

Exhibit A

**BINDING SETTLEMENT TERMS**  
(“this Agreement”)

November 28, 2005

This Agreement is subject to approval by the Portland City Council and the Chief of Portland Fire & Rescue (“the Chief”). The undersigned Deputy City Attorney, Supervisor of Bureau of General Services Facilities Division (“the Supervisor”), and Division Chief agree to promptly recommend approval of this Agreement to the Chief; and the Deputy City Attorney and the Supervisor agree, if such approval by the Chief is obtained, to place the matter on the agenda of the City Council as soon as practicable but no later than the meeting of January 4, 2006, and to recommend approval. If the Chief or the City Council does not unconditionally approve this Agreement, then this Agreement shall be of no force or effect.

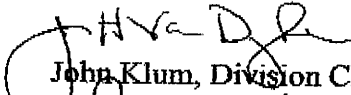
1. The City of Portland, Oregon (“the City”) agrees to pay \$197,500 to Columbia Rim Corporation (“CRC”), by check payable to Columbia Rim Corporation, delivered to Attorney Duyck within 14 calendar days of City Council approval, as described above. Notwithstanding any statutory provision to the contrary, such \$197,500 shall be paid without interest if timely tendered in accordance with this paragraph. Time is of the essence of this Agreement.
2. Except as provided in this Agreement, each party releases the other; and all of their respective employees, agents, officers, owners, shareholders, subcontractors, attorneys and insurers; from all claims, known or unknown, which now exist or which may arise in the future, arising from or relating to remodeling project for Fire Station 28. This release does not extend to: (a) warranty claims, if any, by the City against CRC arising from the contract; (b) claims, if any, by the City against CRC for latent defects in the project not presently known to the City; and, (c) claims, if any, by CRC against the City for indemnity for claims by employees of subcontractors arising under the Employer Liability Act or similar theories of recovery. Under these exceptions to release (a), (b), and (c), each side reserves all rights and defenses.
3. This Agreement reflects compromise of disputed claims and defenses. Each party has denied and continues to deny liability to the other, and has entered

into this compromise settlement to avoid the expense and uncertainty of litigation.

4. Counsel may but are not required to prepare a more formal settlement agreement, which when signed by both sides supersedes and replaces this Agreement. In the event of any irreconcilable disagreement concerning language of the more formal settlement agreement, if any, Richard Spier will serve as binding arbitrator, after summary telephone hearing. Meanwhile, this Agreement is a binding and effective settlement.
5. Richard Spier assisted counsel in preparing this Agreement. In so doing, he acted as mediator and scrivener, not as lawyer for any party. The parties have consulted with their own respective lawyers before signing this Agreement.

For the City of Portland (and individually, as to agreements to recommend approval of this Agreement):

James H. Van Dyke, Deputy City Attorney

  
John Klum, Division Chief

  
Richard Ragland, Supervisor of Bureau of General Services Facilities Division

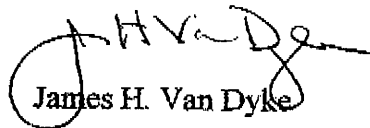
Columbia Rim Corporation

by 

Michael J. DeFrees, President

APPROVED BY COUNSEL:

  
Daniel L. Duyck

  
James H. Van Dyke