon submission of any request for a Project Approval, a copy of all application materials and other materials provided by CCC to any governing entity from which a Project Approval is sought.

b. Within two business days following the issuance of any Project Approval subsequent to the signing of this Agreement, a copy of the newly issued Project Approval. Failing such delivery of any Project Approval, liquidated damages as provided in Section 3 shall begin to accrue against CCC on the third business day after issuance of the Project Approval and shall continue until CCC delivers the Project Approval to the County.

c. Within three business days following receipt from CCC of any Project Approval, the County shall notify CCC of the County's approval of same or provide written notice of any objections to or questions about such Project Approval. The County will not withhold its approval of a Project Approval unless that Project Approval has a negative impact on County Services. CCC shall not start construction or cause construction to start on the portion of the Project permitted by each Project Approval until the County delivers its approval or until any objections or questions are resolved to the County's satisfaction. If the County does not provide written notice within three days to TRG following receipt of a Project Approval, the County will be deemed to have

approved that Project Approval. Notice to the County under this Section shall be given to the County Counsel by mail or any other method agreed to by the Parties.

3. Document Production Liquidated Damages. The Parties agree that it would be impossible to calculate the actual harm incurred by the County in the event that TRG or CCC failed to comply with Section 1 or Section 2 of this Agreement. As a result, the Parties agree that the County will be entitled to One Thousand Dollars (\$1,000) per day, if TRG or CCC fails to deliver to County the documents related to a Project Approval under Section 1 or Section 2 of this Agreement within two business days following the issuance of any Project Approval. TRG will be liable under this provision for documents required under Section 1 of this Agreement, and CCC will be liable for documents required under Section 2 of this Agreement. The Parties agree that One Thousand Dollars (\$1,000) per day is a reasonable estimate of the actual harm incurred by the County for noncompliance with these sections of the Agreement. Liquidated damages under this Section 3 shall be in addition to and not to the exclusion of any other remedies available to the County for disruption in the County Services, under either the Construction Activities Reimbursement Agreement or the Easement and Operating Agreement. The daily damages provided in this Section 3 cease to accrue 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").

4. Full Compliance with Law and Project Approvals. TRG will obtain all Project Approvals needed to lawfully permit and construct the Project while allowing for the lawful continuation of the County Services. TRG will ensure substantial compliance with all Project Approval requirements.

5. Indemnity. TRG will indemnify the County and hold the County harmless for any damages incurred by the County as a result of TRG not complying with Section 3 or Section 4 of this Agreement. TRG will indemnify the County and hold the County harmless for any damages resulting from a shutdown or loss of use of County Services caused by delays, suspension or revocation of any of the Project Approvals. CCC will indemnify the County and hold the County harmless for any damages incurred by the County as a result of CCC not complying with Section 3 of this Agreement. The indemnity provided in this Section 5 will not apply to acts or omissions of TRG or CCC that occur after the Certificate of Occupancy.

6. 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.

7. 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.

8. 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.

9. Recourse. 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 or other contract between the parties beyond the scope of this Agreement.

10. 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.

11. 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, Chair

## EXHIBIT A

### Legal Description of the Project Property

## EXHIBIT B

### Legal Description of the CCC Property