

# EXHIBIT A

## License Agreement Leach Botanical Garden

This License Agreement ("License") is by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, by and through its Bureau of Parks and Recreation, hereinafter "Portland Parks and Recreation or PP&R" or "Licensor", and LEACH GARDEN FRIENDS, an Oregon non-profit corporation, hereinafter "Licensee" or "LGF". PP&R and LGF may be referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the mutual covenants and upon the terms and condition set forth in this License, PP&R grants to LGF a License to operate a botanical garden, cultural and community event space and related, incidental uses on the described property (the "Premises" or "the Gardens"). LGF acknowledges PP&R's ownership interest and right to enter into this License with LGF.

### 1. Premises

The Premises are located at 6704 SE 122nd Ave., Portland, Oregon, 97205-3021, and are comprised of the following property tax lots: R336906; R336944; R165816; R336888; R337020; R206248. The Premises are depicted on Exhibit A hereto, which is incorporated herein by reference, and include all structures and portions of the property, developed and undeveloped

### 2. Term

The term of this License (the "Term") will be for a three years, unless sooner terminated under the provisions of this License. It is anticipated that the Parties will negotiate a new long-term agreement before the end of the term of this Agreement.

### 3. Operating Costs and Expenses; Capital Reserve Fund

Except as provided for otherwise herein, it is the intention and purpose of the Parties that under this License Agreement LGF shall pay all operating costs or expenses, general and special, ordinary and extraordinary, foreseen and unforeseen and of every kind and nature whatsoever that may be directly related to LGF's use and operation of the Premises, reasonable wear and tear excepted, during LGF's authorized use times, during the entire Term unless those costs are specifically assumed by PP&R. The costs and expenses include, but are not limited to, taxes, utilities (including natural gas, electricity and trash service, but excluding charges for reasonable water consumption and local phone service) rodent and pest control, security, the insurance described in Section 22 of this License, and/or property assessments, if applicable. All provisions of this License relating to expenses are to be construed in light of such intention and purpose. LGF will not assume costs for electricity, natural gas, and trash removal until January 1, 2025.

LGF shall establish and maintain a Capital Reserve Fund (the "CRF") to be funded in a cumulative amount of not less than 20 percent (20%) of annual admissions and 8 percent (8%) of event revenues. The terms and conditions for the CRF are as follows: a) the CRF is to be maintained by LGF and reported on annually; b) expenditures from the CRF to be made only for major structural and major mechanical repairs and improvements. The day-to-day general maintenance repairs and replacements do not qualify as major structural and major mechanical repairs and improvements; and, c) the Parties may mutually agree to expenditures made from the CRF for other specific projects. At the termination of this Agreement, if no carryover extension is in place, the remaining balance of the CRF shall be evenly split (50%/50%) by the parties. This Capital Reserve Fund funding will not begin until January 1, 2025, and will be based on the last complete prior 12-month revenue period.

4. Taxes

LGF shall pay real property taxes assessed and levied on the Premises within thirty days (30) calendar days after PP&R bills LGF. If the Premises comprise only a portion of the real property assessed, LGF shall pay a pro-rated portion of the taxes billed based upon the proportion of assessed valuation represented by the Premises. As used herein, the term "real property taxes" shall not include business license fees, excise taxes, sales taxes, corporation taxes, income taxes, or any tax on personal property which may be imposed or assessed by any city, county, state, or federal government or any special district or agency, and those taxes remain the responsibility of LGF.

5. Uses of Premises

- (a) The Premises shall be operated by LGF, in accordance with the provisions of this License, during such hours as LGF reasonably deems appropriate for the business operated by LGF at the Premises. The Parties recognize that such hours may vary by season, by day of the week, and due to factors unique to the Premises. The Premises shall be utilized for the following exclusive purpose(s) and no other(s): a botanical garden, cultural and community event space and related, incidental uses. No other use may be made of the Premises without the prior written consent of PP&R, which consent shall not be unreasonably withheld. LGF shall do business on the Premises under the name of "Leach Botanical Gardens." LGF shall provide PP&R written notice prior to change of LGF's business name. At LGF's own expense, LGF shall comply with all orders, notices, regulations or requirements of any governmental authority respecting the use of the Premises but shall have no obligation to make any structural or other changes or improvements to the Premises unless such structural or other changes are a direct result of LGF's use and occupancy of the Premises with regard to Fire Prevention as described within Section 11 of this License.
- (b) The Leach Botanical Garden buildings and Premises are "no smoking" facilities, pursuant to Portland City Code 20.12.110 et seq. LGF shall not permit smoking of cigars, cigarettes, pipes, or other smoking instruments within the any portion of the Premises.. LGF shall exert commercially reasonable efforts to ensure that its

agents, invitees and LGFs comply with all provision of the City's smoking prohibition within the Premises at any time.

- (c) In addition to any other prohibitions or limitations on LGF's use of the Premises contained in this License, LGF shall not do the following within the indoor portion of the Premises at any time or the outdoor portion of the buildings during LGF's hours of operation on the Premises: i) allow the Premises to be used in any illegal manner; ii) create or permit to be created any damage, nuisance or waste, including any continuing (as opposed to transitory or occasional) objectionable noise, vibration or odor to be emitted or escape from the Premises, or cause defacement or injury of the Premises, including impairment of its strength or durability; iii) disturb, interfere or obstruct the rights of PP&R; iv) cause damage or injury to nearby properties or property owners; v) create or permit to be created any condition (other than the normal operation of LGF's business on the Premises) which would constitute a fire or environmental hazard, or be dangerous to persons or property; vi) injure the reputation of the Leach Botanical Gardens; vii) permit the Premises to be used for lodging or sleeping purposes; viii) sell or permit to be sold any alcoholic beverages or alcoholic liquors on the Premises excepting in accordance with the limitations of any state issued permit(s) or license(s); ix) sell or permit to be sold any controlled substances; x) install, affix or attach any trade fixtures on the Premises except with the prior written consent of PP&R; xi) store gasoline or other highly combustible materials on the Premises except as necessary in the ordinary operation of LGF's business ; xii) permit the sale of any pornographic material in the Premises; xiii) permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment without the prior written consent of PP&R, or permit any gambling or social gaming;; or xiv) permit the use of the Premises for a second-hand store, pawnshop, or for conducting auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like; or xv) make use of roller skates, roller blades, skateboards, bicycles (other than for delivery purposes), unicycles or other similar devices or apparatus. Notwithstanding anything in this License to the contrary, PP&R acknowledges that LGF has no obligation for any activities occurring in the exterior portion of the Premises unless caused by LGF's employees, agents, or contractors and that LGF has no obligation to monitor the activities on or about or restrict the activities of others in the exterior portion of the Premises.
- (d) If public art is authorized to be installed on the Premises, it shall be operated, maintained and repaired by City of Portland employees, its agents or contractors, at PP&R's sole cost unless otherwise agreed to in writing. LGF will take reasonable measures to avoid damaging or altering said public art and will promptly report maintenance issues or damage to PP&R, but shall have no responsibility otherwise to maintain public art.

6. Hazardous Substances

- (a) The term "Hazardous Substances", as used in this License, shall mean any hazardous, toxic, infectious, or radioactive substance, waste or material as defined or listed by any Environmental Law except for immaterial quantities of substances customarily and prudently used in the cleaning and maintenance of the Premises in accordance with any applicable law. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, rule, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.
- (b) LGF shall, at LGF's own expense, comply with all Environmental Laws applicable to LGF's use of the Premises. During the term of this License, LGF shall not cause or permit to occur: i) any violation of Environmental Laws, in, above, under, from or affecting the buildings, or arising from LGF's use or occupancy of the Premises, including, but not limited to, soil, groundwater, indoor air or outdoor air quality conditions; or ii) the use, generation, release, manufacture, refining, production, handling, processing, storage or disposal of any Hazardous Substance in, above, under, from or affecting the Premises, or the transportation to or from the Premises of any Hazardous Substance without PP&R's prior written approval, by LGF or its employees, agents, or contractors.
- (c) LGF shall immediately notify PP&R in writing if it becomes aware of: i) any material spill, discharge or release of any Hazardous Substance in, on, or about the Premises, whether or not the release is in quantities that would legally require reporting to a regulatory agency and any spill, discharge or release that must be reported to a regulatory agency; and, ii) any inquiry, investigation, enforcement action, notice of potential violation or other action that is instituted or threatened against LGF that relates to the spill, release or discharge or Hazardous Substances in, above, under, from or affecting the Premises.
- (d) LGF shall, at LGF's own expense, make all submissions to provide all information required by, and comply with all requirements of all regulatory authorities related to LGF's use or occupancy of the Premises. Should any regulatory authority or any third party require that a clean-up plan be prepared and that a clean-up be undertaken because of any release of Hazardous Substances that occurs as a result of LGF's use or occupancy of the Premises, LGF shall, at LGF's own expense, prepare and implement the required plans and provide all financial assurances in accordance with applicable requirements.
- (e) LGF shall promptly provide all information in its possession regarding the use, generation, storage, transportation, release, manufacture, refining, production, handling, processing, or disposal of Hazardous Substances in, on, or about the Premises that is requested by PP&R.
- (f) On the expiration or termination of this License Agreement, LGF shall, at LGF's own expense, remove all Hazardous Substances from the Premises. LGF's

obligations and liabilities under this Section shall survive the expiration or termination of this License Agreement.

7. Fire Prevention

LGF shall not use the Premises in any manner that causes the fire insurance rate on the buildings to be increased over that normally applicable to the business to be operated at the Premises or that would prevent PP&R from taking advantage of any ruling of the Insurance Services Offices of Oregon, or its successors, which could allow PP&R to obtain reduced premium rates for long term fire insurance policies, given the business to be operated by LGF at the Premises. LGF shall take commercially reasonable steps to prevent and control fire on the Premises and shall comply with any rules and regulations set forth by the Fire Marshal applicable to LGF's use or occupancy of the Premises other than any requirement to alter or improve the Premises. LGF shall promptly pay for any fire inspection or re-inspection fee assessed to the Premises and make all corrections as ordered by the Fire Marshal but shall have no obligation to make any structural changes unless such changes are required as a result of LGF's Use of the Premises. All paints, oils and other flammable materials shall be stored in suitably protected compartments in accordance with rules and regulations as set forth by the Fire Marshal. LGF shall comply with any building emergency or safety plan that may be implemented for LGF safety and cooperation in routine fire drills as periodically required by PP&R. LGF shall have no obligation to obtain or reimburse PP&R for any costs of fire insurance or other property insurance on the Premises.

8. Overloading Floors

LGF shall not overload the floors of the Premises so as to cause any undue or serious stress or strain to the buildings, or any part thereof. PP&R shall have the right, at any time, to call upon any competent engineer or architect whom PP&R may choose, to decide whether or not the floors of the Premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the buildings, or any part thereof. The decision of the engineer or architect shall be final and binding upon LGF. LGF shall immediately relieve the overloading by lightening the load or reinforcing the Premises or building and shall repair any damage resulting from the overloading.

9. Signs and Attachments

LGF shall include the PP&R logo to any and all advertising or promotional materials for the Gardens. Additionally, a PP&R-approved sign, with a PP&R logo, shall be installed at or near the entrance to the Premises. LGF shall not place signage or attachment on the exterior of the Premises, any common area, including windows or doors, to advertise the nature of LGF's business, without PP&R's consent. PP&R may refuse consent to any proposed permanent signage or attachment that is in PP&R's reasonable opinion inconsistent with or inappropriate to the Premises. PP&R will not unreasonably refuse consent to any proposed sign. If PP&R approves a sign or attachment, LGF is required to comply with applicable laws regulating signs, including the Sign Code under Portland City Code Title 32. LGF is solely responsible for costs for installation, maintenance,

removal and repair of damage related to an authorized LGF signage. Authorized signage shall be kept in good and safe condition by LGF. LGF shall seek PP&R consent prior to altering or substituting any authorized signage. PP&R shall not unreasonably withhold approval of the LGF's request to install a signage of a temporary nature to the Premises, provided that such signage complies with all applicable laws and City Policies and Code.

10. Acceptance of Premises

Except as set forth in this License, (i) LGF will examine the Premises and accept them in "as is" condition, and (ii) no representations or warranties as to the condition of the Premises have been made by PP&R or its officers, agents or employees. LGF is responsible for determining whether LGF's proposed use of Premises conforms to applicable zoning or building codes. Except where caused by the negligence or willful misconduct of PP&R, PP&R shall have no liability to LGF for any damage or injury caused by the condition of the Premises or for any latent defect in the Premises. All furnishings, appliances, fixtures, improvements, surface coverings, decoration and other contents of the Premises shall be provided by LGF at its own expense. LGF accepts use of the Premises subject to any and all existing easements, pipelines, telephone, telegraph, communication, power and signal lines or any other similar facilities, together with any future installations thereof, provided that PP&R will defend LGF's right to quiet enjoyment of the Premises from all third-party claims during the License Term.

11. Alterations and Additions

LGF shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof or its contents without first obtaining the written consent of PP&R for any intended alteration, addition or improvement which exceeds \$5,000 in cost. PP&R consent shall not be unreasonably withheld. All alterations, additions or improvements to or of the Premises, including, but not limited to, wall covering, paneling, built-in cabinet work, but excepting movable furniture and trade fixtures shall at once become a part of the realty and belong to PP&R and shall be surrendered with the Premises upon the expiration of the Term hereof. Any authorized alterations, additions or improvements to the Premises by LGF shall be made by LGF at LGF's own expense. PP&R may condition its consent to installation of "a work of visual art", as defined in the Visual Artists Rights Act (VARA) (17 U.S.C. Sec. 101 et seq), in the Premises on LGF tendering and PP&R accepting a written waiver of moral rights under the VARA executed by the artist acknowledging that the work may be subject to destruction or removal.

12. LGF Improvements

(a) All work performed to the Premises shall be done in strict compliance with all applicable building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations, and ordinances. Prior to the commencement of any work requiring PP&R's consent, LGF shall submit to PP&R's Property Manager and obtain PP&R's written consent, which shall not be unreasonably withheld, to all of the following: LGF's plans, specifications and work drawings detailing the

alteration, construction or changes to the Premises proposed by LGF; LGF's estimated costs; and, the names of LGF's general contractors and major subcontractors, along with copies of contractors/subcontractors' certificates of insurance and bonding. As required by law, LGF shall apply for permits and submit permit plans to the City of Portland's Bureau of Development Services or other appropriate City bureaus, or government agency with permitting responsibility, within ten (10) days of obtaining PP&R's written consent to LGF's plans and specifications. All LGF improvement plans for construction, alteration or changes to the structural components of the buildings shall be signed and sealed by an architect or engineer licensed by the State of Oregon. LGF shall provide PP&R with proof of valid permits prior to commencement of any work and proof of inspection approval after work completion. The City of Portland's Bureau of Development Services or other appropriate City bureaus shall be considered separate regulating or permitting bodies from PP&R.

- (b) PP&R's written consent and approval of proposed or constructed LGF Improvement shall create no responsibility or liability on the part of PP&R for design completeness, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities, and shall not be construed as PP&R's warranty or approval of the adequacy, competence, experience, bonding or licensure of any contractors/subcontractors or the quality of the work that may be performed by these persons. LGF remains liable to PP&R for non-compliance and defects in any work performed by LGF's contractors/subcontractors.
- (c) All work performed by LGF shall be carried forward expeditiously, shall not interfere with PP&R's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner. PP&R or PP&R's employees or agents shall have the right at all reasonable times to inspect the quality and progress of the work. LGF shall provide PP&R all construction drawings if related to construction, alteration, or changes to the structural components of the buildings (inclusive of architectural, structural, mechanical, and electrical drawings) on computer disks in format readable by AutoCAD 2008 (or the appropriate version utilized by the City), at completion of LGF's construction. PP&R
- (d) Upon the expiration or termination of the License, LGF shall remove from the Premises all LGF's property and any alterations or improvements installed by or on behalf of LGF which PP&R requires LGF to remove. LGF shall promptly repair any damage to PP&R's property caused by such removal and restore the area to the condition the area was in prior to installation of the property in question. If LGF fails to remove its property, or those alterations or improvements required to be removed, PP&R may at its discretion keep or use some or all the property as PP&R's own without any compensation due to LGF, or elect to remove, store and sell some or all the property in accordance with applicable law, and at LGF's expense.

- (e) PP&R shall be responsible for agreed-upon capital improvements in excess of \$10,000 to be documented in separate agreement(s).

13. Building Alteration and Repair

In the event PP&R, during the Term of this License, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct, or improve any part of the Premises, then the repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of PP&R without any interference or claim for damages by LGF. Whether or not ordered to do so by a governmental authority, PP&R and PP&R's agents and employees shall have the right from time to time during the Term of this License to enter into and upon the Premises with reasonable notice to LGF, except in emergency circumstances, and recognizing LGF's right to accompany such agents and employees, for the purpose of inspecting and maintaining the Premises and making such alterations and repairs and doing such other things to the Premises or its equipment as may become necessary or advisable, without any interference from or claim for damages by LGF.

14. Maintenance and Repair

- (a) Except for repairs which are PP&R's responsibility, pursuant to subsection b) of this Section, LGF shall at all times maintain the Premises at all times, and all improvements of any kind, which may be erected, installed or made thereon by PP&R or LGF in a neat condition, free of trash and debris, in good and substantial condition, order and repair. In no event shall LGF be responsible to repair, correct, or replace any component of the Premises which on the Effective Date does not comply with all applicable building codes or other applicable laws or to repair any damage caused as a result of such noncompliance. LGF's responsibility to the Premises shall include, without limitation, the following:
  - (i) Performance of all necessary maintenance and repair upon the electrical fixtures, switches and wiring from the LGF's service panel, hardware, exposed plumbing, indoor ceilings, walls and floors;
  - (ii) Restroom cleaning and maintenance;
  - (iii) Replacement of all broken or cracked glass with glass of quality equal to or exceeding that which existed on the Effective Date; however, replacement of non-glass exterior walls and doors of the buildings shall be PP&R's responsibility. The Parties agree to inspect the condition of all walls, windows and doors prior to LGF's possession of the Premises to ensure that they are in good condition and proper working order;
  - (iv) The Premises under this Agreement include the roughly 5-acre lot at the upstream end of the Gardens (the "Back Five"), that encompassing forested slop and riparian wetland, upon which the LGF is interested in undertaking future development and other nature area work (the "Back



Five Project"). LGF is the responsible party for repairs and maintenance and for any improvements in that Back Five area. The Parties shall meet once a year to specifically discuss and determine a schedule of repairs, maintenance and improvements for the Back Five and identifying any specific works to be undertaken in the proposed "Back Five Project". but while PP&R shall be consulted on all matters related the Back Five and the proposed "Back Five Project", except for routine maintenance and repairs, LGF is responsible for all other repairs, maintenance and improvements in the "Back Five Project" area. LGF shall annually submit a list of all anticipated and/or scheduled work for the next year, to obtain PP&R's written approval on that work. This list shall include all improvements valued over \$5,000.

- (v) LGF shall notify PP&R if Premises becomes infested with insects or vermin. LGF shall promptly eradicate insects or vermin and contract with an approved extermination service to prevent further infestation. If LGF does not comply with eradication of insects or vermin, PP&R, at LGF's expense, will arrange for extermination service or perform such extermination service directly.
- (b) Subject to the limitations in subsection c) of this Section, PP&R shall maintain in serviceable condition the sidewalks, roof, gutters and downspouts, exterior walls, windows and doors, life/safety equipment, landscaping and concealed plumbing in the Premises, and elevators, and shall maintain and repair and make any major replacement of the mechanical equipment including any heating or air conditioning unit, unless such maintenance and repair are caused by LGF's or its agents', employees' or invitees' negligence, misuse or failure to comply with any provisions of this License, or by breaking and entering, in which case LGF shall pay PP&R the actual cost of the maintenance and repairs. LGF shall have no right to a fee abatement or any claim against PP&R for any inconvenience or disturbance when maintenance, repairs or replacement of sidewalks, roof, exterior walls, gutters or downspouts, concealed plumbing, mechanical equipment including heating or air conditioning, or elevators are being performed by PP&R, provided PP&R performs such maintenance, repair or replacement in a prompt and expeditious manner. PP&R may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed but shall not unreasonably block entrances to the buildings. PP&R shall maintain the lawn at the Gardens, consistent with standard practice for similar sites and available budgets in line with the enumerated responsibilities in this Agreement. PP&R shall not be responsible for lawn maintenance desired by the Gardens if it is not consistent with agreed-upon and scheduled work. LGF may engage outside contractors to perform lawn maintenance, but LGF shall submit any such contractor to PP&R for review and approval, prior to allowing that contractor to perform lawn maintenance.
- (c) PP&R shall have no duty to make any repairs under this License until LGF has given written notice to PP&R of the repairs to be made or condition to be

corrected. PP&R shall have no liability to LGF for failure to make any repair required of PP&R if the repair is completed within ten (10) days after notice from LGF to PP&R. If the repair is of such nature that it cannot be completed within the ten (10) day period, then PP&R shall commence the repair within the ten (10) day period, notify LGF of PP&R's steps for cure and estimated timetable for full completion of the repair, and proceed with reasonable diligence and in good faith to complete the repair as soon as practical and to completion, otherwise LGF may make such repairs at PP&R's expense.

- (d) Attached hereto as Exhibit B to this License is a Property Maintenance Matrix which identifies those maintenance and repairs which are the responsibilities of the Parties. Performance of maintenance and repairs shall meet or exceed any minimum standards for performance and care that may be set forth by PP&R for the same task.

15. Ice, Snow, Debris

LGF shall, during LGF's hours of operation, keep the outdoor portion of the Premises free and clear of ice, snow, rubbish, debris and obstruction. PP&R shall be responsible for clearing pavement leading to the Premises of snow, ice and other substances to the extent necessary to maintain unimpeded access to the Premises.

In extreme weather conditions, LGF may close the premises to the public subject to coordination with and notice to PP&R.

16. Observance of PP&R's Building Rules and Regulations

LGF agrees to comply with PP&R's Rules and Regulations respecting use of the Premises and the buildings. LGF shall permit PP&R to make reasonable inspection of the Premises from time to time, upon reasonable notice to LGF, and recognizing LGF's right to accompany such inspections, to determine whether LGF is complying with PP&R's Rules and Regulations and the provisions of this License. A copy of PP&R's current Policies, Rules and Regulations is attached hereto as Exhibit C. PP&R reserves the right to change its Policies, Rules and Regulations in its sole but reasonable discretion without prior notice to LGF; it being understood that any such change shall not unreasonably interfere with the normal operation of LGF's business or cause a conflict with any provision of this License.

17. Security Measures

PP&R may, at its sole cost, but shall have no obligation to, provide security service or to adopt security measures regarding the Premises or the buildings in accordance with PP&R's practices. Any security measures or services provided to the buildings or the Premises by PP&R may be reasonably modified at any time with at least ten (10 days') prior written notice to LGF. LGF shall cooperate with all security measures adopted by PP&R. LGF may install, at its sole cost, a security system within the Premises with PP&R's prior written consent. LGF shall provide PP&R with an access code or key to any security system at the time of installation. Notwithstanding the above, LGF shall

have the on-going right to directly contract with and pay for its own private security services provider.

18. Liens

LGF shall keep the Premises free from all liens, including mechanics liens, arising from any act or omission of LGF or those claiming under LGF. LGF shall pay as due all claims for work done, for services rendered or material furnished to the Premises at its request. If LGF fails to pay any claims or to discharge any lien within thirty (30) days of filing thereof, PP&R may discharge the lien and collect all costs of discharge, including its reasonable attorney's fees, as Additional Fees. Assessment of Additional Fees by PP&R shall not constitute a waiver of any right or remedy PP&R may have on account of LGF's default. LGF may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as PP&R's property interests are not jeopardized. If a lien is filed as a result of nonpayment, LGF shall, within thirty (30) days after notice of filing, provide PP&R with an executed copy of a discharge of the lien, or deposit with PP&R cash or a sufficient corporate surety bond or other security satisfactory to PP&R in an amount sufficient to discharge the lien plus any costs, attorney's fees or other charges that could accrue as a result of any action arising from the lien.

19. Light and Air

This License does not grant any rights of access to light or air over any part of the real property in which the Premises are located. PP&R has no liability for interference with light and air.

20. Indemnification

(a) LGF shall indemnify, defend, and hold harmless PP&R and PP&R's officers, agents and employees from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) LGF's use, occupancy, management or control of the Premises, (ii) any failure of LGF to comply with the terms of this License or any violation of law or ordinance and (iii) the acts or omission of LGF, its agents, officers, directors or employees. However, LGF shall not be liable for claims to the extent caused by the sole negligence or willful misconduct of PP&R, its officers, agents or employees. Subject to expense or liability attributable to the sole negligence or willful misconduct of PP&R, LGF shall, at LGF's cost and expense, defend any and all claims, demands, actions or suits which may be brought against LGF or PP&R or PP&R's officers, agents or employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay and discharge any and all judgments, including attorney fees and costs, that may be recovered against LGF or PP&R or PP&R's officers, agents, and employees, in any such action or actions in which they may be party defendants.

- (b) PP&R and its officers, agents and employees shall not be liable for any injury to the goods, stock, merchandise or any other property of LGF or to any person in or upon the Premises including, but not limited to, damage by fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the buildings or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, or collapse of the buildings or any portion thereof, or any other cause, except to the extent due to the sole negligence or willful misconduct of PP&R or its officers, agents, and employees.
- (c) LGF shall give PP&R prompt written notice of casualty or accident on the Premises. As a material part of the consideration to PP&R, LGF assumes all risk of damage to LGF's property or injury to persons, in, upon or about the indoor portion of the Premises at all times and in, upon, or about the outdoor portion of the Premises during LGF's hours of operation, except to the extent caused by PP&R's sole negligence or willful misconduct, and LGF otherwise waives all claims in respect thereof against PP&R.
- (d) LGF shall indemnify, defend and hold PP&R harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises) which arise during or after the License term as a result of the presence of Hazardous Substances arising as a result of the acts or omissions of LGF, its employees or agents. This indemnification of PP&R by LGF includes, without limitation, costs incurred in connection with any investigation of site conditions or any environmental cleanup, remedial, removal or restoration work in response to Hazardous Substances. LGF shall promptly take all action at its sole expenses as are necessary to return the Premises to the condition existing prior to the release of Hazardous Substances. Except for immediate initial response actions necessary to protect human health and the environment from substantial imminent harm, LGF shall obtain PP&R's approval of all such response action which approval shall not be unreasonably withheld. This environmental indemnity shall survive the expiration or earlier termination of this License.
- (e) LGF shall have control of the defense and settlement of any claims in this Section. However, LGF and any attorney engaged by LGF shall not defend the claim in the name of PP&R, nor purport to act as legal representative of PP&R, without first receiving from PP&R's attorney (City Attorney) the authority to act as legal counsel for PP&R and shall not settle any claim on behalf of PP&R without the approval of PP&R's attorney. Notwithstanding LGF's obligation to indemnify, defend and hold harmless PP&R, PP&R may at its election assume its own defense and settlement if PP&R determines that LGF is prohibited from defending PP&R or is not adequately defending PP&R's interest, or determines that an important governmental principle is at issue and PP&R desires to assume its own defense.

- (f) LGF's obligations and liabilities under this Section shall survive the expiration or termination of this License Agreement.

## 21. Liability Insurance

- (a) LGF shall maintain commercial general liability and property damage insurance, including automobile liability, and a fire legal liability endorsement, that protects LGF and PP&R and PP&R's officers, agents and employees as additional insureds from any and all risks, claims, demands, actions, and suits for damage to property including without limitation cracking or breaking of glass or bodily injury, including death, arising directly or indirectly from LGF's activities or any condition of the Premises. In no event shall the foregoing require LGF to insure the buildings or the Premises against damage by fire or other casualty and any such insurance, if any, shall be maintained by PP&R and PP&R's sole cost. The insurance shall protect LGF against the claims of PP&R on account of the obligations assumed by LGF under this License and shall protect PP&R and LGF against claims of third persons. The insurance shall provide coverage for not less than \$1,000,000 per each occurrence and 2,000,000 aggregate. PP&R reserves the right to require reasonable additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on municipalities of the State of Oregon during the term of this License. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds PP&R and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. LGF's coverage shall be primary and non-contributory with any other insurance and self-insurance. The coverage shall apply as to claims between insured on the policy. So long as such endorsement remains available, the insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to PP&R. If the insurance is canceled or terminated prior to termination of this License, LGF shall provide a new policy with the same terms. LGF agrees to maintain continuous, uninterrupted coverage for the duration of this License. The automobile insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the LGF at Premises and in its business. LGF shall also obtain insurance coverage for business interruption and loss of profit in an amount sufficient to meet LGF's full License obligations.
- (b) LGF shall maintain on file with PP&R a certificate of insurance, including relevance endorsements, certifying the coverage required by this Section. The adequacy of the insurance shall be subject to the reasonable approval of the City Attorney. Failure to maintain liability insurance and to maintain a current

certificate of insurance on file with PP&R shall be cause for immediate termination of this License by PP&R.

22. Waiver of Subrogation

- (a) PP&R and LGF each agree to waive claims arising in any manner in favor of either PP&R or LGF and against the other for loss or damage to their property located within or constituting a part or all the buildings to the extent the loss or damage is covered by liability or property insurance the Party is required to carry under this License or property insurance the Party does carry. The waiver also applies to LGF's directors, officers, employees, shareholders and agents and to PP&R's officers, agents and employees. The waiver does not apply to claims arising from the willful misconduct of PP&R or LGF.
- (b) LGF acknowledges that PP&R is self-insured and that PP&R will not obtain any insurance policy under this License. If LGF is unable, despite its best efforts, to find an insurance company that will issue a policy containing a waiver meeting the requirements of this Section at reasonable commercial rates, then it shall give PP&R written notice within thirty (30) days after the commencement date of this License. Upon the date of issuance of such notice, both Parties shall be released from their obligation of Waiver of Subrogation.

23. Workers' Compensation Insurance

LGF shall comply with the workers' compensation law, ORS Chapter 656, and as it may be amended from time to time. Unless LGF demonstrates to the satisfaction of PP&R that LGF is exempted from workers' compensation insurance requirements, LGF shall maintain coverage for all subject workers and provide to PP&R proof of valid workers' compensation insurance covering the entirety of the License Term.

24. Assignment

- (a) LGF shall not assign, mortgage, pledge or transfer this License or any interest therein or in any way part with possession of all or any part of the Premises or permit or license the use or occupancy by any other person without PP&R's prior consent, which will not be unreasonably withheld. Any assignment, transferring, occupation or use by any other person without the prior written consent of PP&R shall be void and shall be a material default.
- (b) This License shall not be assigned by operation of law unless: i) LGF, its receiver or trustee or proposed assignee provides PP&R with notice of proposed assignment at least sixty (60) days prior to effective date of such assignment by operation of law; ii) LGF, its receiver or trustee or proposed assignee demonstrates to PP&R that the proposed assignee has the same or better capability and stability than LGF; and iii) LGF, its receiver or trustee or proposed assignee cures all License defaults, or provides adequate assurances of prompt

cure if such is permitted by law, prior to effective date of such assignment by operation of law.

- (c) If LGF proposes an assignment, transfer, occupation or use, PP&R shall have the option of terminating this License and dealing directly with the proposed assignee, or any third party.
- (d) In the event of merger, acquisition or consolidation of LGF with any parent, subsidiary, successor or affiliated corporation, limited liability company or partnership, the resulting corporate entity shall be deemed LGF and not a third party requiring PP&R consent only if: LGF and/or the resulting corporate entity notify PP&R of the change in corporate identity or status within five (5) business days; the resulting corporate entity agrees to assume of all LGF liability and responsibilities under this License; the resulting corporate entity has the same or better financial capability and stability to assume LGF liability and responsibilities; and the resulting corporate entity executes documents acknowledging the corporate change and assumption of responsibility as may be requested by PP&R. Change of LGF's corporate status arising from administrative dissolution shall be deemed a transfer for the purposes of this Section.
- (e) The covenants and conditions contained in this License apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

25. Access and Entry by PP&R

- (a) PP&R shall have the right to enter the Premises upon reasonable notice to LGF and recognizing LGF's right to accompany such inspection: i) to inspect its conditions; ii) to submit the Premises to prospective purchasers or successor manager of the Premises, or LGFs (and, with respect to LGFs, only during the last six months of the Term); iii) to post notices of non-responsibility; and, iv) to repair, alterations or improvements to the Premises and any portion of the buildings that PP&R may deem necessary or desirable, without abatement of any fees paid.
- (b) If LGF fails to maintain the Premises in a clean and orderly fashion consistent with the use and appearance of the buildings, then upon written notice and at LGF's expense, PP&R may enter the Premises to rectify the condition and to restore the Premises to the condition, use and appearance that existed at the time this License was executed, reasonable wear and tear excepted.
- (c) PP&R shall have the right to use any and all means which PP&R may deem proper to open the doors of the Premises in an emergency, in order to obtain entry to the Premises, without liability to LGF.
- (d) Any entry to the Premises obtained by PP&R shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of LGF from the Premises or any portion thereof.

- (e) Notwithstanding anything in this License to the contrary, any entry by PP&R in, on, or about the Premises, including any inspection, or entry for repairs, alterations, or improvements, must be done in a manner to minimize interference with LGF's operations on the Premises. Any entry by PP&R in the Premises must be done with LGF's representative present. Notwithstanding anything in this License to the contrary, PP&R is solely responsible for all damage caused to LGF's property as a result of the acts or omissions of PP&R or its employees, agents, contractors, and invitees, in, on, or about the Premises.
- (f) PP&R shall have the right to program events, obtain access to the Premises and use the Premises for PP&R's own programs and events. If access is desired, PP&R will notify LGF and coordinate with LGF so there is no undue conflict and/or disruption because of PP&R's access. PP&R will be responsible for any direct, out-of-pocket costs for its access and use of the Premises but shall not be charged a fee for such access.

26. Default by LGF

- (a) Any one or more of the following shall be an "Event of Default":
  - (i) Failure of LGF to pay any fee or monetary obligation required by this License within ten (10) days after it is due;
  - (ii) Failure of LGF to comply with any term or condition or to perform any obligation of this License, within thirty (30) days after written notice by PP&R specifying the failure with reasonable particularity. If the failure is of such nature that it cannot be completely remedied within the thirty (30) day period, then LGF shall commence cure within the thirty (30) day period, notify PP&R of LGF's steps for cure and estimate timetable for full correction of the failure, and proceed with reasonable diligence and in good faith to correct the failure as soon as practical and to completion.
  - (iii) Unless otherwise agreed to in advance and in writing between the Parties, the abandonment of the Premises by LGF for any duration, cessation of LGF's business at the Premises, or failure of LGF to occupy the Premises for two (2) business days or more unless such failure is excused under this License.
  - (iv) An insolvency, receivership or bankruptcy proceeding is filed by or against LGF or its guarantor to declare LGF or its guarantor insolvent or bankrupt, or to seek a plan of reorganization or arrangement by LGF or its guarantor with its creditors, unless such petition is withdrawn or dismissed within thirty (30) days after the date of its filing.
  - (v) Appointment of receiver or trustee for the business or property of LGF or its guarantor unless such appointment is vacated within (10) days of its entry.



- (vi) LGF makes an assignment of LGF's property for the benefit of its creditors, or if in any other manner LGF's interest in this License is passed to another person by operation of law.
  - (vii) If LGF admits in writing of LGF's inability to meet LGF debts as they mature.
- (b) Upon filing of a petition under the Federal Bankruptcy Code (Title 11 United States Code, as may be amended or supplemented):
- (i) LGF or LGF's trustee shall perform promptly and fully each and every obligation of LGF under this License until such time as this License is either rejected or assumed by order of the bankruptcy court or pursuant to the Bankruptcy Code. Acceptance of any performance does not constitute waiver or relinquishment of PP&R's rights under the License or the law.
  - (ii) In the event LGF or LGF's trustee elects to reject this License or where this License is deemed rejected pursuant to the Bankruptcy Code, then PP&R shall immediately be entitled to possession of the Premises without further obligation to LGF or the trustee.
  - (iii) In the event LGF or LGF's trustee elects to assume and/or to assign this License pursuant to the Bankruptcy Code, in addition to any other requirement imposed upon LGF, LGF shall: within ten (10) days from the date of assumption, cure of all License defaults and compensate PP&R for any actual pecuniary loss that may have resulted from LGF's defaults, or provide adequate assurances of cure and compensation; and adequate assurances of future performance of all LGF obligations under the License. PP&R and LGF acknowledge such conditions are commercially reasonable.
  - (iv) If LGF or LGF's trustee has assumed this License and elects to assign LGF's interest under this License to any other person, such interest may be assigned only if the intended assignee has provided adequate assurance of future performance of all LGF's obligations under this License and executes and delivers to PP&R an instrument by which the assignee assumes all obligations of the License from and after the date of assignment.
  - (v) "Adequate assurance of future performance" means that PP&R has ascertained that each of the following conditions has been satisfied: (1) the assignee and its guarantor (if any) document by current financial statements, certified by the chief financial officer(s), or similar financial documents showing a net worth and working capital in amounts at least equal to LGF's and its guarantor's as of the time the LGF became the LGF under this License so as to assure future performance by the assignee of all License obligations; (2) the assumption or assignment will not breach any

use, confidentiality or exclusivity provisions in this License; and,  
(3) PP&R has obtained consents or waivers from any third parties that may be required under a License, mortgage, financing arrangement or other agreement by which PP&R is bound, to enable PP&R to permit such assignment.

- (vi) PP&R's acceptance of fees or any other payment from any trustee, receiver, assignee, person or other entity will not be deemed to have waived nor waives the requirement of PP&R's consent, PP&R's right to terminate this License for any transfer of LGF's interest under this License without such consent, or PP&R's claim for any amount of any fee or financial obligation due from LGF.

27. Remedies on Default by LGF

- (a) Upon occurrence of an Event of Default, PP&R may: i) elect to terminate this License and LGF's right to use of the Premises by notice to LGF; ii) exercise its right to cure any non-monetary default and recover the cost of such cure from LGF; iii) re-enter, take possession of the Premises and remove any persons or property by legal action or self-help, with the use of reasonable force and without liability for damages; or iv) exercise any legal or equitable right or remedy it may have. PP&R's remedies in this Section shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy. LGF's liability to PP&R for default shall survive termination of this License. If termination of this License is stayed by the order of the bankruptcy court, then PP&R shall have the right to terminate this License and LGF shall vacate the Premises following the expiration of such stay or the failure of LGF or its bankruptcy trustee to assume this License within the time prescribed for assumption or as may be allowed by an order of the court.
- (b) Following re-entry by PP&R due to termination, PP&R shall exert commercially reasonable efforts to mitigate its damages. PP&R may alter, refurbish or change the character or use of the Premises in connection with this mitigation. Mitigation by PP&R following LGF's default shall not be construed as an acceptance or a surrender of the Premises. If any fees received upon mitigation exceeds the fees received under this License, LGF shall have no claim to the excess. PP&R shall have a security interest in LGF's property on the Premises at the time of re-entry to secure all sums owed or to become owing PP&R under this License. Perfection of such security interest shall be taking possession of the property or otherwise as provided by law.

28. Surrender Upon Termination

- (a) Upon expiration or termination of this License, LGF shall deliver all keys to PP&R and surrender the Premises to PP&R in first class condition and broom clean. LGF does not need to restore the Premises due to depreciation and wear

from ordinary use for the purposes for which the Premises were let. Any repair that LGF is required to make in this License shall be completed prior to surrender.

- (b) Except for LGF's trade fixtures, all fixtures placed upon the Premises shall become the property of PP&R. If LGF fails to remove fixtures or make repairs, PP&R may do so and charge the cost to LGF together with interest and late charges as provided by this License from the date of the expenditure.
- (c) LGF shall remove all furnishings, furniture and trade fixtures that remain the property of LGF. Failure to remove all LGF's property shall constitute a failure to vacate and surrender Premises. Property not removed shall be deemed abandoned property and of inconsequential value, and LGF shall have no further rights therein except as provided below. PP&R may elect to retain or dispose of the abandoned property as PP&R sees fit. If LGF fails to vacate and surrender the Premises, PP&R may take legal action to eject LGF from the Premises. LGF shall be responsible for all actual damages (but not consequential damages) to PP&R as a result of LGF's failure to surrender and vacate the Premises in accordance with this License. This clause shall survive the termination of this License.
- (d) Right to quiet enjoyment and Landlord obligations to LGF under this License are not applicable to a holdover LGF.

29. Default by PP&R, Remedies

PP&R shall not be in default unless PP&R fails to perform obligations required of PP&R within a reasonable time. PP&R agrees to perform its obligations within ten (10) days after receiving written notice from LGF specifying where and how PP&R has failed to perform its obligations. If the nature of PP&R's obligations is such that more than ten (10) days are required for performance, then PP&R shall not be in default if PP&R commences performance within such ten (10) day period and thereafter diligently prosecutes the same to completion.

30. Inability to Perform

Neither party shall be deemed in default for the non-performance or for any interruption or delay in performance of any of the terms, covenants and conditions of this License if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or other causes beyond the reasonable control of such party, providing such cause is not due to such party's willful act or neglect.

31. Annual Cash Contributions

Upon execution of this Agreement, LGF shall receive one-time cash contributions for the first three years of this agreement. This funding shall be used for operating expenses for the Premises. The schedule of payments is as follows:

CASH CONTRIBUTIONS FROM PP&R TO LGF	FISCAL YEAR	AMOUNT
PP&R PAYS TO LGF	2022-23 (7/1/22-6/30/23)	\$315,000.00 (Subject to available funding)
PP&R PAYS TO LGF	2023-24 (7/1/23-6/30/24)	\$350,000.00 (Subject to available funding)
PP&R PAYS TO LGF	2024-25 (7/1/24-6/30/25)	\$350,000.00 (Subject to available funding)

PP&R cannot assure that any particular level of funding will be provided and this Agreement permits PP&R to add or remove funding annually as necessary depending on the availability of funding as dictated by the City of Portland's budget process.

32. General Provisions

(a) Every covenant in this License will be construed to be material, whether the covenant expressly provides. No right or remedy or election provided by this License shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies available at law or in equity. Acceptance by PP&R of any fees or other benefits under this License shall not constitute a waiver of any default. Any waiver by PP&R or LGF of the strict performance of any of the covenants of this License shall not be deemed to be a waiver of subsequent breaches of a different character, occurring either before or subsequent to such waiver, and shall not prejudice PP&R's or LGF's right to strict performance of the same covenant in the future or of any other covenants of this License.

(b) Time is of the essence in this License.

(c) LGF may charge an admission fee for public access to the Gardens. The amount of that fee, any exceptions or waivers to that fee and the administration of the funds accrued from that fee, shall be agreed upon in writing between the parties.

Exhibit E spells out the admission program including equitable access programs.

(d) There are no oral agreements between PP&R and LGF affecting this License, and this License supersedes and cancels any and all previous negotiations, arrangement, brochures, advertising, agreement and understandings, oral or written, if any, between PP&R and LGF or displayed by PP&R or its agents to LGF with respect to the subject matter of this License, the Premises or the buildings. There are no representations between PP&R and LGF other than those contained in this License, and all reliance with respect to any representations is solely upon representations contained in this License. This License shall not be

amended or modified except by agreement in writing signed by the parties. This License shall not be recorded without written consent of PP&R.

- (e) If LGF is a corporation, each individual executing this License on behalf of that corporation shall be duly authorized to execute and deliver this License on behalf of the corporation, in accordance with the bylaws of the corporation, and the corporation warrants and represents that this License is binding on the corporation. LGF shall provide any corporate authorization documents as may be requested by PP&R.
- (f) Upon LGF paying all fees and completely observing and fully performing all of the covenants, conditions and provisions required of LGF, LGF shall have the right to use the Premises for the entire term hereof, subject to all terms and conditions of this License.
- (g) If there be more than one LGF, the obligations imposed hereunder shall be joint and several.
- (h) PP&R and LGF are the only parties to this License and are the only parties entitled to enforce its terms. Nothing in this License gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of this License.
- (i) Nothing in this License shall be construed to create the relationship of principal and agent, partnership, joint venture or other association between PP&R and LGF in connection with the business carried on by LGF under this License, other than a licensor and licensee relationship. PP&R shall have no obligation with respect to LGF's debts or other liabilities.
- (j) If any portion of this License is ruled invalid, void or illegal by an order of the court, the remainder of this License shall remain in full force and effect.
- (k) In addition to any specific covenant in this License and upon LGF's sole expense, LGF shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force during the term of this License, applicable to LGF's use or occupancy of the Premises but in no event shall LGF have any obligation to make any improvements or alterations to the Premises. Upon request from PP&R, LGF shall verify to PP&R that LGF is in compliance with all tax reporting and payment requirements of the Internal Revenue Services, Oregon Department of Revenue, and local taxing authorities, including the City of Portland's Bureau of Revenues (as to Portland Business License Law) and Multnomah County Business Income Tax Law.
- (l) This License shall be governed by the laws of the State of Oregon. Any litigation arising under this License shall occur in the Multnomah County Circuit Court.

- (m) This License will be construed with equal weight for the rights of both Parties, the terms and conditions of this License having been determined by fair negotiation with due consideration of the rights and requirements of both Parties, and any ambiguities shall not be construed for or against either Party.
- (n) Americans With Disabilities Compliance
  - (i) LGF shall comply, at LGF's sole expense, with the Americans With Disabilities Act (the "ADA"), including any duty the ADA may impose on PP&R or LGF as a result of LGF's use, occupation or alteration of the Premises, except that LGF shall have no obligation to make any alterations or improvements to the Premises.
  - (ii) Within ten (10) days after receipt, PP&R and LGF shall advise the other party in writing, and provide the other party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Premises or any portion of the buildings to which LGF has a right to use due to this License, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Premises or any portion of the buildings to which LGF has a right to use due to this License.
  - (iii) In the event of any assignment of the Premises, LGF and LGF's assignee shall agree to comply with the ADA, at their sole expense, and agree to be liable under this License for any duty the ADA may impose upon LGF or LGF's assignee as a result of their use, occupation or alteration of the Premises. PP&R reserves the right to withhold consent to a proposed assignment if the assignment or fails to contain provisions required by this License to ensure ADA compliance at the expenses of LGF or LGF's assignee. PP&R further reserves the right to withhold consent to a proposed assignment if the proposed use, occupation or alteration by the assignee or shall require alterations to the Premises to comply with the ADA which are inconsistent with PP&R's management interests.

### 33. LGF's Representation

Notwithstanding the requirement for LGF to observe and comply with all federal, state and local laws in general, LGF represents to PP&R that, (i) neither LGF nor any person or entity that directly owns a ten-percent (10%) or greater equity interest in LGF nor any of LGF's officer, director or managing member or agent is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order"), signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" or other governmental action, (ii) that LGF's activities do not violate the International Money

Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time) or the Money Laundering Control Act of 1986 (18 U.S.C. Sec. 1956 et seq and as amended), and (iii) that throughout the term of this License, LGF shall comply with the Executive Order and with the Money Laundering Acts. Prior to execution of this License, and as may be requested by PP&R from time to time, LGF shall identify and provide contact information of those persons who own a ten percent (10%) or greater equity interest in LGF, and of LGF's officers, directors or managing members or agents, and citizenship status if other than U.S. citizens or entities. LGF shall have a continuing duty to ensure that its equity owners, officers, directors or managing members or agents are not Prohibited Persons.

34. Notices

Unless another manner of notice is specified or required, notices provided for in this License shall be in writing and effective: (a) upon delivery, if delivered personally to the identified representative below; (b) three (3) business days after mailing, if deposited in the United States mail, postage prepaid; or (c) three (3) business days or upon delivery whichever is sooner, if tendered to an overnight or commercial courier (such as Federal Express), and addressed to the person and address below, or to another designee or address as either Party may specify in writing from time to time. Notice sent by electronic mail (email) is deemed received when actually received during regular business hours, provided that any email notice must also be concurrently sent by United States mail, postage prepaid. In no event may a notice related to default or termination be deemed to have been delivered unless the notice is personally delivered, deposited in the United States mail, or sent by overnight or commercial courier.

To PP&R:                   CITY OF PORTLAND  
Portland Parks and Recreation, Attention Property Manager  
1120 SW Fifth Avenue  
Portland, OR 97204  
Telephone: (503) 823-5229  
Email: [Dylan.Paul@portlandoregon.gov](mailto:Dylan.Paul@portlandoregon.gov)

With copy to:  
City Attorney's Office  
Attn: Parks Legal Advisor  
1221 SW 4<sup>th</sup> Avenue, Room 430  
Portland, Oregon 97204

To LGF:                   Leach Garden Friends  
6704 SE 122nd Ave.  
Portland, OR 97236  
Telephone: (503) 823-1673  
Email: evines@leachgarden.org

35. Counterparts/Electronic Transaction

This License may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

*{the remainder of this page left blank intentionally}*

*[signatures appear on the following page]*



PP&R and LGF have executed this License in duplicate on the day and year written.

**LGF:**

LEACH GARDEN FRIENDS, an Oregon non-profit corporation

\_\_\_\_\_  
Eric Vines, Interim Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
City of Portland Business License Number

**PP&R:**

City of Portland,  
by and through its Bureau of Parks and Recreation

\_\_\_\_\_  
Adena Long, Director

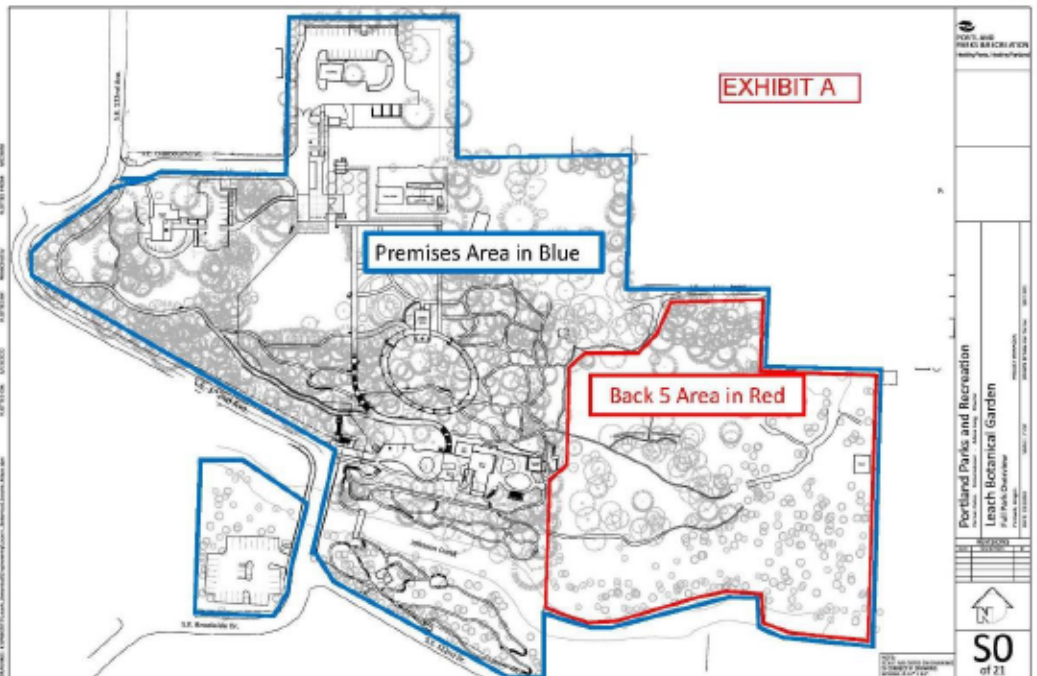
\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**Exhibits**

- Exhibit A – Leach Botanical Garden Premises
- Exhibit B – Leach Botanical Garden Maintenance Responsibilities Matrix
- Exhibit C – Policies, Rules and Regulations
- Exhibit D – Pass-Through Funding/Capital Projects
- Exhibit E – Leach Botanical Garden Admission Program



LICENSE EXHIBIT "B"				
LEACH BOTANICAL GARDEN				
MAINTENANCE RESPONSIBILITIES				
MATRIX				
Maintenance Item	PP&R	LGF	N/A	Notes
Roof	X			Section 15 (b)
Gutters/downspouts	X			Section 15 (b)
Windows (incl. replacing cracked/broken glass)		X		Section 15 (a) (iii)
Doors, exterior, including garage	X			Section 15 (a) (iii)
Walls, exterior	X			Section 15 (b) (iii)
Stairs, exterior			X	
Interior walls/ceiling		X		Section 15 (a) (i)
Doors, interior		X		Section 15 (a) (iii)
Floors		X		Section 15 (a) (i)
Interior stairs			X	
Painting, interior		X		Section 15 (a) (i)
Painting, exterior	X			Section 15 (b)
Masonry	X			Section 15 (b)
Foundation	X			Section 15 (b)
Mechanical systems/HVAC	X			Section 15 (b)
Heat adjustments		X		Section 15 (a) (i)
Utilities (Locates)	X			Section 15 (b)
Plumbing, in-wall (pipes, etc.)	X			Section 15 (b)
Plumbing fixtures		X		Section 15 (a) (i)
Drain and toilet clogs		X		Section 15 (a) (i)
Electrical, in-wall (including switches and receptacles)		X		Section 15 (a) (i)
Electrical service and panels	X			Section 15 (b)
Exterior lighting	X			Section 15 (b)
Replace lightbulbs (includes fixture lamps)		X		Section 15 (a) (i)
Appliances (ranges, dishwashers, washers, dryers, air conditioners)		X		Section 15 (a)
Fireplace – outdoor unit		X		Section 15 (a)
Kitchen equipment (hood, fans, ductwork, grease traps, disposals)		X		Section 15 (a)
Elevators (passenger, freight, equipment)			X	
Landscaping (shrub beds)		X		Section 15 (b)
Turf – Formal Lawn - Mow, overseed, fertilize		X		Section 15 (a)
Turf – Mowing (Small lawn to south of Administration Building)		X		Section 15(a)
Turf – Formal Lawn (Supply Fertilizer and seed, aerate and top dress with sand annually)	X			Section 15 (b)
Turf Mowing (mow all lawns weekly during growing season except formal lawn and small lawn south of Administration Building, Meadow lawn will be mowed every other week)	X			Section 15 (b)
Natural Area ("back 5 acres")		X		Section 15 (a)
Irrigation (repairs on lateral lines, sprinkler heads and programming controller or replacing controller)		X		Section 15 (a)
Irrigation (Blow out system)	X			Section 15 (b)

Irrigation (Maintenance or repairs on Mainline, valves, pump, and drive)	X		Section 15 (b)
Irrigation (test and repair backflow devices)	X		Section 15 (b)
Safety and Security	X		Section 18
Trees – Park Trees		X	Urban Forestry and/or BDS permit processes as required by Title 11 and/or Title 33
Trees – Street Trees		X	Urban Forestry and/or BDS permit processes as required by Title 11 and/or Title 33
Pathway maintenance, snow, ice and debris removal		X	Section 16
Sidewalks (structural- trip hazards)		X	Section 15 (b)
Parking areas including striping and handicap signage/markings	X		
Fencing and gates	X		
Custodial		X	Section 15 (a)
Life/safety - Sprinklers	X		Section 15 (b)
Alarm system- ongoing maintenance, repair		X	Section 3
Alarm system, monitoring fees		X	Section 3
Pest control using IPM-certified contractor		X	Section 15 (a) (iv)
Tenant improvements		X	Sections 13, A,B &C
Capital Improvements	X		Section 13 (e)

## EXHIBIT C

### POLICIES, RULES AND REGULATIONS

#### **IN CASE OF POLICE/FIRE EMERGENCY:                      CALL 9-1-1**

State your name, your address and telephone number, and the type of emergency.

Within one business day, notify PP&R of the emergency situation.

#### **In Case of Mechanical or Plumbing Emergency:    (503) 823-5252**

#### **A.    GENERAL RULES**

1. Any common area is to be kept free and clear at all times of all Licensee's or its invitees' personal property or garbage, including but not limited to boxes, debris, bicycles, scooters, skateboards, motorized and non-motorized vehicles or devices, tables, chairs, plants/planters, trade equipment and any other personal property.
2. No bicycles, roller skates, roller blades, scooters, skateboards, unicycles or other similar devices or apparatus shall be used or operated in the Premises, building or common area. User shall dismount from bicycle before entry into building. No motorized vehicles are permitted in the building. Bicycles shall not be stored within the Licensed premises, but shall be parked outside the building.
3. Sidewalks, entrances, passages, courtyards, elevators, vestibules, stairways, corridors/halls shall not be obstructed or encumbered by Licensee or their invitees for any other purpose other than ingress and egress to and from the building or Premises.
4. Corridor doors between Licensed premises and the common area are to be kept closed when not in use.
5. Licensee shall not allow unauthorized persons into those common areas that are reserved only for the use of authorized building Licensees and PP&R and which are not generally open to the public.
6. No weapons are permitted in the common area except as may be authorized under Oregon Revised Statutes.
7. Licensee shall take extra care in delivery and move in/move out of heavy or bulky equipment, furniture, inventory, supplies, or other property to avoid damage to common area (such as damaging or leaving marks on walls or thresholds). Hand trucks, dollies, carts or baskets shall be equipped with rubber tires and adequate side guards and padding. Licensee shall be responsible for any damage to common areas caused by Licensee's misuse.
8. Restrooms, drinking fountains, water/wash closets or other plumbing fixtures shall not be

used for any other purposes other than for which constructed. No coffee grounds, miscellaneous sweepings, rubbish, paper towels, rags or other substances or materials shall be thrown or flushed into any plumbing fixture.

9. Canvassing, soliciting, peddling and distribution of handbills or other materials are not allowed in the building.

#### B. MECHANICAL EQUIPMENT

1. Identify electric circuit breakers in your licensed space to assist the maintenance staff.
2. All mechanical systems within the Premises are Licensee's responsibility, unless the License states otherwise.
3. Prior to leaving Premises for the day, Licensee shall turn off all unused electronic/electrical equipment or machinery (such as computers, printers, copiers, coffee makers, ovens/toasters), and shall ensure that faucets are turned off (water not flowing or dripping). In premises that have individual thermostats, the thermostats shall be set to automatically control high and low settings. Licensee shall turn off lights, and secure doors and/or windows to Premises to prevent waste, theft or damage, and to conserve energy/utility consumed at the building or Premises.
4. Except as authorized in writing by PP&R, Licensee shall not use heating or air-conditioning equipment other than that supplied by PP&R. If portable heaters, air conditioning units or generators are permitted by PP&R, Licensee shall switch off such equipment prior to leaving Premises for the day. Licensee shall not overload the electrical circuits.

#### C. TRASH & RECYCLING

1. Trash service and containers are provided for Licensee use only. Trash from other than licensed Premises shall not be disposed of at this building. All trash and garbage must be handled in a clean, sanitary and safe manner. Trash bags must be tied securely to prevent spillage. Trash containers in Premises shall be routinely cleaned and sanitized.
2. Trash containers are for general office-generated trash, for restaurant food and waste where the Licensee is a food service provider. Follow the rules and instructions for types of trash noted on the trash container. Do not dispose of personal household trash, furniture, office equipment, electronics, automotive equipment, or any other items disallowed by the trash hauler.
3. Recycling containers are marked for type of recycling. Each Licensee shall recycle materials as accepted by the trash hauler.
4. Excessive or inappropriate trash generation caused by Licensee's action or non-action shall be subject to additional charges.

#### D. EXTRA CHARGES

Licensees may be charged for the costs of the following:

1. Clean up or repair of common area damage caused by Licensee or its invitees' neglect or abuse.
2. Removal of boxes not flattened and disposed of appropriately.
3. Removal or cleanup of spilled or unsealed food garbage.
4. Use of the building outside normal business hours which involves common area or central systems use, including elevators.
5. Propping open doors to common area and causing security or utility expense or liability to PP&R.

E. **RESTRICTED AREAS**

1. Except as may be authorized by the License or permitted by PP&R, Licensee shall not enter or attempt to enter any area of the building that is restricted or secured or otherwise reserved to PP&R, such as mechanical/electrical rooms, elevator shafts or rooftops.
2. Licensee shall report any break-ins, suspicious activities or visible damage to restricted or secured areas to PP&R and/or police.

F. **ANIMALS, PETS & VERMIN**

1. No pets or animals, without written approval, shall be permitted into the building or Premises, except for service animals while performing their qualified services or service animals in training. No animal shall be off a tether, allowed to roam freely, or left unaccompanied on the building grounds. Licensee shall obtain PP&R's permission before installing any aquarium, or water fountain or related displays.
2. Licensee shall notify PP&R if Premises becomes infested with insects or vermin. At Licensee's expense, PP&R will either authorize Licensee to arrange for an approved extermination service or perform such extermination service directly. If the infestation was caused by Licensee's action or lack of action, the cost of extermination shall be Licensee's responsibility.

G. **FLOOR, CARPET CARE**

1. Licensee shall use carpet protectors or chair mats under all desk chairs. Licensee will be responsible for carpet replacement if chair protectors or chair mats are not used.
2. Licensee shall, at Licensee's expense, professionally shampoo and clean the carpet in Premises, as needed, to help maintain the carpeting. Licensee will be responsible for carpet replacement and all other repair, other than normal wear and tear. .

These building regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of the License. PP&R reserves the right to make such other and reasonable rules and regulations as in its sole judgment from time to time as

may be needed for safety and security, for care and cleanliness of the building and for the preservation of the good order at the building. Licensee agrees to abide by Portland City Code, including but not limited to Title 14 and 20, and all rules and regulations adopted by PP&R.



Leach Garden Friends Grant Funded Projects

**CAPITAL PROJECTS – ANTICIPATED LGF SCOPE OF WORK FOR THE MANOR HOUSE/ GIFT SHOP, CARRIAGE HOUSE, STONE CABIN, BRIDGE AND UTILITY SHED**

- Projects to be done by and for LGF with written approval from PP&R. All work requires a Consent to Improvements (CTI) or Non-Park Use Permit (NPUP) to ensure that City policy requirements are met.
- The anticipated start of construction is mid-October 2022 with a budget of \$1.55 million. The funding is the result of a Grant procured by Leach Garden Friends.
- Irene Bowers, Board Member of Leach Garden Friends will be the primary contact for PP&R's Project Manager, Jane Alexander.
- LGF has provided a Project Budget Summary initially 4/5/2021 and updated 3/15/2022. The summary notes a proposed project cost of \$2,236,994, which is overbudget by \$777,867.
- Scope items by building/asset are numbered in order of importance and priority for project completion.

**Manor House/ Gift Shop**

1. Perform Hazard assessment to check for Lead Paint and Asbestos in Manor House, Carriage House, Stone Cottage and Claybourne Shed (complete)
2. Roof – the roof vents, shingles, membrane, roof sheathing, gutters, flashings, and roof safety tie offs will be removed and replaced. No investigation has taken place to determine if the entire roof sheathing needs replacement or only a portion.
3. Cupola – restore and repaint.
4. Existing shake siding - Remove Repair, replace where necessary, and paint.
5. Exterior brickwork & chimney – clean, repoint and paint. Extent not determined.
6. Existing wood windows – (doors?) -repair or replace. [mostly repair, many of the wood windows and doors seem to be in good shape]
7. Existing sheet vinyl flooring – replace at entry, two restrooms, gift shop and kitchen.
8. Existing chandelier – Full scale replacement or maintain the fixture and replace existing bulbs with LED.
9. Existing track lighting – replace fixtures.
10. Upgrade to LED lighting throughout the interior.
11. Existing HVAC upgrade – the entire system may not require upgrading. A determination of the status will require an assessment by Bremik Construction with input from PP&R – Professional Repair & Maintenance Services. This will require the replacement of existing furnace with a Heat Pump Unit.
12. Wireless internet and audio-visual improvements. [Run Fiber Optic Cable from the annex to the Manor House using existing empty conduit - confirm existence of conduit]
13. Update – outdated electrical wiring and circuits (panel box)
14. Install gas fireplace in Livingroom (gas line located adjacent to Chimney) This would be a relatively easy install according to Bremik.

Not discussed as part of Manor House current scope.

1. Upgrade all restrooms.

2. Remodel of kitchen and gift shop
3. Addition of dishwasher to kitchen
4. A dish pass through to patio
5. Install gas fireplace in Livingroom (moved to the "perform" list). (Existence of gas line to be determined)

#### **Carriage House**

1. Roof – replace same as Manor House including downspouts and gutters.
2. Existing Upper-level roof rafters – strengthen.
3. Existing interior and exterior lighting – upgrade to LED

#### **Stone Cabin**

1. Restore slate tile roof.
2. Stone – clean, repoint, reset stones and sills. [Bremik thinks the Stone walls are in good shape and won't need much attention]
3. Existing Terrazzo Floor – clean rather than restore.
4. Security at windows
5. Existing Chimney Cap – replace.

Not discussed as part of this scope.

1. New interior and exterior lighting.

#### **Bridge**

Not included in scope.

#### **Utility Shed Replacement**

(Not part of Bremik's contract)

To be demolished and replaced with shipping container or tuff shed

The License Agreement and this Exhibit detail the mutual exchange of consideration between LGF and PPR at Leach Botanical Gardens and it is anticipated that each party will fulfill the duties and obligations outlined here.

# Leach Botanical Garden Admission Program

## Admission Fees 2022

Adults & Youth \$5  
 Children 5 and under Free  
 Garden for All- Free upon request (see below)

Admission fees will be raised to \$6/person in January 2023 to accommodate inflation.

## Walk Up Requested Discounts Available by request (not available online):

Senior (65+)	20% off
Student (college ID)	20% off
Military	20% off

\*\* Refunds available at Admissions if purchased online and requested in person.

## Garden for All - available in-person. Promoted online and on the Leach Botanical Garden Website.

Garden Admission waived if Garden for All waiver is requested w/ Oregon Trail (EBT), WIC (Women, Infants & Children), TANF (Temporary Assistance for Needy Families) RCA (Refugee Cash Assistance, Washington residents receiving PWA (Pregnant Women Assistance) Basic Food (SNAP) benefits or a Library Cultural Attraction Pass. **If someone asks for free admission**, the visitor services staff have discretion to offer free admission, even if the person doesn't have documentation to prove need. Our goal is to make certain anyone who desires access to the garden can gain access regardless of ability to pay. Leach Garden Friends will fundraise from donors and sponsors to offset the revenue lost from discounted or free admission.

Admission at all levels is tracked through our admission database with reports provided annually to PP&R to identify the number of people utilizing different levels of assistance.

Admission revenue is used to pay the salaries of the visitor services staff. A portion also funds the horticulture staff salaries.

Leach Garden Friends to have latitude to adjust admission prices up or down with written approval from PP&R to manage demands on Garden assets including parking and peak attendance.