



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):

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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):

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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

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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):

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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

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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.