

Exhibit 2

REAL PROPERTY LEASE

Multnomah County Lease Number: L-158

SECTION 1. LEASE TERMS.

- 1.1 Date of Lease October 26, 2018
- 1.2 Tenant: **MULTNOMAH COUNTY**,
an Oregon political subdivision
- Notice Address: Multnomah County – Facilities & Property Mgt.
ATTN.: Lease Administration
401 North Dixon Street
Portland, OR 97227
- 1.3 Landlord: Urban Renaissance Group LLC., a Washington
Limited Liability company registered to transact
business in Oregon
- Notice Address: Urban Renaissance Group LLC
ATTN: Tom Kilbane
720 SW Washington St., Suite 640
Portland, OR 97205.
- Address For Payment of Rent: Urban Renaissance Group LLC
ATTN: Tom Kilbane
720 SW Washington St., Suite 640
Portland, OR 97205.
- 1.4 Property: That certain real property defined as the "Property" sold through that certain and separate
PURCHASE AND SALE AGREEMENT, McCOY BUILDING (Reference Date 10/26/2018) ("Sale
Agreement"). The Property is developed with the McCoy Building and as that term is further defined
in the Sale Agreement ("Building").
- 1.5 through 1.10 [Intentionally Omitted.]
- 1.11 Permitted Use of Property:
Tenant's operation and exclusive occupation and control of the Property for office, social service
and other purposes in accordance with Tenant's historical and customary practice and Oregon law.
- 1.12 Term of Lease: Initial Term: The initial term of this lease shall run from the
Lease Commencement Date through the
Lease Expiration Date("Initial Term").
- Lease Commencement Date: The Closing Date which is the date on which
Closing occurs pursuant to that separate

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Purchase and Sale Agreement, McCoy Building, executed by the Parties with respect to the Property.

Lease Expiration Date: 11:59 p.m., September 30, 2019.

Rent Commencement Date: Lease Commencement Date.

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

1.14 Options to Renew:

As long as Tenant is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Landlord hereby grants Tenant the following options to extend the Term of this Lease: a two-month extension of the Lease Expiration Date to November 30, 2019 ("Extension Term #1"); and, if Extension Term #1 is exercised, a two-month extension of the Lease Expiration Date to January 31, 2020 ("Extension Term #2"). Tenant shall exercise its option for Extension Term #1, if at all, by giving Landlord written notice thereof on or before June 30, 2019. If Extension Term #1 is exercised, Tenant shall exercise its option for Extension Term #2, if at all, by giving Landlord written notice thereof on or before August 31 2019. All Lease terms shall remain the same during any Extension Term, except that Base Rent shall be as set forth in *Table 1.14 – Base Rent* below.

Table 1.14 – Base Rent

<u>Term Period</u>	<u>Base Rent</u>
Initial Term.	\$0.00 per month.
October 1, 2019, through November 30, 2019 (Extension Term #1).	\$150,000.00 per month.
December 1, 2019, through January 31, 2020 (Extension Term #2).	\$175,000.00 per month.

1.15 Prepaid Rent: None.

1.16 Security Deposit: None.

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

1.18 Guarantors: Not Applicable.

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

Exhibit A – Not Applicable.
Exhibit B – Not Applicable.
Exhibits C-1 through C-3 – Tenant's Insurance Program

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

Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

SECTION 2. LEASE OF PROPERTY.

2.1 Lease Agreement. Commencing on the Closing Date and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property for the Term set forth in this Lease.

2.2 By acceptance of possession of the Property hereunder, Tenant acknowledges that Tenant accepts the Property "AS IS" and "WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition and repair, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof.

2.3 Expiration Date. The Expiration Date of this Lease shall be the date stated in Section 1.12 of the Lease Terms.

SECTION 3. RENT PAYMENT.

3.1 Rent. Tenant shall pay to Landlord all Rent for the Property without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, if any, and all other sums due under the Lease, including Additional Rent. Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Property is occupied by Tenant.

3.2 Additional Rent. In addition to Base Rent, if any, during the initial term of this Lease, Tenant shall pay to Landlord all sums of money or other charges required to be paid by the Tenant under this Lease other than Base Rent (all such sums being herein deemed "Additional Rent"), and whether or not the same are designated "Additional Rent" the same shall be payable in lawful money of the United States of America without deduction, set-off or abatement whatsoever. Additional Rent includes all operating costs, maintenance and repair costs, insurance costs (including insurance premiums and deductibles) and real estate tax costs, if any, applicable to the Property during the initial term of this Lease, which amounts shall be paid by Tenant within thirty (30) days of written request by Landlord to Tenant for such payments. It is the intention of the parties that the Rent specified in this Lease shall be completely net to Landlord in each month during the term of this Lease so that this Lease shall yield to Landlord the net rent specified herein during the term of this Lease. Any amount and any obligation which is not expressly declared herein to be that of Landlord pertaining to the Premises shall be deemed to be the obligation of Tenant to be performed by, and at the expense of, Tenant. Except as otherwise specifically provided in this Lease, all costs, expenses, and obligations of every kind and nature whatsoever relating to the maintenance, repair, restoration, replacement and operation of the Premises during the term shall be paid or performed by Tenant.

3.2 Disputes. If Tenant disputes any Additional Rent, or adjustment thereof, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question, and in no event later than ninety (90) days after expiration or earlier termination of this Lease. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If

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Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the Parties. Each Party shall pay one-half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant as required by this Lease.

3.3 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one-half percent (1 ½%) per month, or (ii) the maximum rate of interest then permitted by law. Landlord may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

SECTION 4. USE OF PROPERTY.

4.1 Permitted Use. Tenant may use the Property for Tenant's Permitted Use and for no other purpose without Landlord's written consent.

4.2 Compliance with Laws. Tenant shall at its expense promptly comply and cause the Property to comply with all Laws applicable to Tenant's particular use of the Property and shall not cause any nuisance.

SECTION 5. TAXES

5.1 Upon invoice from Landlord, Tenant shall reimburse Landlord for all Real Property Taxes levied against the Property as a consequence of Tenant's use of the Property and/or as a consequence of any interest in the Property held by Tenant under this Lease. For purposes of this Lease, the term "Real Property Taxes" means all taxes and assessments of any public authority against the Property, the cost of contesting any such tax or assessment, and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Property, including but not limited to Rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for or to supplement ad valorem real property taxes or assessments, whether now existing or hereafter enacted.

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

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

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SECTION 6. MAINTENANCE AND REPAIR.

Tenant shall, throughout the Term and at no expense whatsoever to Landlord, take good care of the Property, including all improvements hereafter erected thereon, and shall not do or suffer any waste with respect thereto. Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other improvements, including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems, in lawful order and in at least as good condition as such improvements are in on the Lease Commencement Date, excepting reasonable wear and tear, Major Damage, or Taking. Tenant shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties.

SECTION 7. ALTERATIONS.

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

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

SECTION 8. UTILITIES AND SERVICES.

8.1 General. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Property during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Property

Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Property. Unless caused by the sole, active negligence of Landlord, interruption of any service or utility shall not render Landlord liable

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to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease or be deemed an eviction or disturbance of Tenant's use and possession of the Property. Tenant shall install surge protection systems for power provided to the Property, and Tenant releases Landlord from all liability for any damage caused by any electrical surge.

SECTION 9. SIGNS AND OTHER INSTALLATIONS.

All signs installed by Tenant shall comply with all applicable codes. All signs and sign hardware shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease.

SECTION 10. INSURANCE AND INDEMNITY.

10.1 Tenant's Insurance. Tenant is self-insured for liability and worker's compensation as substantially set forth in Exhibits C-1 through C-3 and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Property and any alterations or tenant improvements Tenant makes to the Property (together, "Tenant's Insurance Program"). At Tenant's sole cost, Tenant shall maintain (including any necessary renewals) Tenant's Insurance Program throughout the Term and shall provide to Landlord documentation demonstrating the same reasonably requested by Landlord. Tenant shall notify Landlord at least thirty (30) days in advance of any material change to Tenant's Insurance Program.

At all times during the Lease Term and any extensions or renewals, Tenant agrees to cause Tenant's agents, contractors, or subcontractors to keep and maintain workers' compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Landlord and the Property from claims of any person who may at any time work on the Property, whether as a servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.

10.2 Landlord's Insurance. During the Term, Landlord shall maintain in full force and effect a policy or policies of insurance covering the Property, which shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Landlord's sole election), together with loss of rents and secondary liability insurance and other insurance as Landlord deems reasonably necessary and all reasonable deductibles paid under all such policies of insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Landlord deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value of the Property. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no interest therein. The cost of Landlord's Insurance shall be "Additional Rent" and reimbursed by Tenant to Landlord to the extent provided in this Lease.

10.3. Tenant's Indemnity. Tenant shall indemnify, protect, defend and hold Landlord, its officers, agents, invitees, and employees harmless for, from and against any and all claims, liabilities, judgments, demands, costs and expenses (including attorneys' fees) arising from the use and occupancy of the Property by Tenant, Tenant's officers, agents, invitees and/or employees as well as those arising from Tenant's failure to comply with any covenant of this Lease on Tenant's part to be performed and shall, at Tenant's own expense, defend Landlord against any and all suits or actions arising out of such negligence, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Landlord in any such suit or action. Tenant's obligations under this Section 10.3 and under this Lease are subject to and limited under the Oregon Constitution, including but not limited to Article XI, Section 10 therein, as well as the Oregon Tort Claims Act (ORS 30.260 to 30.300), including but not limited to being specifically subject to and within the financial limits and conditions set forth at ORS 30.272 for local public bodies and at ORS 30.273 for public bodies. The provisions of this Section 10.3 shall survive the termination or expiration of this Lease.

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10.4 Landlord's Indemnity. Landlord shall indemnify, defend, and hold harmless Tenant and its officers, subtenants, agents, invitees, and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the Property as the result of the gross negligence or willful misconduct of Landlord, its officers, employees, contractors, agents or invitees, and/or (b) Landlord's breach or violation of any term of this Lease. The provisions of this Section 10.4 shall survive the termination or expiration of this Lease.

10.5 Waiver of Claims and Subrogation. Landlord and Tenant each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Landlord and Tenant shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing.

SECTION 11. EMINENT DOMAIN.

If any substantial portion of the Property shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof ("Taking") and such Taking renders the Property, in the reasonable opinion of Tenant and Landlord, unsuitable for Tenant's use, then either Party may terminate this Lease by giving thirty (30) days' prior written notice to the other Party, and such termination shall be effective on the date possession of the Property, or portion thereof is delivered to the condemning authority. If this Lease is not so terminated, Landlord shall repair and restore the Property as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Tenant is deprived of the use of any portion of the Property or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Property is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Landlord; provided, however, that nothing contained herein shall prevent Tenant from prosecuting a separate claim for the value of its interest in the Property, so long as that award does not diminish the award that Landlord would otherwise be entitled to as a result of the Taking.

SECTION 12. FIRE OR CASUALTY.

In case of Major Damage to the Property, Landlord or Tenant may jointly elect to terminate this Lease in writing. "Major Damage" shall mean damage to the Property by fire or other casualty (i) which causes any substantial portion of the Property to be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Property (iii) or which is not required under this Lease to be covered by insurance. If the Parties do not terminate this Lease after any Major Damage, or if damage occurs to the Property which is not Major Damage, Landlord shall promptly restore the Property to a condition to which the Parties mutually agree that at a minimum allows for continued operation of the Permitted Use, and this Lease shall continue in full force and effect. In the event of any damage to the Property by fire or other casualty, Tenant shall promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant after the Lease Commencement Date or pay the cost of such restoration to Landlord if Landlord performs such restoration. In the event the Property is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Property from the date of damage until the date restoration work to the Property is substantially complete.

SECTION 13. ASSIGNMENT; SUBLETTING.

Tenant shall not assign or encumber its interest under this Lease without having first provided thirty (30) days' written notice to Landlord and thereafter obtained Landlord's written consent, which consent may be withheld by

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Landlord in its sole discretion. Tenant shall deliver written notice of Tenant's desire to assign this Lease. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment shall be a consent to any further assignment. Tenant shall be entitled to sublet one or more portions of the Property to one or more of Tenant's services contractors provided any such sublease terminates on or before the Termination Date of this Lease; otherwise, Tenant may sublet all or any portion of the Property only upon Landlord's written consent, which consent may be withheld by Landlord in its sole discretion.

SECTION 14. DEFAULT.

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

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

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

14.1.3 Assignment by Tenant in violation of Section 13.

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

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

14.2 Landlord's Remedies for Default. Upon the occurrence of an Event of Default, Landlord's sole remedy shall be as follows: subject to the provisions in Section 3.3 governing Tenant liability for damages arising from late payment of Rent, Tenant shall be liable to Landlord for all damages caused by Tenant's default. Landlord may periodically sue Tenant to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter.

14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest thereon at the rate of one percent per month (1%), but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Landlord fails to perform such obligation within

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thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; provided, however, that if the nature of Landlord's alleged default is such that more than thirty (30) days are required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

SECTION 15. NOTICES.

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

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

SECTION 16. LANDLORD ACCESS.

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

SECTION 17. CONVEYANCE BY LANDLORD

If the Property is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this Lease. If the buyer or transferee assumes all obligations of Landlord under this Lease accruing thereafter, Landlord shall be deemed released of all liability to Tenant under this Lease accruing thereafter.

SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Tenant shall execute all documents reasonably requested by Landlord or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a commercially reasonable non-disturbance agreement by which the holder of such Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any applicable cure period. If any Encumbrance is foreclosed, so long as the buyer at the foreclosure sale delivers to Tenant a written agreement recognizing Tenant's interest in this Lease, Tenant shall attorn to such buyer, and this Lease shall continue in full force and effect.

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SECTION 19. SURRENDER; HOLDOVER.

Upon expiration or earlier termination of this Lease, Tenant shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty, and the elements alone excepted, as the same existed on the Closing Date. Tenant shall remove all of its personal property and shall repair all damage to the Property resulting from that removal. If Tenant fails to remove any such personal property, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without liability to Tenant or others. Notwithstanding any term or provision of this Lease, Tenant shall have ten (10) days after termination of this Lease to remove its property from the Premises. The provisions of this Section shall survive any termination of this Lease.

If Tenant fails to surrender the Property and remove all its personal property as set forth herein, Landlord may either: (i) recognize Tenant as a month-to-month tenant at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be Two Hundred Thousand Dollars (\$200,000.00) per month; or (ii) evict Tenant from the Property and recover all damages resulting from Tenant's wrongful holdover.

SECTION 20. HAZARDOUS MATERIALS.

Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, excepting the following to the extent such materials are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices: reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's operations and maintenance; and materials necessary to or required as part of Tenant's operations and maintenance of the Permitted Use. Tenant covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Tenant, its agents, employees or invitees during the term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Tenant, its agents, employees or invitees on, in, or about the Property which occurs during the term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend, protect and hold harmless Tenant, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its agents, employees, or contractors on, in or about the Property; provided, however, in no event shall Landlord be required to indemnify Tenant with respect to any Hazardous Materials that are present on the Property as of the Lease Commencement Date ("Preexisting Hazardous Materials") except to the extent that a claim, judgment, damage, penalty, fine, cost, liability or loss arises from Landlord's negligence or willful misconduct with respect to the use, storage, disposal, or release of such Preexisting Hazardous Materials. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Property that Tenant, or Tenant's agents or employees, becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions

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of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

SECTION 21. LITIGATION; WAIVER OF JURY TRIAL; COSTS AND EXPENSES.

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

21.2 By execution of this Lease:

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

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

21.3 Each Party shall bear its own costs and expenses, including attorney fees, at trial and on appeal or petition for review. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

SECTION 22. ESTOPPEL.

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

SECTION 23. QUIET ENJOYMENT.

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

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SECTION 24. FORCE MAJEURE.

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

SECTION 25. BROKERS.

Neither Party shall have any obligation or liability to pay any broker commission associated with this Lease. Each Party shall indemnify, defend, and hold the other Party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent with respect to this Lease.

SECTION 26. GOVERNING LAW.

This Lease shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law); provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Lease, and as to those matters, the law of jurisdiction under which such entity derives its powers shall govern.

SECTION 27. NONWAIVER.

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

SECTION 28. CAPTIONS.

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

SECTION 29. CONSENT.

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

SECTION 30. LIMITATION ON LIABILITY.

Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Landlord and its agents and employees, Tenant hereby releases Landlord, its agents and employees from (i) damage to Tenant's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Landlord's interest in the Property. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, members, employees or shareholders of Landlord or its partners, and Tenant shall look solely to the Premises, and the rents and profits therefrom, for satisfaction of any liability in respect of this Lease and will not seek

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recourse against the individual partners, directors, officers, members, employees or shareholders of Landlord or its partners or any of their personal assets for such satisfaction.

SECTION 31. TIME OF THE ESSENCE AND HOLIDAYS.

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

SECTION 32. COMPLETE AGREEMENT; NO IMPLIED COVENANTS.

This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord and Tenant concerning the Leaseback of the Property, and all prior written and oral agreements and representations between the Parties are void. Landlord and Tenant agree that there are no implied covenants or other agreements between the Parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations of the other Party except those expressly set forth herein.

SECTION 33. SUCCESSORS.

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

SECTION 34. SEVERABILITY.

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

SECTION 35. AUTOMATIC VOIDANCE OF LEASE.

If the Sale Agreement terminates without Closing under the terms of the Sale Agreement, this Lease shall be deemed automatically null and void and the Parties shall have no further obligations to or claims against each other under this Lease.

SECTION 36. COUNTERPARTS; FACSIMILE SIGNATURES.

This Lease may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Lease. This Lease may be executed by electronic, digital, or facsimile signature and any such signature shall be considered to have the same binding legal effect as a hand-written or wet-ink signature.

[signatures on next page]

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

LANDLORD: _____

TENANT: MULTNOMAH COUNTY,
an Oregon political subdivision

By: _____

By: _____

Name/Title: _____

Name/Title: Deborah Kafoury, Chair

Date: _____

Date: _____

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

By: _____
Jed Tomkins, Assistant County Attorney

Date: _____

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

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EXHIBIT C-1

Department of County Management



Risk Management, Property and Liability Programs

9 May 2018

Address of Recipient
Address of Recipient
Address of Recipient

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

To Whom It May Concern:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Casey O'Donnell".

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

EXHIBIT C-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL177651367

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5110-0047-01	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5110-0047-01	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			5111-0056-01 Excess of Underlying	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC009186 Excess of WC Limit: \$50,000,000 WC SIR: \$1,000,000	7/1/2016	7/1/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Healthcare Professional Liability			0304-7617 Claims Made 7/1/07 Retro	7/1/2017	7/1/2018	Per Claim & Aggregate \$10,000,000 Retention: \$1,000,000

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

Operations of Insured

CERTIFICATE HOLDER

CANCELLATION

Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

R Graybeal, CPCU, ARM

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Department of County Management



Risk Management, Property and Liability Programs

9 February 2015

**Multnomah County
Certificate of Automobile Liability Insurance**

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

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

THIS INSURANCE COMPLIES WITH ORS 806.130 AND OAR 735.050.0020

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

Oregon Department of Transportation Non-Expiry Certificate Number 28

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



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

DMV Services
1905 Lana Avenue NE
Salem OR 97314

FILE CODE:

September 10, 2007

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

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

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

Certificate number 28 is a non-expiry certificate.

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

Contact DMV if any changes on the application occur.

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

Sincerely,

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

RECEIVED

SEP 12 2007

RISK MANAGEMENT

