

EXHIBIT A

DISCLAIMER

The City of Portland, a Municipal Corporation for the State of Oregon, is a beneficiary under the Katherine B. Gordon Residence Trust (the "Trust"), created under the Katherine B. Gordon Trust, dated June 11, 1993, as amended on February 24, 2000, which became irrevocable upon the death of the Trustor, Katherine B. Gordon on October 2, 2004.

A copy of the trust is attached.

Pursuant to ORS 105.623-105.649 and Internal Revenue Code Sections 2046 and 2518, the City of Portland hereby disclaims all of its right, title and interest in the Trust, including its remainder interest and all other interests in the real property commonly known as 8533 S.W. 35th Avenue, Portland, Oregon 97219, legally described as follows:

Lots One (1) and Two (2), Block Four (4), SOUTH MULTNOMAH HALF ACRES, in the County of Multnomah and State of Oregon.

This Disclaimer is unqualified and irrevocable and has been delivered to the fiduciaries of the Trust.

Dated this ____ day of May, 2017.

Signed: _____

Name: _____

Title: _____

For the City of Portland

STATE OF OREGON)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of May, 2017, by _____, on behalf of the City of Portland.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

FIRST AMENDMENT

TO

THE KATHERINE B. GORDON TRUST

This First Amendment is made to that certain Trust Agreement dated June 11, 1993, between KATHERINE B. GORDON, as Trustor, and KeyTRUST COMPANY NATIONAL ASSOCIATION (formerly KEY TRUST COMPANY OF THE NORTHWEST), as Trustee, in accordance with the provisions of paragraph 2.7 of said Trust Agreement.

1. Trustor hereby deletes paragraph 2.8 of ARTICLE 2 - ADMINISTRATION DURING TRUSTOR'S LIFETIME of the said Trust Agreement, and in lieu thereof, substitutes the following:

"2.8 Distribution From Trust: The trustee shall pay to or apply for the benefit of the trustor, or such other person or persons as the trustor may designate, such sums from income and principal, including distributions in kind, as the trustor may from time to time direct. If for any reason trustor is incapable of giving such directions, and for so long as such incapacity shall continue, the trustee shall pay to or apply for the benefit of the trustor such sums from income and principal as the trustee shall deem advisable for her care, support, and maintenance and for such other purposes as the trustee deems to be in the trustor's best interests. The trustor wishes to remain in her residence at 8533 S.W. 35th Avenue, Portland, Oregon 97219, so long as she is physically and financially able to do so. ELLEN LEWIS, trustor's friend, is currently staying at trustor's residence. Trustor directs trustee to allow ELLEN LEWIS to continue to live at trustor's residence rent free for so long as ELLEN LEWIS wishes to live there. If ELLEN LEWIS agrees to act as a caregiver to trustor, if such a caregiver is required by trustor, trustee is directed to pay ELLEN LEWIS a commensurate salary for any such caregiver services performed."

2. Trustor hereby deletes ARTICLE 3 - DISPOSITION UPON TRUSTOR'S DEATH of the said Trust Agreement, and in lieu thereof, substitutes the following:

"ARTICLE 3 - DISPOSITION UPON TRUSTOR'S DEATH

"3.1 Agreement Becomes Irrevocable: Upon the death of the trustor, this agreement shall become irrevocable and unamendable, and the trustee shall proceed as provided in this article.

"3.2 Marshaling Trust Assets: The trustee shall take such steps as are necessary to marshal the assets which become subject to this trust upon the death of the trustor, and shall hold, administer and distribute all such assets, in addition to any assets which already may be subject to this trust agreement, in accordance with this article.

"3.3 Omitted Heirs: Trustor has intentionally omitted to provide for her heirs, except for such provisions as are made specifically in this instrument. If any person who is or claims under or through a beneficiary of this instrument, or who, if trustor dies intestate, would be entitled to share in her estate, challenges or attacks this instrument, performs any act that would frustrate the dispositive plan contemplated in this instrument or conspires or cooperates with anyone attempting to challenge, attack, or frustrate this instrument (such person hereinafter referred to as "objector"), then in that event trustor specifically disinherits each such objector, and any portion of trustor's trust estate to which such objector may have otherwise been entitled is hereby revoked and shall be distributed under the provisions of this trust as though such individual had predeceased trustor leaving no surviving descendants; except that this clause shall not be enforced (i) against a beneficiary challenging the trust who has probable cause to believe that the trust estate is a forgery or has been revoked or (ii) against a petition by a fiduciary acting on behalf of a protected person under ORS Chapter 125 or a guardian ad litem appointed for a minor or for an incapacitated or financially incapable person.

"3.4 Collection of Proceeds: The trustee shall use reasonable efforts to collect the proceeds under any insurance policies subject to the terms of this agreement. An insurance company's payment of the proceeds under any policy of insurance to the trustee shall be a full discharge of the insurance company on account of that policy, and such insurance company shall not be responsible for the proper discharging of the trust.

"3.5 Devises Under Trustor's Will: All property devised to the trustee under the will of the trustor shall be received by the trustee and shall become trust assets subject to the provisions of this agreement.

"3.6 Payment of Expenses and Taxes: The trustee shall pay the expenses of last illness, any burial expense, administration expenses, claims against and debts of the trustor, and all estate, inheritance and other taxes which may be assessed or imposed with respect to the trustor's estate, out of the remaining trust assets, without apportionment, and without proration or charge against any of the specific distributions or against property not constituting trust assets at or as a result of the death of the trustor.

"3.7 Personal Effects: Trustor's personal effects are transferred to the trustee herein as stand by assets and upon trustor's death are to be distributed in accordance with any list which trustor may make from time to time and leave with the trustee. Except for those items set forth on such list, all of trustor's personal effects, household-furniture and

furnishings, books, apparel, art objects, collections, jewelry and similar personal effects, all other property for personal use, all other like contents of trustor's home, any motor vehicles trustor may own on the date of her death, and any unexpired insurance on all such property shall be distributed outright and free of trust to ELLEN LEWIS. If ELLEN LEWIS predeceases trustor, this gift shall lapse, and trustor directs the trustee to sell those items which are not disposed of by trustor's list and to donate to charity or nonprofit organizations those items which have no value or are not readily marketable."

"3.8 Katherine B. Gordon Residence Trust: The trustee shall hold \$150,000 cash and trustor's residence located at 8533 S.W. 35th Avenue, Portland, Oregon 97219, in a separate trust to be designated the "Katherine B. Gordon Residence Trust." ELLEN LEWIS shall be allowed to live in trustor's residence rent free. During ELLEN LEWIS'S lifetime, all real estate taxes, insurance and maintenance and repair costs shall be paid from the income and principal of this trust. Any income earned but undistributed at the end of each calendar year shall become part of the principal of such Katherine B. Gordon Residence Trust. Upon the trustor's death, or upon the death of ELLEN LEWIS or ELLEN LEWIS moving out of trustor's residence at 8533 S.W. 35th Avenue, Portland, Oregon 97219, whichever event shall last occur, this trust shall terminate, and the assets shall be distributed outright and free of trust to the CITY OF PORTLAND, a Municipal Corporation of the State of Oregon. It is trustor's intent that the residence real property conveyed to the CITY OF PORTLAND shall be used as a public park in like manner to other green space owned and operated by the CITY OF PORTLAND. It is trustor's intent that for a period of 20 years the property may never be sold for development or any use other than as a park area, nor transferred to any other agency or entity for monetary gain. In the event the CITY OF PORTLAND fails to use the real property in the manner indicated above, the real property shall be distributed in equal shares to trustor's heirs at law under the laws of intestate succession then in force in the State of Oregon."

"3.9 Cash Distributions: The following gifts shall be distributed outright and free of trust upon trustor's death:

"3.9.1 The sum of Five Thousand and No/100 Dollars (\$5,000) to the PORTLAND ART MUSEUM, 1219 S.W. Park, Portland, Oregon 97205;

"3.9.2 The sum of Five Thousand and No/100 Dollars (\$5,000) to the OREGON HISTORICAL SOCIETY, 1200 S.W. Park Avenue, Portland, Oregon 97205 and

"3.9.3 The sum of Five Thousand and No/100 Dollars (\$5,000) to the MULTNOMAH COUNTY LIBRARY, 801 S.W. 10th Avenue, Portland, Oregon 97205."

"3.10 Residuary Trust: All of the remaining principal and interest of trustor's trust estate shall be distributed as follows:

"3.10.1 Fifty percent (50%) shall be distributed outright and free of trust to the ALPHA GAMMA DELTA FOUNDATION, 8701 Founders Road, Indianapolis, Indiana 46268, for its use in funding programs and/or scholarships equally between the EPSILON BETA CHAPTER of ALPHA GAMMA DELTA FRATERNITY at the University of Kansas in Lawrence, Kansas, and the GREATER PORTLAND ALUMNAE CLUB of Alpha Gamma Delta Fraternity.

"3.10.2 The remaining fifty percent (50%) shall be held in trust for the benefit of ELLEN LEWIS. The trustee shall distribute the income to ELLEN LEWIS monthly. The trustee shall pay to or for the benefit of ELLEN LEWIS such portions of principal as it shall determine to be necessary for the health, support and maintenance of ELLEN LEWIS, and to enable ELLEN LEWIS to maintain the standard of living enjoyed during trustor's lifetime. Upon the death of ELLEN LEWIS, or upon my death, whichever last occurs, the remaining principal and interest in this trust shall be distributed outright and free of trust in equal shares to KATHERINE BELLEMERE FISHER, CHARLES ROBERT BELLEMERE, ANN BELLEMERE ALDRICH, JEANENNE BELLEMERE TIETGE, MILLICENT RENEE BELLEMERE, CONNIE BELLEMERE, ELIZABETH BELLEMERE FOSS and DAVID PARIS BELLEMERE, or the survivor or survivors thereof."

This amendment is effective immediately.

DATED this 24th day of February, 2000.

TRUSTOR:

Katherine B. Gordon
KATHERINE B. GORDON

TRUSTEE:

KeyTRUST COMPANY NATIONAL
ASSOCIATION

By Nisan K. Barham
Vice President
[Signature]
VP & TO

610
0113200

REVOCABLE TRUST AGREEMENT

This agreement made and executed in duplicate this 11 day of June, 1993 between KATHERINE B. GORDON, trustor, and KEY TRUST COMPANY OF THE NORTHWEST as trustee, who agree as follows:

ARTICLE 1-TRUST PURPOSE AND PROPERTY

1.1 Trust Purpose: The purpose of the agreement is to establish a trust revocable during the life of the trustor, and becoming irrevocable on the death.

1.2 Trust Name: The name of the trust shall be the Katherine B. Gordon trust.

1.3 Initial Trust Property: The trustor hereby transfers to the trustee all the property listed in schedule A attached to this agreement, and the trustee hereby accepts such property as the initial trust estate.

1.4 Joint and Survivorship Property: The trustor presently owns all property shown in Schedule A.

1.5 Additional Trust Property: The trustor, or any other person may from time to time in the future transfer and devise additional property to the trustee and may name the trustee as beneficiary under life insurance policies.

1.6 Trustee's General Duties: The trustee shall hold, administer and distribute all property which it accepts in accordance with the terms of this agreement.

ARTICLE 2-ADMINISTRATION DURING TRUSTOR'S LIFETIME

2.1 Introduction: This article determines the powers and duties of the trustor and the trustee during the life of the trustor.

2.2 Powers Reserved by Trustor: The trustor reserves the right to exercise the powers listed in this article during the trustor's lifetime, so long as the trustor is living and competent.

2.3 Incapacity of Trustor: The decision whether the trustor is incapacitated under this paragraph shall be solely determined by the trustee in accordance with the provisions herein.

2.4 Standby Asset Administration: In accordance with the following provisions, the trustor may act as nominee of the trustee for checking accounts, money market accounts, tangible personal property and any other assets acceptable to the trustee as follows:

2.4 (a) The trustor shall be deemed to hold property as nominee of the trustee where the trustor executes and delivers to the trustee an instrument transferring the property to the trustee. The trustor shall retain registration of the property in the name of the trustor. Either the trustee or the trustor shall have possession of instrument(s) evidencing such property or the title hereto. In case of tangible personal property, however, the trustor shall retain possession.

2.4 (b) The trustor may establish a bank account or accounts with the trustee. The capacity of the trustor under any bank account shall be that on nominee of the trustee. Deposits from time to time made by the trustor into such a bank account or accounts constitute transfers to the trust. The trust assets held by the trustee under this agreement shall at any time include the balance(s) in such account(s). The trustor may write checks on such accounts or make withdrawals therefrom without the cosignature of the trustee. Such writing of checks and withdrawals by the trustor shall constitute withdrawals from the trust, and the trustee shall have no further interest in the amount so withdrawn nor any further duty in regard thereto.

2.4 (c) Where the trustor is acting as nominee for checking accounts or any other property transferred to the trustee, the trustor may receive directly any income or distribution from or upon such assets. The trustee shall have no duty of accounting in regard thereto. A liquidation or transfer by the trustor of the trust property for which the trustor is acting as nominee shall constitute a withdrawal of such property from the trust. The trustee shall have no further interest therein nor duties in regard thereto. The trustor may notify the trustee of property withdrawn from the trust. Such notice, however, shall not be a precondition to the effective withdrawal of such property for the trust. It also shall not be a precondition to the conveyance of good and sufficient title by the trustor to the transferee. In the case of tangible personal property, the trustee shall have no liability or responsibility in regard thereto including insurance, preservation or use.

2.4 (d) Upon the death of the trustor, or if the trustee shall consider the trustor, by reason of illness or accident or for any other reason, to be unable to manage such property, the trustee shall be entitled to possession thereof and thereafter shall have all the rights, powers and duties, with respect thereto which are otherwise granted it herein. The determination of incapacity shall be made in accordance with Article 2.5.

2.5 Determination of Incapacity: In determining whether the trustor has become incapacitated under any provision of this trust agreement, the trustee shall determine the fact of incapacity by such means as the trustee deems adequate; provided, however, that the trustee shall not deem the trustor incapacitated unless the trustee shall have first obtained a written report from a personal physician that the trustor is incapable, without assistance, to manage the trustor's property and affairs effectively.

2.6 Right of Revocation: The trustor may revoke this trust agreement by written instrument delivered to the trustee. Upon such revocation, the trustee shall transfer all trust assets to the trustor or in accordance with the trustor's written directions.

2.7 Right of Amendment: The trustor may amend this agreement from time to time in whole or in part by written instrument signed by the trustor and the trustee.

2.8 Distribution From Trust: The trustee shall pay to or apply for the benefit of the trustor, or such other person or persons as the trustor may designate, such sums from income and principal, including distributions in kind, as the trustor may from time to time direct. If for any reason trustor is incapable of giving such directions, and for so long as such incapacity shall continue, the trustee shall pay to or apply for the benefit of the trustor such sums from income and principal as the trustee shall deem advisable for her care, support, and maintenance and for such other purposes as the trustee deems to be in the trustor's best interests.

Amended 5/27/02
4 pages
[Signature]

2.9 Management of Trust Assets: Unless and until the trustee receives written direction from the trustor concerning the management of the trust, the trustee shall have all rights and duties of managing the trust assets, including the right of purchase, sale, investment and reinvestment. The trustor reserves the right to assume all powers and duties for and to direct the trustee concerning management of the trust assets. Upon receipt of such directions from the trustor, the trustee shall have no further obligation to initiate requests for information concerning the trust assets, and shall not be responsible for any loss which may come to the trust assets by reason of acting in accordance with the trustor's directions.

2.10 Death of Trustor: Upon the death of the trustor, the trustee shall proceed as follows:

2.10 (a) The trustee shall take such steps as are necessary to marshal the assets which become subject to the trust upon the death of the trustor, including receipt of any property devised to the trustee under the will of the trustor and collection of the proceeds under any life insurance policy subject to the terms of this agreement. An insurance company's payment of the proceeds under any policy of insurance to the trustee shall be a full discharge of the insurance company on account of that policy, and such insurance company shall not be responsible for the proper discharge of the trust.

2.10 (b) Except as otherwise provided in paragraphs 2.9 and 2.10, the trustee shall merge any assets received as a result of the trustor's death with the assets already in the trust and shall thereafter administer, distribute and manage the trust assets in accordance with the following Article 3.

ARTICLE 3-DISPOSITION UPON TRUSTOR'S DEATH

- Deleted in Amendment 5
5/12/00

3.1 Agreement Becomes Irrevocable: Upon the death of the trustor, this agreement shall become irrevocable and unamendable, and the trustee shall proceed as provided in this article.

3.2 Marshaling Trust Assets: The trustee shall take such steps as are necessary to marshal the assets which become subject to this trust upon the death of the trustor, and shall hold, administer and distribute all such assets, in addition to any assets which already may be subject to this trust agreement, in accordance with this article.

3.3 Collection of Proceeds: The trustee shall use reasonable efforts to collect the proceeds under any insurance policies subject to the terms of this agreement. An insurance company's payment of the proceeds under any policy of insurance to the trustee shall be a full discharge of the insurance company on account of that policy, and such insurance company shall not be responsible for the proper discharging of the trust.

3.4 Devises Under Trustor's Will: All property devised to the trustee under the will of the trustor shall be received by the trustee and shall become trust assets subject to the provisions of this agreement.

3.5 Payment of Expenses: The trustee shall pay the expenses of last illness, funeral and burial, administration expenses, claims against and debts of the trustor, and all estate, inheritance and other taxes which may be assessed or imposed with respect to that trustor's

estate, out of the remaining trust assets, without apportionment, and without proration or charge against any of the specific distributions or against property not constituting trust assets at or as a result of the death of the trustor.

3.6 Personal Effects: My personal effects are transferred to my trustee herein as stand by assets and upon my death are to be distributed in accordance with any list which I make from time to time and leave with my trustee. I direct my trustee to sell those items which are not disposed of by my list and to donate to charity or non-profit organizations those items which have no value or are not readily marketable.

3.7 Remainderperson(s): Upon the death of the trustor, this trust shall terminate. The trustee shall distribute the trust estate as follows:

<u>Charitable Organization</u>	<u>Amount</u>
Alpha Gamma Delta Foundation 8701 Founders Road Indianapolis, IN 46208	\$5,000.00
Women in Communications, Inc. (The Advancement Fund) 2101 Wilson Boulevard, #417 Arlington, VA 22201	\$1,000.00
Oregon Historical Society 1200 S.W. Park Avenue Portland, OR 97205	\$2,500.00
Masonic Home and Eastern Star Endowment Fund P.O. Box 96 Forest Grove, OR 97116	\$ 500.00
Scottish Rite Childhood Language Disorders 709 S.W. 15th Avenue Portland, OR 97205	\$ 500.00
Unity School of Christianity Unity Village, MO 64065-0001	\$ 500.00

The balance of the trust shall be paid to my brothers Charles F. Bellemere and David G. Bellemere in equal shares, one share for each of my brothers who is then surviving and one share for the surviving lineal descendants of each deceased brother of mine, who shall take by right of representation.

ARTICLE 4-GENERAL TRUST PROVISIONS

4.1 Trustee's Duties and Powers: In the administration of the trust assets, each trustee, including any successor trustee, has a duty to act with due regard to its obligation as a fiduciary. The trustee has all power to perform, without court order, every act which a prudent man would perform for the purposes of this trust agreement, including but not limited to, all powers granted

by the trustee under this trust agreement and the additional powers granted under paragraphs 4.2 through 4.4. The trustee has such powers during the lifetime of the trustor only when their exercise is not inconsistent with the provisions of Article 2 of this trust agreement, and shall have such powers without restriction after the trustor's death.

4.2 Powers Granted by Law: The trustee has all powers granted trustee by law, including all powers granted trustee under the uniform Trustee Powers Act, ORS 128.003 through ORS 128.045.

4.3 Power to Hold Assets: The trustee has power to hold trust assets as an undivided whole without separation into separate trusts or subtrusts, for such period as the trustee shall deem advisable, provided that no such undivided holding shall defer or postpone vesting or distribution under any separate trust or subtrust established by this trust agreement.

4.4 Power to Pay Reasonable Compensation: If a corporate trustee, the trustee has power to pay itself for services rendered in accordance with its fee schedule for like services in effect applicable at the time such services are rendered.

4.5 No Bond: No corporate trustee, nor any successor corporate trustee, shall be required to give any bond or security for the faithful performance of its duties as trustee.

4.6 Resignation and Removal of Trustee: The trustee may resign by written notice to the trustor during her lifetime, so long as the trustor is capable of appointing a successor trustee or revoking the trust. The trustee may resign after the death of the trustor or while trustor is incapable of revoking the trust or appointing a successor trustee only with the approval of a court of competent jurisdiction. The trustor at any time may remove the trustee from its office as trustee by delivery of written notice of removal.

4.7 Successor Trustee: In the event of the resignation or removal of the trustee, the trustor shall either appoint a successor trustee or revoke the trust. In the event of a failure, refusal or inability of the trustor to do either act, the trustee or any person interested in the trust shall take proper steps to have a successor trustee appointed by a court of competent jurisdiction. A successor trustee shall succeed to all property, rights, powers and duties hereby vested in or imposed upon the trustee. A successor trustee shall be liable only for its own acts and defaults and shall be under no duty to examine or question the administration of any preceding trustee.

4.8 Trustee's Merger: If the trustee is a corporate trustee and if it merges with or is consolidated with or is succeeded by another corporation having trust powers, such other corporation shall thereupon become the trustee as though originally named as trustee.

4.9 Survivorship: No beneficiary under any trust or subtrust established by this agreement shall be deemed to have survived trustor or any other beneficiary unless living on the thirtieth (30th) day after the date of the trustor's death or beneficiary's death.

4.10 Accounting: At least monthly the trustee shall prepare an accounting of its administration of the trust, including a statement of receipts and disbursements and a statement of assets and liabilities. The trustee shall deliver a copy of each accounting to the trustor during

the trustor's lifetime, and to each adult beneficiary during the trustor's incapacity and after the trustor's death.

4.11 Spendthrift: Neither the principal nor the income of the trust hereby created shall be liable for the debts of any beneficiary, nor shall the same be subject to seizure by any creditor of any beneficiary under any lien or proceeding at law or in equity, and no beneficiary hereunder shall have any power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of his or her interest in the Trust Estate or the income produced thereby.

4.12 Disposition of Remaining Income: Any income of the trust accrued or collected, but not disbursed prior to the termination of any estate or interest herein, shall be distributed proportionately to the beneficiaries entitled to the next estate or interest in accordance with his, her or their respective interest.

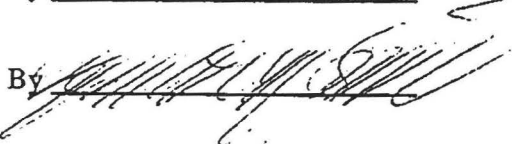
4.13 Laws of State: The validity in construction of this Agreement shall be controlled by the laws of the State of Oregon.

4.14 Execution: This trust agreement was executed in duplicate by the trustor and the trustee on the date first above written.


Katherine B. Gordon, Trustor

Key Trust Company of the Northwest,
Trustee

By _____

By 

KEY TRUST COMPANY
A KeyCorp Subsidiary

BASED ON THE DISCLOSURES, I MAKE THE FOLLOWING CHOICES OF MONEY MARKET FUNDS, SUPERSEDING ANY PRIOR SELECTIONS:

Money Market Funds - I instruct Key Trust Company ("Key Trust") to invest funds held in my account as indicated, and I understand Key Trust earns additional fees, paid by the Fund, for management, administration, or other services provided to these Funds.

Key Trust may invest **ONLY** in those of the following which I have checked:

☒ Victory Money Market Portfolio

☒ Victory U.S. Treasury Portfolio

☐ Victory Tax-Free Money Market Portfolio

Money Market Funds Disclosure Statement

Key Trust Company will use one or more of the Funds listed above for the temporary investment of cash in my account which is not otherwise invested. Key Trust, which is affiliated with KeyCorp and with each of the Key Bank subsidiaries of KeyCorp, may be an investment advisor to one or more of these Funds and may receive compensation for its services, either as a Fund investment advisory fee, an administration fee, or as a portion of the Fund's management fee. Key Trust may receive fees of up to \$5.00 per \$1,000 invested in a Fund. I understand that any fees paid to or shared with Key Trust do not increase the fees I pay or reduce investment return. I also understand that the Distributor of each Fund to be used in my account will send me a prospectus.

The Victory Funds are not a deposit or obligation of Key Bank, are not insured by the FDIC and are not guaranteed by Key Bank or KeyCorp. Fidelity Distributors Corporation is the sponsor and distributor of the Victory Funds and is unaffiliated with Key Bank or KeyCorp.

24 Sept 93
Date

Katherine B. Gordon
Signature

410-8145-000
Trust Account Number

Account Name (please print)