

# RESOLUTION NO. \_\_\_\_\_, EXHIBIT 1

**PROPERTY:** 6144 SE FOSTER ROAD  
PORTLAND, OREGON

## COMMERCIAL CENTER LEASE

**1. PARTIES.** This Lease is between Winson International, LLC (collectively "Landlord") and Multnomah County, a political subdivision of the State of Oregon (Tenant).

**2. PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord the Premises consisting of approximately 13,390 square feet of space (on the west endcap), and as shown outlined on the site plan attached as Exhibit A (the "Site Plan"). The location of the demising wall between the Premises and the adjacent space leased by 7-Eleven is also shown on Exhibit "A". The Premises are a portion of the commercial center described in Exhibit "B" attached hereto (the Center) and shown on the Site Plan and located at 6144 SE Foster Rd, Portland, Oregon (together, the Premises, Center, and land appurtenant thereto constitute the "Property"). The square footage of the Premises is subject to verification by Tenant and adjustment by amendment to this Lease, if necessary.

Landlord grants Tenant, together with its employees, suppliers, contractors, authorized representatives, invitees, permitted assigns and sublessees, (i) the exclusive use of those areas of the Center in addition to the Premises, including, but not limited to, parking areas and spaces as provided herein, sign locations as provided herein, space reserved outside the entrance of the Premises, west endcap loading and staging areas designated as "Exclusive Use" on the Site Plan (collectively "Exclusive Use Area"), and (ii) a non-exclusive easement for parking and for use of any means of ingress and egress in, to and from the Center now or hereafter existing, including, but not limited to, driveways, curb cuts, sidewalks and parking areas, in common with Landlord and Landlord's other tenants ("Common Area") as indicated on the Site Plan. Landlord further grants to Tenant and its employees, suppliers, contractors, authorized representatives, invitees, permitted assigns and sublessees, the non-exclusive right to use any means of ingress and egress to and from the Center, insofar as Landlord has the right to grant such use.

**3. TERM.** Unless sooner terminated or extended as herein provided, the term of this Lease shall be of ten(10) years (the "Term"). The Term shall commence on November 1, 2017, being referred to herein as the "Rent Commencement Date".

Landlord grants to Tenant two (2) five (5) year successive options to extend the Term upon the same terms, covenants and conditions of the Lease, for any period of time up to but not exceeding five (5) years for each option ( each, and "Extended Term"). If Tenant elects to exercise one or more options, Tenant shall notify Landlord at least ninety (90) days prior to the expiration of the Term or the Extended Term in effect at the time of the notice.

**4. RENT.** Tenant agrees to pay Landlord rent on a monthly basis in the amount set forth on the following table for each and every month during the Term and any Extended Term, in advance on or before the fifth (5<sup>th</sup>) day of each month unless abated or diminished as provided herein. Rent may be paid, at Tenant's option, either (i) by check and sent by ordinary first class mail to Landlord at the address set forth in Article 26 below, or (ii) by ACH transfer to an account designated from time to time by Landlord in writing to Tenant. Landlord shall designate an account for ACH transfer promptly upon receipt of written request from Tenant.

<u>MONTH'S</u>	<u>MONTHLY BASE RENT (DOUBLE-NET)</u>
1 – 3	<b>DOUBLE NET ONLY</b>
4 – 12	\$ 13,390.00 NN
13 – 24	\$ 13,657.80 NN
25 – 36	\$ 13,930.96 NN
37 – 48	\$ 14,209.58 NN
40 – 60	\$ 14,493.77 NN
61 – 72	\$ 14,783.64 NN

73 – 84	\$ 15,079.31 NN
85 – 96	\$ 15,380.90 NN
97 – 108	\$ 15,688.52 NN
109 – 120	\$ 16,002.29 NN
121 – 123	\$ 16,322.34 NN

**5. USE.** Multnomah County Social Services

**6. UTILITIES.** Tenant shall pay promptly for all water and sewer facilities, gas and electrical services, including heat and light, garbage collection, recycling, and all other facilities and utility services used by Tenant or provided to the Premises during the Term. If the heating and air conditioning systems or any other utility service is not on separate meters, Tenant shall pay its proportionate share of such charges as reasonable determined by Landlord provided in this Lease. Tenant shall arrange for regular and prompt pickup of trash and garbage and shall store such trash and garbage in only those areas designated by Landlord. However, if Landlord elects to arrange for garbage collection on a cooperative basis for Tenant and other tenants, Tenant shall pay its proportionate share as reasonably determined by Landlord as provided in Article 23 of this Lease. Tenant shall comply with any recycling programs required by any Law or reasonably required by Landlord. Landlord shall not be liable or responsible for any interruption of utility service to the Premises and any such interruption shall not entitle Tenant to any abatement of rent, unless such interruption is caused solely by the negligence of Landlord.

**7. TAXES.** Landlord and Tenant acknowledge that the space Tenant occupies (77 % of Center) may qualify for tax exemption. 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. Tenant will be responsible for its pro-rata share of any fees, taxes or other tax assessments not subject to exemption. Tenant will be responsible for filing and maintaining the tax exemption application. Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures located on the Premises. Tenant shall reimburse Landlord for all taxes and assessments levied against the Premises during the Term and the Extended Term after presentation to Tenant by Landlord of tax statements and receipts evidencing payment thereof from the taxing jurisdiction (s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and Extended Term, if applicable, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises or the Center prior to the commencement of the Term. If a separate tax statement is not available for the Premises, the amount of taxes for which the Tenant shall be liable under this Lease shall be a percentage of the total amount of such taxes levied against the Center, which percentage shall be determined by dividing the amount of square feet in the Premises by the total amount of square feet of all buildings in the Center whether or not leased or occupied (the "Pro Rata Share"). Landlord and Tenant acknowledge that Tenant's initial Pro Rata Share shall be 77%. In no event shall the amount of square footage of all buildings in the Center be less than 17,390 square feet.

All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at the address provided in Article 26 below.

If applicable, Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made by Landlord to Tenant in the manner set forth above within six (6) months after the applicable date of delinquency.

If applicable, Landlord may direct the taxing jurisdiction(s) to send tax statement(s) with respect to the Premises only directly to Tenant. Landlord shall immediately notify Tenant when it has so directed such taxing jurisdiction(s). Landlord further agrees that Tenant, in the name of Landlord but at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to such taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in

connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises.

## **8. MAINTENANCE.**

**8.1** At its sole expense, Landlord shall repair and maintain in good working order the roof (including roof drains, penetrations (unless said penetrations are caused by Tenant's tenant improvement work), access doors, parapet, and all other roof appurtenances, and as necessary replace the roof); the slab and foundation; exterior walls, interior structural walls, and all other structural aspects of the Center of which the Premises are a part; and all systems such as mechanical, electrical, and plumbing of or in the Center (except to the extent such systems extend into or are otherwise located within the Premises, as demarked by the interior wall thereof, in which case Tenant shall, as necessary and at its sole expense, repair, maintain in good working order, and replace such systems (excepting only fire sprinklers). Notwithstanding the above, prior to Tenant's occupancy of the Premises, Landlord agrees to replace any damaged windows, repair any exterior doors and all HVAC units shall be in good working order and repair with a remaining service life of at least ten years.

**8.2** Subject to reimbursement as outlined in Article 23 of this Lease, Landlord shall, as necessary, repair, maintain in good working order, and replace other components of the Premises, Center, Common Areas, and Property including but not limited to the parking lot, walkways, exterior lighting, landscaping, irrigation systems, fire sprinkler system, trash enclosures and containers used in common, and any areas used in common by other tenants in the Center, all utilities up to the Premises, parking lot drains, area drains, roof downspouts and gutters, the building exterior (paint and repair), and pest control.

**8.3** All repairs, replacements, alterations, or other work performed on or around the Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Tenant. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs or alterations to the Building. Work may be done during normal business hours. Tenant shall have no right to an abatement of Rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's performance of repairs and maintenance pursuant to this Article 8.3 and any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance shall not be construed as a constructive or other eviction of Tenant. Landlord's obligations under this Article 8 are automatic and Tenant has no obligation to notify Landlord of a need for repair, maintenance, or replacement as a prerequisite to Landlord's performance thereof; however, Tenant shall notify Landlord of the need for repair, maintenance, or replacement ("Tenant's Maintenance Notice") before declaring Landlord in breach of this Lease for any failure to so repair, maintain, or replace. Tenant shall not declare Landlord in breach under this Article 8.3 unless the repair, maintenance, and/or replacement specified in the Tenant's Maintenance Notice has not been completed within 15 business days of such Notice (or if the condition in need of repair constitutes an emergency which is causing immediate and material risk of damage or injury to person or property at the Premises, Landlord must perform such repair within five (5) business days after receipt of such notice); provided, however, that if the nature of the repairs is such that more than fifteen (15) business days (or, in the case of the emergency repairs described above, five (5) business days) are reasonably required for performance, then Landlord shall not be deemed to be in default hereunder if Landlord commences such repairs within said fifteen (15) business day period and thereafter diligently completes them and provided further, that for purposes of this sentence "commences" includes any steps taken by Landlord to investigate, design, consult, bid or seek permit or other governmental approval in connection with such repair. Should Landlord default with respect to its obligation to make any of the repairs assumed by it hereunder with respect to the Premises, Tenant shall, as its sole remedy for such default, have the right to perform such repairs and have the costs for such repairs reimbursed by Landlord and Landlord agrees that within thirty (30) days after written demand accompanied by a detailed invoice(s), it shall pay to Tenant the cost of any such repairs. Further, if, in Tenant's judgment an emergency exists that threatens substantial loss to the Premises or Tenant's property or threatens the operations within the Premises, Tenant shall have the option to take the necessary steps to eliminate the emergency condition and make repairs. Landlord agrees that within thirty (30) days after written demand accompanied by a detailed invoice, it shall pay to Tenant the cost of any such repairs.

**8.4** Tenant agrees to keep the remainder of the Premises (including the "Exclusive Area") in good repair throughout the Term, including maintenance of interior walls, ceiling tiles, lighting, electrical and plumbing, HVAC, storefront glass and doors, door closers and any awnings or exterior signage it may install, flooring and janitorial service and supplies. All Tenant's work shall be in full compliance with then current building code and other governmental requirements. Tenant agrees to keep Premises clean and in sanitary condition as required by health, sanitary and police ordinances and regulations of any political subdivision having jurisdiction and to remove all trash and debris which may be found in or around Tenant's storefront and the Exclusive Area.

If Tenant refuses or neglects to commence such repairs and maintenance for which Tenant is responsible under this Article 8.4 within fifteen (15) business days after notice from Landlord ("Landlord's Maintenance Notice") and if the failure to initiate the repair threatens to cause further damage or waste to the Premises, the Landlord may enter the Premises upon at least 48 hours advance written notice (except in the case of an emergency) during Tenant's business hours and cause such repairs and/or maintenance to be made. Notwithstanding anything to the contrary contained herein, if Landlord elects to enter the Premises as permitted herein, it shall use commercially reasonable efforts to minimize any interference with Tenant's business at the Premises. Tenant agrees that upon demand, it shall pay to Landlord the reasonable cost of any such repairs subject to the terms of this Article 8 not exceeding the amount of out-of-pocket expenses actually expended by Landlord.

Landlord shall have the right to inspect the Premises upon at least 48 hours advance notice to determine the necessity of repair.

**9. ALTERATIONS.** Tenant shall not make any alterations involving structural, weight bearing changes without securing Landlord's written consent, which consent shall not be unreasonably withheld. Tenant may make alterations or additions to the Premises store front, signs, mansard or marquee and other non-weight bearing alterations to the Premises as Tenant may desire, including alterations to non-bearing partitions. Such alterations or additions will be made in a good workmanlike manner without cost to Landlord, and shall be free and clear of mechanics' and materialmen's liens provided that if such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith.

Landlord shall have no right to make any changes to the exterior of the Premises, including changes to the exterior image or signage of the Premises, without Tenant's prior written consent.

**10. TRADE OR OTHER FIXTURES.** Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures on, in or adjacent to the Premises, including its roof, and/or the Exclusive Use Area as are reasonably necessary for the operation of its use (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilation and air conditioning equipment (the "HVAC"), equipment used for food preparation, showers and bathroom fixtures and Tenant's signage, if any.

All Fixtures, whenever installed shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term or Extended Term, remove any of the Fixtures and shall repair any damage caused by such removal. Notwithstanding the foregoing, Tenant may not remove HVAC equipment from the roof of the Premises unless it exchanges such equipment for replacement purposes.

**11. PERMITS/LICENSES.** Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs of the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

**12. CASUALTY DAMAGE AND CASUALTY INSURANCE.**

(a) If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty insured against in a standard fire and extended coverage property insurance policy of the type then commonly purchased by owners of centers in the area in which the Premises are situated (such a casualty being hereinafter referred to as an insurable casualty) and the then current Term shall have at least two years to run, Landlord, at Landlord's expense, shall promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insurable casualty and all rental shall abate from the date of such occurrence until the Premises are so restored.

If, in the opinion of the Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty other than an insurable casualty or by any casualty whatever when the current Term shall have less than two years to run, Landlord may either promptly and diligently restore the Premises at Landlord's expense as above provided, in which event all rental shall abate from the date of such occurrence until the Premises are so restored, or Landlord may terminate this Lease effective as of the date of the occurrence of the casualty; provided, that Landlord shall not have the right to so terminate this Lease if the casualty or peril is an insurable casualty and within twenty (20) days after the occurrence of the casualty, Tenant exercises, or agrees to exercise, any option to extend the Term for a period of at least two (2) years beyond the date of the casualty or if the casualty is other than an insurable casualty and Tenant within twenty (20) days after the occurrence of the casualty agrees in writing to restore the Premises at Tenant's expense. If in the opinion of Tenant, the Premises are not rendered substantially unfit for the occupancy or use herein contemplated, Landlord shall promptly and diligently restore the Premises at Landlord's expense to the condition existing prior to the occurrence of the casualty and the rental shall not abate during such restoration period, provided the Landlord is prompt and diligent in connection with the restoration.

(b) Landlord agrees to maintain a standard fire and extended coverage property insurance policy on the Center of which the Premises are a part, including Tenant's improvements which comprise part of the building on the Premises. The policy shall be of the type commonly purchased by owners of centers in the area in which the premises are situated, and shall insure the Center to at least ninety percent (90%) of the Center's replacement cost throughout the Term of this Lease and any Extended Term. Each year during the current Term, Landlord shall furnish to Tenant a certificate of insurance naming Tenant as additional loss payee, as it interest may appear, evidencing that such insurance is in effect and a copy of the invoice reflecting that the premium has been paid. Such certificate shall state on its face that such insurance shall not subject to cancellation except after twenty (20) days prior written notice to Tenant of such cancellation. Tenant shall reimburse Landlord for its Pro Rata Share of the premium.

**13. WAIVER OF SUBROGATION.** If either party of this Lease sustains loss or damage to the Premises or the Fixtures, or any other property located thereon, from which it is protected by an insurance policy, then, to the extent that such party is so protected, it waives any right of recovery from the other party. Each party agrees immediately to give to each insurance company which has issued to it a policy of fire and extended coverage property insurance written notice of the terms of such mutual waivers, and to cause any such insurance policy to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage.

**14. LIABILITY INSURANCE.** Tenant agrees, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$2,000,000 or its equivalent, and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage and naming Landlord as additional insured under the policy but only as respect the Premises. Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article.

**15. INDEMNITY.** Subject to Article 13, during the Term, and any Extended Term, Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation asserted by any third party, arising from any damage or injury caused by the use of the Premises by Tenant, its agents, employees, suppliers, authorized representatives, invitees, permitted assigns and sublessees, or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, cost or obligations as shall result from conditions existing on the Premises

prior to the commencement of the Term, acts or omissions of Landlord or the failure of Landlord to perform its obligations under this Lease. Landlord agrees to indemnify and hold Tenant harmless from any liability, loss, cost or obligation arising from conditions existing on the Premises prior to the commencement of the Term, act or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease.

Tenant's obligations under this Article 15 are subject to and limited under the Oregon Constitution, including but not limited to Article XI, Section 10, 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.

**16. ASSIGNMENT OF SUBLEASE.** Tenant shall have the right to assign this Lease or sublease the whole or any part of the premises (including use of the Exclusive Area). Any assignment or sublease shall be subject to all of the terms, covenants and conditions of this Lease and Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

**17. EMINENT DOMAIN.** If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises or Center are taken or conveyed under threat of the exercising of such right, or (ii) only a portion of the Premises or a portion of the Center is so taken or conveyed and Tenant determines that the remainder of the Premises or Center (including the Common Area and/or Exclusive Use Area) is inadequate or unsatisfactory for its use, which determination shall not be arbitrarily or capriciously made, or (iii) Tenant's access to the Premises or the Center is reduced by such taking or conveyance, or other reconstruction or alteration of the roadways abutting the Center, whether or not property is actually taken from the Center for such reconstruction or alteration, and Tenant determines that its access to the Premises or Center (including Common Area and/or Exclusive Use Area) is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrary or capriciously made, Tenant shall have the right to terminate this Lease subject to Tenant's rights as set for below. Such termination shall be effective on the date Tenant determines that its occupancy, use, or access (whichever is earlier) is inadequate or unsatisfactory for its purposes. The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and Landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for relocation expenses, loss or damage to Fixtures and improvements made by Tenant to the Premises or the Center, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted under applicable law to make.

If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty (60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant.

**18. ATTORNEYS' FEES.** If suit is brought to enforce any terms, covenants or conditions of this Lease, each party shall bear its own fees, costs and expenses at trial and on appeal, including attorney fees and expenses.

**19. DEFAULT.** If Tenant defaults in the payment of the monthly rent, Landlord shall promptly notify Tenant in writing. Should Tenant fail to cure such default within ten (10) days after receipt of such notice, Landlord shall have the right to:

a) Collect a late charge, equal to two percent (2%) of the overdue amount, every ten (10) days that the charge is late, up to a maximum of ten percent (10%) of the overdue amount, commencing on Tenant's receipt of written notice of the amount being late and unpaid, until the amount is received.

b) Subject to applicable law, Landlord may reenter and repossess the Premises, removing all persons therefrom without prejudice to any remedies for arrears of monthly rent or any other sums otherwise due, or breach

of any other covenants hereunder. Within a reasonable period of time following such reentry and repossession, Landlord shall relet the Premises for the account of Tenant on such terms and conditions and for such uses as Landlord may reasonably determine in an effort to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all monthly rent or any other sums otherwise due up to and including the date of such reentry and repossession; and thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay Landlord, all monthly rent or any other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of Landlord's reasonable expenses incurred in conjunction with such reletting.

If Tenant defaults in the performance of any of the terms, covenants and conditions of this Lease other than the payment of monthly rent, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure such default, then in either such event Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord.

If Landlord defaults in the performance of any of the terms, covenants and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default then, in either such event, Tenant, at its option, may, to the extent permitted by the law of the jurisdiction in which the Premises is located, (i) cure such default and setoff or deduct any expenses so incurred from the rent or other amounts due, and/or (ii) bring an action against Landlord, at law or in equity, arising out of such breach.

**20. PURCHASE OPTIONS.** Tenant acknowledges the existence of a Right of First Refusal currently held by 7-Eleven and outlined within Article 21 of its lease of 4,000 square feet within the Center.

**20.1** Governed by the terms and conditions of Article 21 of the 7-Eleven lease, Tenant is given an Option to Purchase the Property at any time during years 5 through 7 of the Term of this Lease for the fair market value price as determined by an independent appraiser selected by the Landlord and approved by the Tenant, with the cost for such appraiser's services to be shared equally by Landlord and Tenant.

**20.2** Governed by the terms and conditions of Article 21 of the 7-Eleven lease, Tenant is given a Right of First Refusal to Purchase the Property as follows:

**20.2.1** During the Term of this Lease, before Landlord may sell the Property to a third party, Landlord shall first offer the Property to Tenant on the same terms and conditions as are offered by the third party. Tenant shall have 30 days during which to accept said offer. If Tenant does not accept said offer within said period ("Tenant's Nonacceptance"), Landlord shall be free to accept the third-party offer. If Landlord does not enter into an agreement with the third party on said terms and conditions and close the transaction within 180 days of Tenant's Nonacceptance, Landlord's right to sell the Object to the third party shall expire and the procedure described in this Article shall again be applicable. Further, if, within 90 days after Tenant's Nonacceptance, Landlord offers the Property to a third party for a purchase price that is less than a purchase price offered by Landlord to Tenant by five percent (5%) or more, Landlord shall re-offer the Property to Tenant on the terms offered to such third party and the remaining procedures described in this Article shall again be applicable.

**20.2.2** This Article 20.2 shall apply on so long as Winson International, LLC holds and ownership interest in the Property and shall not apply to any Successor Landlord under Article 25 of this Lease or any other bona fide purchaser for value of the Property.

**21. SETBACK RESTRICTIONS.** Landlord agrees that no building or other structure in the Center

which faces the same street as the Premises shall be constructed closer to such street than the Premises so as to impede or alter ingress and egress and visibility, without Tenant's prior written consent. In addition, Landlord agrees that all signs in the Center will be constructed and located in such a manner which will not detract from the visibility of Tenant's signage.

**22. LANDLORD'S COVENANTS.** Landlord covenants that (i) it has good and marketable fee simple title to the Center and the Property, and the Premises are free of all leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the rights granted Tenant in this Lease, (ii) to the best of Landlord's knowledge, there are no restrictive covenants, zoning or other ordinances or regulations applicable to the premises which will prevent the premises from being used as permitted in Article 5 above, and (iii) any underground storage tanks or facilities or hazardous materials currently or previously located on or under the Premises or Center have been or will be properly removed and disposed of and that any contamination related thereto has been or will be assessed and remedied according to applicable laws, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities. To the best of landlord's knowledge, information and belief, the Premises and the Center, including but not limited to, the soil and groundwater on or under the Premises and Center are free from Hazardous Materials.

**23. COMMON AREA.**

**23.1** In accordance with the obligations of Landlord and Tenant specified in Article 8 herein, and subject to reimbursement as further outlined below, Landlord shall maintain in good working order and make any necessary repairs and maintenance to the landscaping, parking, walkway, driveway, and trash enclosure (and the containers therein) areas of the Center; all parking lot drains, area drains, roof downspouts and gutters; the building exterior, and any exterior lighting and lighting in and around the Center that may be used in common by Tenant with other tenants, shall be repaired, maintained in good working order, or replaced by Landlord, and the costs shall be allocated as Common Expenses ( the "Common Expenses"),. Tenant shall pay its Pro Rata Share of such Common Expenses, except that Tenant shall not be responsible for paying its Pro Rata Share, or otherwise reimbursing Landlord, for expenses relating to the repair, maintenance, or replacement of any windows or exterior doors already damaged, in disrepair, or not in good working order as of the Rent Commencement Date. Landlord shall invoice Tenant for the share of such Common Expenses that are Tenant's Pro Rata Share on a monthly, quarterly or annual basis, at Landlord's option. Such invoice shall show in reasonable detail the Common Expenses and Tenant shall reimburse Landlord for such Common Expenses within thirty (30) days of Tenant's receipt of the invoicing from Landlord.

**23.2** The landscaping, parking, walkway, driveway, and trash enclosure (and the containers therein) areas of the Center; all parking lot drains, area drains, roof downspouts and gutters; the building exterior (paint, doors, glass, and the like);and any exterior lighting and lighting in and around the Center that may be used in common by Tenant with other tenants, shall be repaired, maintained in good working order, or replaced by Landlord, and the costs shall be allocated as Common Expenses ( the "Common Expenses"), provided that Landlord is expressly not responsible for clean-up of trash in or about the landscape areas. Tenant shall pay its Pro Rata Share of such Common Expenses, except that Tenant shall not be responsible for paying its Pro Rata Share, or otherwise reimbursing Landlord, for expenses relating to the repair, maintenance, or replacement of any windows or exterior doors already damaged, in disrepair, or not in good working order as of the Rent Commencement Date. Landlord shall invoice Tenant for the share of such Common Expenses that are Tenant's Pro Rata Share on a monthly, quarterly or annual basis, at Landlord's option. Such invoice shall show in reasonable detail the Common Expenses and Tenant shall reimburse Landlord for such Common Expenses within thirty (30) days of Tenant's receipt of the invoicing from Landlord. Tenant shall notify the Landlord of the need for such maintenance, before declaring Landlord in breach of this Lease for any failure to so maintain, and immaterial cosmetic, or other minor maintenance issues, shall not give rise to a breach thereof, provided Landlord addresses the same in a commercially reasonable time (typically resolved within 30 days). Landlord reserves the right to dispute that it is in breach of this Lease for an alleged failure to repair, maintain, or replace.

**24. QUIET ENJOYMENT.** Landlord represents and covenants that, upon paying the rent and performing the terms, covenants and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy exclusive possession of the Premises, all appurtenances belonging thereto, and all rights granted to Tenant by this Lease for the entire duration of the Term and any Extended Term without any hindrance or interference by landlord or any person acting by, through or under Landlord or deriving rights through the Landlord. Notwithstanding anything to the contrary in this Lease, Landlord hereby represents and covenants that promptly upon receipt of written notice from Tenant of a violation of Tenant's rights to quiet enjoyment of the Premises under this lease, Landlord shall take all reasonable actions necessary to restore Tenant's full rights to quiet enjoyment of the Premises, as provided herein. In event that Tenant's full rights have not been restored within thirty (30) days following Landlord's receipt of such notice, and notwithstanding anything to the contrary in this Lease, Tenant shall be entitled to exercise any and all remedies permitted under this Lease, including under Article 19 pertaining to Landlord's default.

**25. CHANGE OF OWNERSHIP.** Subject to 7-Eleven's rights under Article 21 of its Lease, and Tenant's rights under Article 20 above, Landlord shall provide Tenant written notice in the event Landlord conveys title to the Center, or assigns Landlord's interest in this Lease to another party ("Successor Landlord"). Such notice shall include Successor Landlord's tax identification number and shall be accompanied by documents (including a W-9 Form or similar tax documentation) which evidence the transfer of title or assignment of interest and the effective date thereof. Landlord shall cause Successor Landlord to accept Tenant's attornment, assume Landlord's obligations under this Lease, and agree in writing not to disturb Tenant's quiet possession of the Premises. After receipt of the notice provided by Landlord to Tenant under this Article, Tenant shall attorn to and recognize the Successor Landlord as Tenant's Landlord under this Lease, and Tenant and the Successor Landlord will promptly execute and deliver an instrument reasonably acceptable to the parties to evidence the attornment and nondisturbance. Upon the attornment, this Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant on all of the terms, conditions, and covenants as are set forth in this Lease except that the Successor Landlord will not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, deficiency, or defense that has accrued to Tenant against Landlord; (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Base Rent, unless the modification or prepayment has been expressly approved in writing by the Superior Mortgagee; or (d) be liable for the return of any security deposit that was not actually transferred to the Successor Landlord. Should Landlord fail to provide the required notice or documentation, or should Landlord be reasonably uncertain concerning the proper party to whom rent is due, Tenant may withhold rent thereafter accruing until Tenant is furnished with the required notice, documentation and/or satisfactory proof as to the ownership transfer.. Tenant shall, within thirty (30) days of receipt of request, execute for Landlord an estoppel certificate in form reasonably acceptable to Tenant, concerning the terms of this Lease.

**26. NOTICES.** Except as otherwise provided in Articles 7 and, any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth below or to such other address as either party may designate in writing and deliver as provided in this Article.

LANDLORD: Winson International, LLC  
17552 Cloverdale Way  
Yorba Linda, California 92886

TENANT: Multnomah County Facilities Division  
Attn: Lease Management  
401 N. Dixon Street  
Portland, Oregon 97227

**27. RECORDATION.** This Lease shall not be filed for public record. It is further mutually agreed that all terms, covenants, and conditions of this Lease shall be confidential to the extent permitted by law. Landlord acknowledges that Tenant is a public body subject to public records law.

**28. BROKER.** Landlord and Tenant covenant, warrant and represent that no broker has been involved in this negotiation or consummation of this Lease, except for Thomas A. Lawwill of KW Commercial, who shall receive a commission from Landlord pursuant to the terms and conditions of a separate agreement. Tenant and Landlord each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker other than the Broker purporting to have acted on behalf of the indemnifying party.

**29. FORCE MAJEURE.** Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

**30. HOLDOVER.** Should Tenant remain in possession of the Premises after the expiration of the Term or any Extended Term, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, at a monthly rental equal to 125 % of the last month of the Term or Extended Term.

**31. APPLICABLE LAW.** The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

**32. COMPLETE AGREEMENT.** This Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Landlord and the heirs, executors, administrators, successors and assigns of Landlord when executed by Landlord, and is binding upon Tenant, its successors and assigns, only if executed by an authorized signatory of Tenant, regardless of any written or verbal representation of any agent, manager or other employee of Tenant to the contrary. This Lease may only be amended by written agreement signed by Landlord and Tenant.

**33. FIRST MONTHS BASE RENT.** At time of mutual execution of this Lease, Tenant shall pay Landlord first month's base rent in advance (\$ 13,390.00).

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

**TENANT:**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon

Reviewed: JENNY MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By: \_\_\_\_\_  
Deborah Kafoury, Chair

\_\_\_\_\_  
Jed Tomkins, Asst. County Attorney

Dated: \_\_\_\_\_

**LANDLORD:**

WINSON INTERNATIONAL, LLC, A CALIFORNIA LLC.

By: \_\_\_\_\_

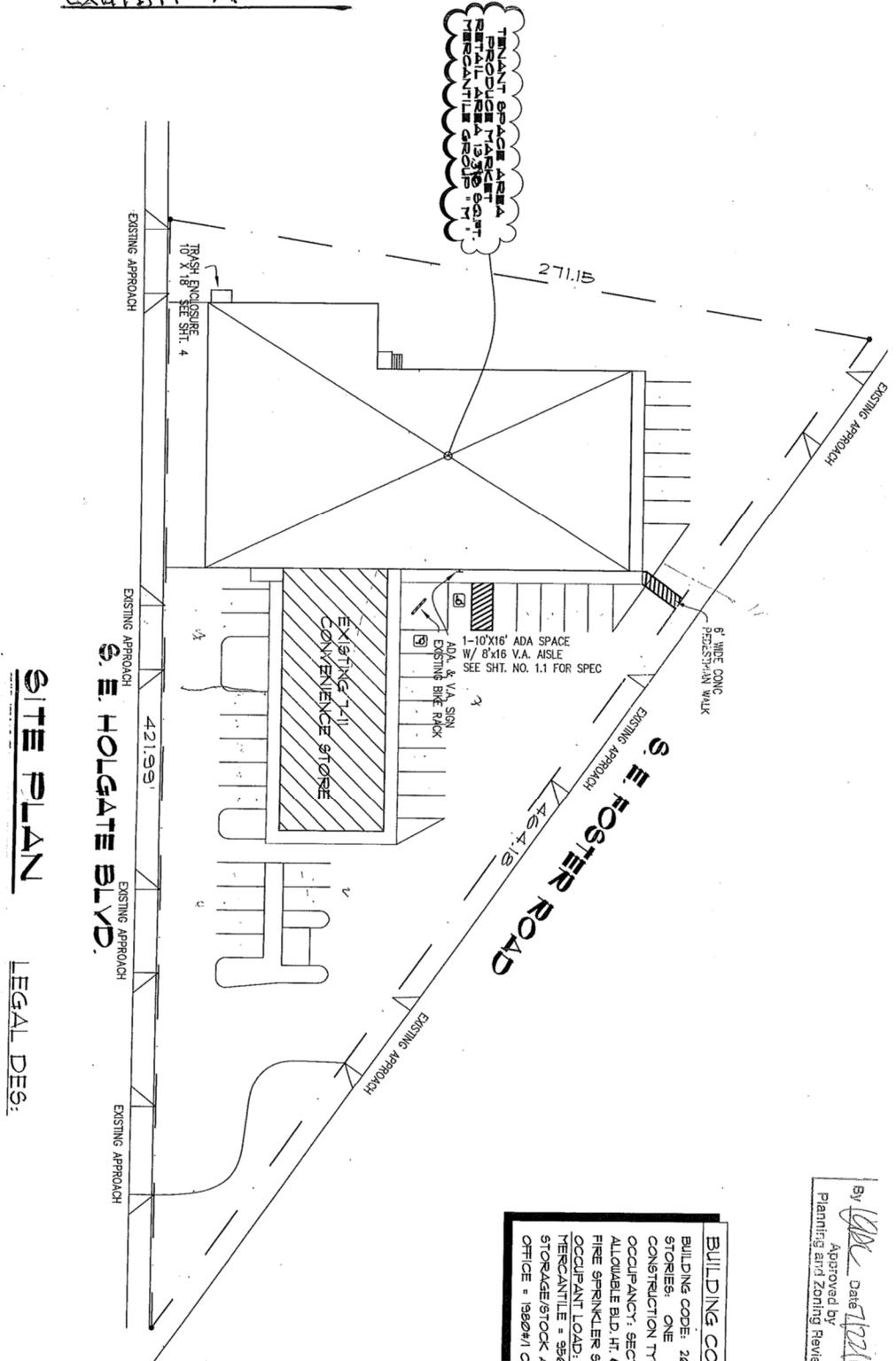
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# EXHIBIT A.1

EXHIBIT 'A'



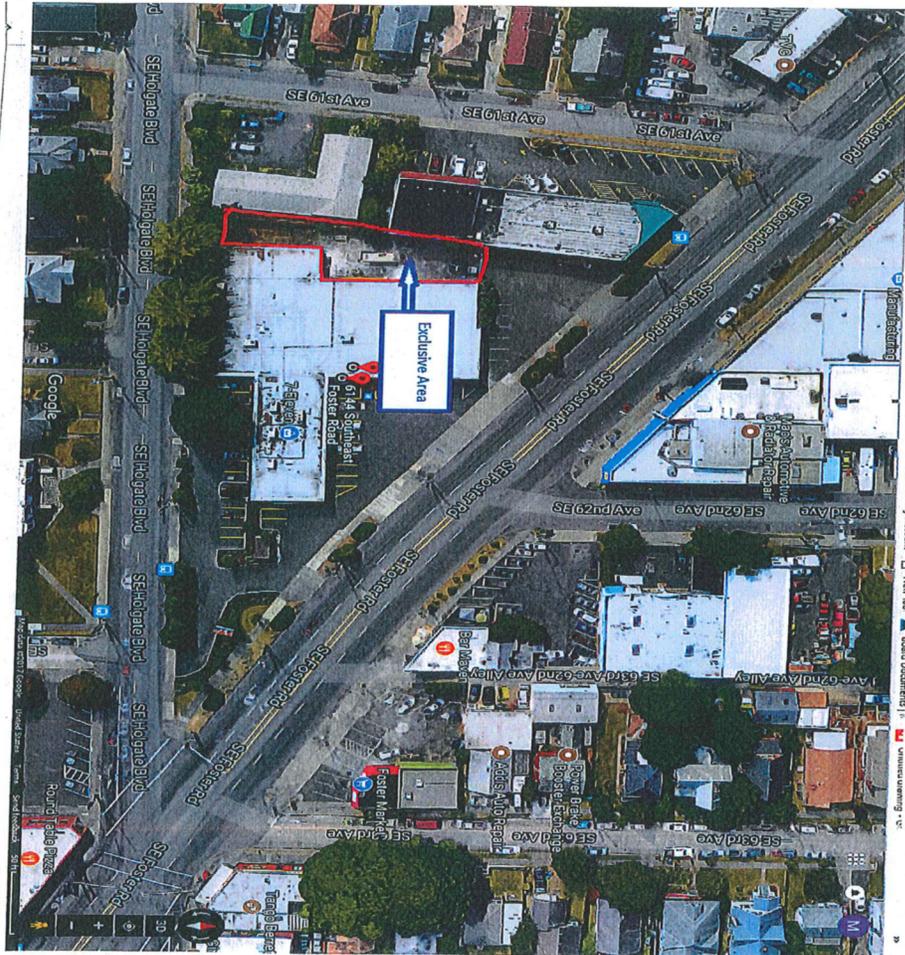
**SITE PLAN**

LEGAL DES.

<b>BUILDING CC</b>
BUILDING CODE: 24
STORIES: ONE
CONSTRUCTION TY
OCCUPANCY: SECC
ALLOWABLE BLD. HT. 4
FIRE SPRINKLER: 5
OCCUPANT LOAD:
MERCANTILE = 394
STORAGE/STOCK 4
OFFICE = 139241 C

By: *[Signature]* Date: 7/22/11  
 Approved By:  
 Planning and Zoning Review

# EXHIBIT A.2



# EXHIBIT B

## Exhibit B

### Shopping Center Description

Lots 1 through 10, J.F. Lynds Addition, Block 1, and Lots 1 and 2, Block 11, Laurelwood, in the City of Portland, Map 3436, consisting of all the aforementioned land and the 17,390 foot building located thereon.