

EXHIBIT ARevocable Permit of Entry
Scope of Work

- Preparatory work for the future build out of Field Level restrooms near the Widmer concessions area.
- Install new urinals and associated plumbing on concourse level men's restrooms
- Relocate electrical transformer behind outfield wall
- Preparatory work for installation of foundation systems, including removal of eastern portion of field turf, removal of outfield wall and associated signage as well as surveying work.
- Survey, layout and other preparatory work related to the planned modifications to the south access road.

REVOCABLE PERMIT OF ENTRY
FOR PREPARATORY WORK

This Revocable Permit of Entry for Preparatory Work ("Permit") is between the **City of Portland**, a municipal corporation (the "City"), by and through its Office of Management and Finance, and **Peregrine Sports, LLC**, a Delaware limited liability company ("Permittee"). Permittee is the company managed by Merritt Paulson to renovate PGE Park as a soccer venue consistent with Major League Soccer ("MLS") requirements. Permittee will also acquire an MLS franchise and operate the newly renovated PGE Park beginning in 2011.

The City and Permittee agree as follows:

1. City Property

The City is the owner of the multi-purpose stadium located at SW 18th Street and SW Morrison and known as PGE Park (the "Property"). Shortstop, LLC currently operates PGE pursuant to an agreement with the City. Merritt Paulson is a member and manages Permittee and Shortstop, LLC. A major renovation of the Property is planned for 2010 and 2011 that will add permanent seating, concessions, restrooms and other amenities to the east and south sections of the park. The facility needs to be ready for the start of MLS play in April of 2011.

2. Permit Area

Permittee seeks the right to enter upon the Property to conduct the activities listed in the Scope of Work, attached hereto as Exhibit A. The portion of the Property that will be utilized for this work is generally identified in the attached Exhibit B (the "Permit Area"). This Permit does not grant Permittee any right to do work in the public rights-of-way or to enter upon or do work on property adjacent to the Property (the "MAC Property") that is owned by the Multnomah Athletic Club (the "MAC"). If the Scope of Work includes activities to be conducted on the MAC Property, Permittee shall obtain the MAC's written consent to enter upon the MAC Property to conduct such activities and shall provide a copy of such written consent to the City prior to beginning such activities.

3. Term

The term of this Permit shall be from the date both parties execute this permit (the "Effective Date") to midnight on February 15, 2010 (the "Expiration Date"), unless sooner terminated or revoked pursuant to the terms of this Permit. Request for continued use of the Property after the Expiration Date is subject to the sole discretion of the City and shall be made in writing at least fifteen (15) days prior to the Expiration Date.

4. Authorized Use and Restrictions

Permittee may enter the Property to carryout the activities described in Exhibit A. Access shall be during reasonable business hours and subject to mutually agreeable arrangements with the City and Shortstop, LLC as the operator of PGE Park with due deference to the operations and event schedule of the facility.

In addition to any limitations or prohibitions stated elsewhere in the Permit or implied under the law, Permittee shall not:

- a) use the Permit Area for any other purpose without the prior written consent of the City;
- b) use the Property or Permit Area for any purposes deemed by City to be a potential fire or other hazard, or store bulk gasoline, petroleum products or explosives;
- c) place, install or maintain unauthorized equipment or materials, including but not limited to flammable or explosive material, waste materials, junk, scrap or vehicles;
- d) construct any improvements or make alterations in the Permit Area except those authorized by this Permit without prior written approval of the City;
- e) commit waste or damage real or personal property on the Property or Permit Area;
- f) interfere with any business, administrative or governmental operations of the City;
- g) use electricity, gas, water, sewer or other utilities on the Property except as allowed by the operating agreement with Shortstop, LLC; or
- h) cause lien(s) of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).

Any authorized agents of Permittee shall carry at least two pieces of photo identification, one of which shall be issued by a federal, state or local governmental entity.

Permittee shall keep the Permit Area in an orderly, clean, safe and sanitary condition during each and every access.

Permittee shall take all steps in the Field Turf warranty document or recommended by Field Turf representatives to insure the remaining field is not damaged due to the work authorized under this Permit, and the current turf warranty is not affected by the activities authorized by this Permit.

Permittee shall cordon off the alignment of the Tanner Creek sewer as it runs underneath the park using barricades, cones or other devices. This is being required to minimize vehicle movements over the top of the alignment and to prevent the parking of vehicles or equipment over the sewer alignment. Permittee shall protect the sewer alignment when vehicles must cross the alignment by overlaying the alignment area with plywood or metal plates.

Permittee will also video camera the Tanner Creek sewer line under the Property following completion of the Scope of Work. Permittee shall coordinate the video requirement through Bret Winkler in the Bureau of Environmental Services (“BES”). Permittee will provide BES a copy of the video tape.

5. Removal, Restoration and Surrender

Unless City Council has approved definitive documents between Permittee and the City for the renovation of the Property prior to the expiration or termination of this Permit, Permittee shall fully restore the Property to the same or better condition as existed immediately prior to the start of the work authorized under this Permit, provided that the City shall not require removal of any facility upgrades installed pursuant to the Scope of Work. Permittee shall repair any damage to the Permit Area or Property, including the Tanner Creek Sewer, caused by its exercise of its rights under this Permit and shall do so at Permittee’s sole expense and to the satisfaction of the City. Sections of the existing field turf removed under this Permit must be

replaced with new field turf of the same or better quality and must be warranted by Field Turf in accordance with the warranty on the existing Field Turf. Any work done at, on or in the Permit Area or Property shall be performed by Permittee in a careful and workmanlike manner using licensed, insured and bonded contractors.

6. Hazardous Substances

“Hazardous Substances” shall mean any hazardous, toxic, infectious, or radioactive substance, waste or material as defined or listed by any Environmental Law. “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.

Permittee shall, at its own expense, comply with all Environmental Laws. Permittee shall not cause or permit to occur: i) any violation of Environmental Laws, in, above, under, from or affecting the Permit Area or Property, or arising from Permittee’s use of the Permit Area, including, but not limited to, soil, groundwater, 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 Permit Area or Property, or the transportation to or from the Permit Area or Property of any Hazardous Substance except as fuel in vehicles or equipment without the City’s prior written approval.

Permittee shall immediately notify the City in writing of: i) any material spill, discharge or release of any Hazardous Substance 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 Permittee that relates to the spill, release or discharge of Hazardous Substances in, above, under, from or affecting the Permit Area or Property during the term of the Permit.

Permittee shall, at Permittee’s own expense, make all submissions to, provide all information required by, and comply with all requirements of all regulatory authorities. Should any regulatory authority 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 Permittee’s use of the Permit Area, Permittee shall, at Permittee’s own expense, prepare and implement the required plans and provide all financial assurances in accordance with applicable requirements.

Permittee shall promptly provide all information regarding the use, generation, storage, transportation, release, manufacture, refining, production, handling, processing, or disposal of Hazardous Substances that is requested by the City.

On the expiration or termination of the Permit, Permittee shall, at Permittee’s own expense, remove all Hazardous Substances that it may have brought onto the Property or Permit Area, or caused to be created at the Property or Permit Area. Permittee’s obligations and liabilities under this Section shall survive the expiration or termination of this Permit.

7. Indemnification and Limits of Liability

This Permit shall not be effective unless and until Permittee delivers to the City a signed writing from Shortstop, LLC pursuant to which Shortstop, LLC consents to this Permit and the work allowed by this Permit and agrees that Shortstop, LLC shall have no claim against the City in the event that the work allowed by this Permit renders the Stadium unavailable for baseball or soccer games to be played by the Portland Beavers or the Portland Timbers, as applicable, both of which are owned and operated by Shortstop, LLC.

Permittee shall indemnify, defend and hold harmless the City, its 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) any failure of Permittee to comply with the terms of this Permit and (ii) the acts or omissions of Permittee, its agents, officers, directors, employees, consultants and subcontractors under this Permit.

The City, its officers, agents and employees shall not be liable for any injury to any property of Permittee or to any person in or upon the Property including but not limited to damage by fire, explosion, steam, gas, electricity, rain or water from any source, or any other cause whatsoever, except to the extent caused by the actions of the City, its officers, agents or employees. The City makes no representations as to the safety or condition of the Property or Permit Area. Permittee agrees to use and access the Permit Area and Property at its own risk. The City and its officers, agents and employees, shall not be liable for any latent or patent defect in the Permit Area or Property.

Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

Permittee shall keep the Permit Area as secure as possible from the unauthorized entry of other persons during the term of this Permit. Furthermore, the Permittee shall assume all liability related to injury, death or disease to invitees or licensees.

Permittee shall give the City prompt written notice of conditions, disturbances, accidents or casualty on the Permit Area or Property related to this Permit.

In addition to the indemnity provided above, Permittee shall indemnify, defend and hold the City harmless from any claims, judgment, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Property or Permit Area) which arise during and after the Permit term as a result of environmental contamination caused by the acts or omissions of Permittee, its employees and agents. This indemnification of the City by Permittee 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, hazardous materials, pollutants, toxics or regulated environmental contaminants of any kind as a result of Permittee's activities. Permittee shall promptly take all actions at its sole expense as are necessary to return the Permit Area and Property to the condition existing prior to the release of contaminants. Except for immediate initial response action necessary to protect human health and the environment from substantial imminent harm, Permittee shall obtain the City'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 the Permit.

To the extent determined by a court of competent jurisdiction, Permittee shall be liable to the City or third parties for damages, including special, incidental, punitive, exemplary or consequential damages.

8. Insurance

Permittee and its contractor, if any, shall maintain at Permittee's or contractor's expense and keep in effect during the term of this Permit Commercial General Liability (CGL) Insurance covering damages to property and bodily injury, including death, arising from or incident to this Permit, and shall also maintain business automobile liability coverage or have automobile endorsement to its CGL policy. The insurance shall be in a form and with coverage that is satisfactory to the City Attorney and shall specifically identify this Permit as a covered project as may be needed. Coverage shall be on an occurrence basis. Permittee's insurance shall provide coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with an Umbrella Liability Insurance Policy with a combined single limit of not less than \$4,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$4,000,000 for bodily injury and/or property damage. Permittee's contractor shall provide coverage of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate, with an Umbrella Liability Insurance Policy with a combined single limit not less than \$10,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$10,000,000 for bodily injury and/or property damage.

The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds "the City of Portland 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. 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. The coverage must apply as to claims between insureds on the policy.

The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City. Permittee shall maintain on file with the City a certificate of insurance certifying the coverage required by this Section.

Permittee and its consultants, contractors, and subcontractors shall comply with the requirements of the Oregon workers' compensation law (Oregon Revised Statutes (ORS) Chapter 656). Permittee and its consultants, contractors, and subcontractors shall maintain workers' compensation insurance coverage for the duration of this Permit and provide proof of insurance. In the event the workers' compensation insurance coverage is due to expire during the term of this Permit, Permittee or its consultants, contractors, and subcontractors shall timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Oregon law, before its expiration and provide the City with certification of insurance coverage renewal.

9. Other Permits or Licenses

Permittee shall secure any and all necessary permits and licenses, as may be required for the activities being authorized under this permit. Permittee shall comply with all federal, state and local laws and regulations that may concern, in any way, Permittee's use of Permit Area. Permittee shall provide to the City copies of

permits or license issued by other regulatory governmental bodies applicable to any equipment or usage at the Permit Area.

10. Assignment and Corporate Identity

This Permit is not assignable without prior written consent of the City. Assignment of Permit without the valid consent of the City shall result in immediate termination of this Permit. Permittee is expressly prohibited from charging, assessing or otherwise collecting a fee for use of any portion of the Permit Area. The provisions of this Permit shall be binding upon any assignees of Permittee. Permittee is required to give written notice of changes to Permittee's corporate identity or the transfer of any rights or interest in its equipment at Permit Area to any other party whether voluntary or involuntary. Changes which result in termination of Permittee's present legal corporate status or federal tax identification number shall be construed to be a new party for purposes of this Permit. Upon written request, Permittee shall provide documentation that establishes, to the satisfaction of the City, Permittee's rights and authority over the equipment placed at Permit Area.

11. Right of Entry

The City reserves the right to enter the Permit Area for any purposes including periodic inspection to determine whether Permittee is complying with the provisions of this Permit and to perform acts necessary or proper in connection with public construction or maintenance, provided that the City does not interfere with the Permittee's authorized activities in the Permit Area. In case of national or other emergency, the City further reserves the right to enter and take possession of Permit Area for purposes such as but not limited to preventing and addressing sabotage, casualty or calamity.

12. Termination or Revocation

In addition to any other basis for termination or revocation contained within this Permit,

- a) After January 31, 2010 at the sole discretion of the City, and with written notice of termination given not less than ten (10) business days before the effective date of the termination.
- b) In the event Permittee defaults in the performance of any of terms of this Permit, the City has the right to terminate or revoke this Permit, without notice or opportunity for cure. Permittee shall be liable to the City for any expenses, including attorney fees, that the City incurs as a result of Permittee's default.

In the event of termination or revocation, regardless of how effected, including termination or revocation for failure to comply with any provision of this Permit, Permittee shall, prior to the effective date of termination or revocation, or in the case of immediate termination without notice, as soon as reasonably possible, peaceably and quietly leave, vacate completely and surrender the Permit Area, including those improvements and fixtures placed or made thereon by Permittee that belong to the City, in a good and clean condition. Permittee shall immediately remove its personal property and other appurtenances.

If Permittee fails to remove personal property or other appurtenances from and completely vacate from the Permit Area by the termination or revocation date, or if the Permit Area is not restored to the required

condition by that date, the City may proceed to remove the Permittee's personal property and other appurtenances and restore the Permit Area. Any Permittee property left at the Permit Area shall be deemed abandoned and of inconsequential value. Permittee shall pay the City, upon demand, the reasonable cost for storage and/or removal of property, and for restoration of Permit Area.

In the event of the termination or revocation of this Permit pursuant to this Section 12, then Permittee shall be obligated to commence the restoration work described in Section 5 within five (5) after the effective date of the City's notice of termination or revocation and must complete that restoration work by April 1, 2010, and this Permit shall continue in force during the performance of the restoration work, but only for purposes of allowing Permittee access to the Stadium to complete the restoration work.

13. Notices

Notice under this Permit shall be deemed properly served if delivered in writing by certified mail with return receipt requested to the following addresses or to such other address(es) as may be specified from time to time by either of the parties in writing:

To City: City of Portland
OMF – Facilities Services
1120 SW 5th Avenue, Room 1204
Portland, Oregon 97204
Telephone: 503-823-6958

To Permittee: Peregrine Sports, LLC
1844 SW Morrison St.
Portland, OR 97209

14. General Provisions

This Permit constitutes the entire agreement between the City and Permittee affecting the subject matter herein, and supersedes and cancels all prior negotiations and agreements between the parties, whether written or oral, express or implied, with respect to the subject matter hereof. If any provision of this Permit is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Permit will not be affected or impaired. Amendments, modifications or waiver of any provisions of this Permit shall be in writing signed by the parties.

This Permit will be construed with equal weight for the rights of both parties, the terms and conditions of this Permit 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.

This Permit shall be construed according to the laws of the State of Oregon. Any litigation between the City and Permittee arising under this Permit shall occur in the Multnomah County Circuit Court for the State of Oregon or in the United States District Court for the District of Oregon.

Permittee shall not be liable for failure to perform its obligations under this Permit due to acts of God, the failure of equipment or facilities not belonging to Permittee (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Property, government order or regulation or any other circumstances beyond the reasonable control of the Permittee.

In addition to any specific covenant in the Permit and upon its sole expense, Permittee 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 Permit. Permittee shall comply 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).

Permittee shall provide to the City two (2) copies of all surveys, studies, or reports that are prepared under this Permit.

The undersigned persons are duly authorized to execute this Revocable Permit of Entry on behalf of the City and the Permittee respectively.

CITY OF PORTLAND, a municipal corporation,

PEREGRINE SPORTS, LLC, a Delaware limited liability company

By: _____
Jeff Baer
Director
Bureau of Internal Business Services

By: _____
Print Name: _____
Title: _____
City Business License No.: _____
Fed. Tax ID No. _____

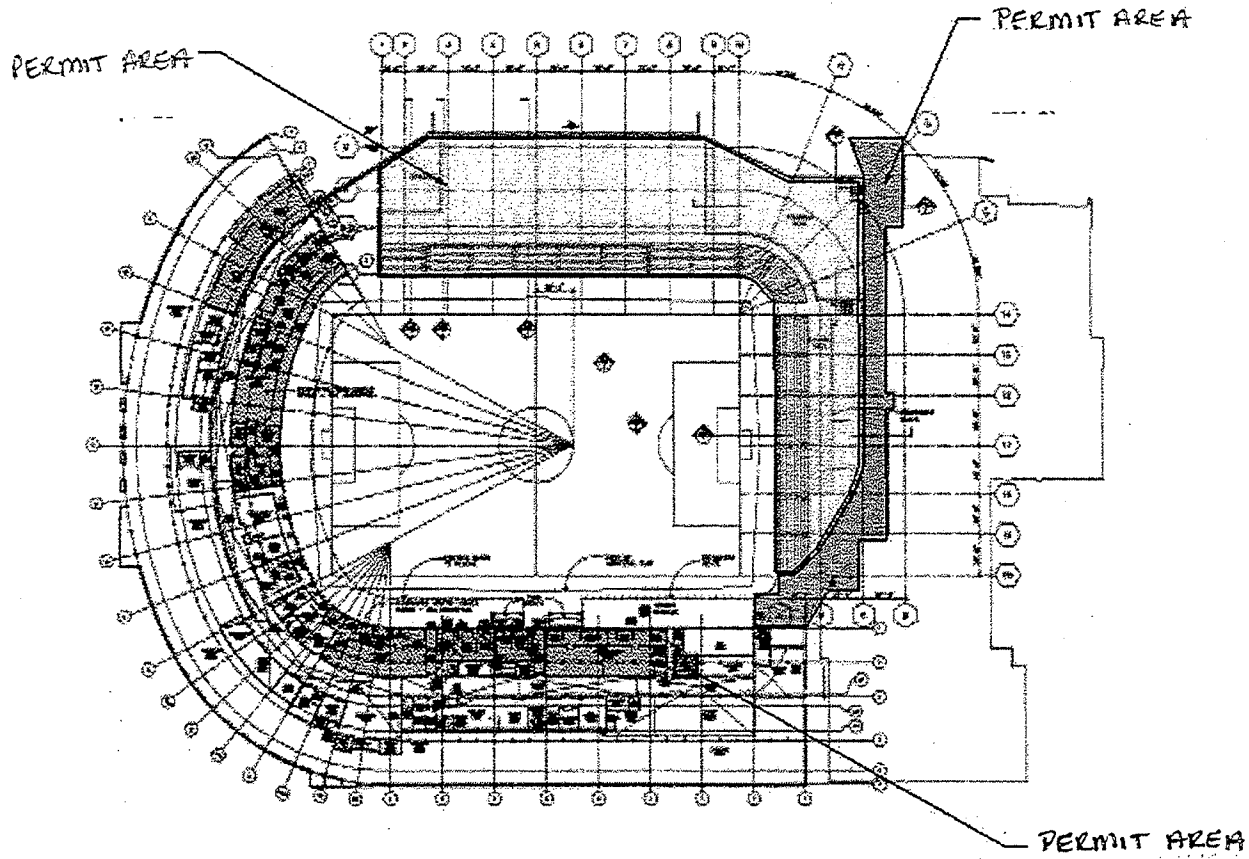
Date: _____

Approved as to Form
APPROVED AS TO FORM
[Handwritten Signature]
CITY ATTORNEY

City Attorney

- Exhibit A: Scope of Work
- Exhibit B: Permit Area

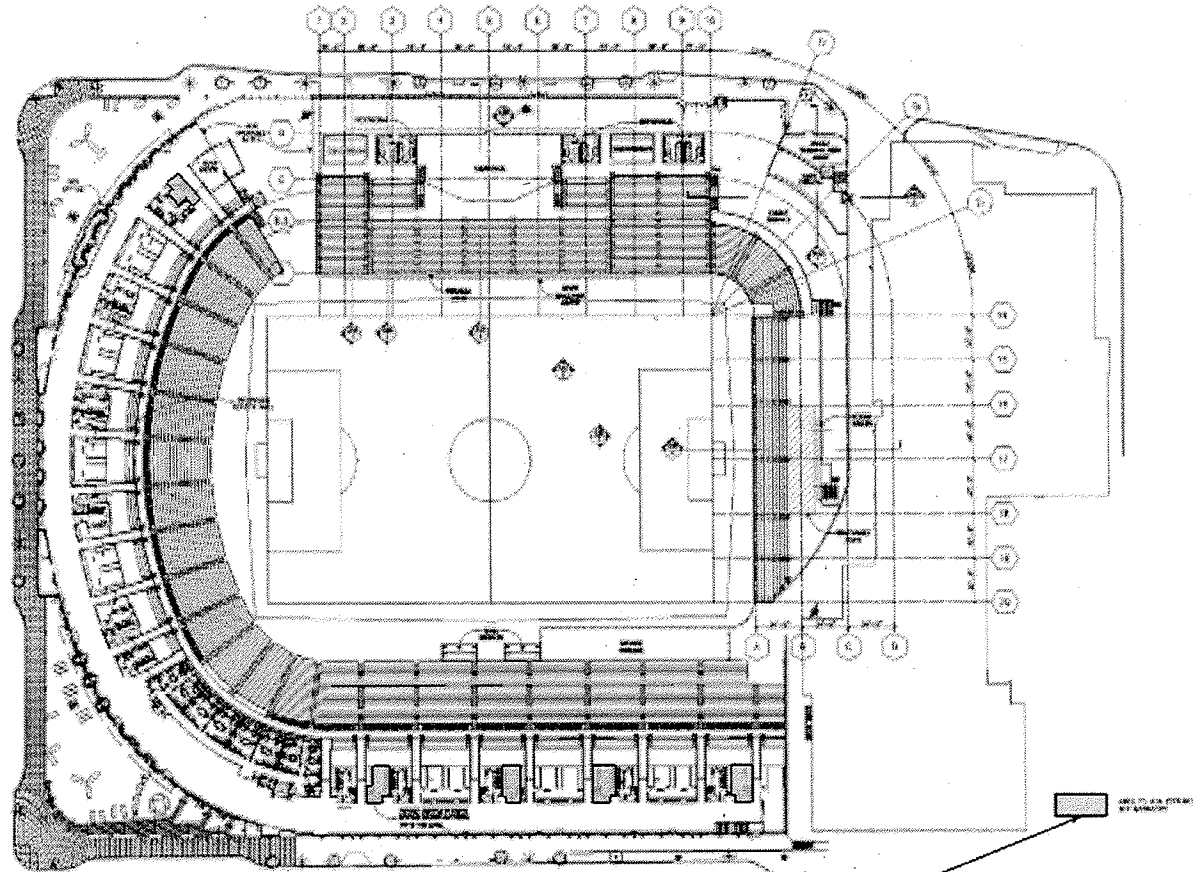
EXHIBIT B
PGE Park - PERMIT AREA



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| 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 |
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ELLERBE BECKET

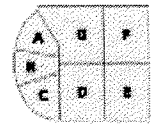
PGE Park Renovation
Phase 1 Work - Concourse Level



Phase 1C - Mens RR Renovations
Expected Schedule:
Jan '10 - Feb '10

REV

| | | |
|-------|----------|----------------------|
| NO. 1 | DATE | DESCRIPTION |
| 1 | 10/1/09 | ISSUED FOR PERMIT |
| 2 | 10/15/09 | REVISED PER COMMENTS |
| 3 | 10/20/09 | REVISED PER COMMENTS |
| 4 | 11/10/09 | REVISED PER COMMENTS |
| 5 | 11/20/09 | REVISED PER COMMENTS |
| 6 | 12/10/09 | REVISED PER COMMENTS |
| 7 | 12/20/09 | REVISED PER COMMENTS |
| 8 | 1/10/10 | REVISED PER COMMENTS |
| 9 | 1/20/10 | REVISED PER COMMENTS |
| 10 | 2/10/10 | REVISED PER COMMENTS |



KEYPLAN
ELLERBE BECKETT

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/18/2009

PRODUCER (503) 222-1831 FAX: (503) 274-0323
Beecher Carlson Insurance Agency LLC
 220 NW 2nd Ave Ste 800
 Portland OR 97209-1831
 INSURED
Peregrine Sports LLC
 1844 SW Morrison
 Portland OR 97205

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| | |
|-----------------------------------|--------|
| INSURERS AFFORDING COVERAGE | NAIC # |
| INSURER A: Philadelphia Insurance | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L LTR/INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | PHPK409699 | 4/22/2009 | 4/22/2010 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PHPK409699 | 4/22/2009 | 4/22/2010 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | PHUB269300 | 4/22/2009 | 4/22/2010 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | |

APPROVED AS TO FORM
Paula Arango
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Portland, its officers, agents and employees are included as additional insureds under the General Liability per form CG2606 as required by written contract, subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER
 City of Portland
 1120 SW 5th
 Portland, OR 97204

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 J Stott, CIC, CRM/DEB

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

36758

POLICY NUMBER: PHPK409699

COMMERCIAL GENERAL
LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s) |
| As Required by Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

APPROVED AS TO FORM
Sandra Henry
 CITY ATTORNEY

| | | |
|---|--|--|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 12/10/2009 |
| PRODUCER Turner Surety and Insurance Brokerage, Inc. 300 Tice Boulevard - Suite 250 Woodcliff Lake, NJ 07677 (201) 644-2500 | | Y13VIXZAJ |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | |
| INSURED Turner Corporation Turner Construction Company 901 Main Street - Suite 4900 Dallas, TX 75202 | | INSURERS AFFORDING COVERAGE INSURER A: Illinois National Insurance Co. INSURER B: Liberty Mutual Insurance Company INSURER C: Liberty Mutual Fire Insurance Company INSURER D: Liberty Insurance Corporation INSURER E: |
| | | NAIC # |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|-----------|--|--|----------------------------------|-----------------------------------|--|
| B | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TB1-625-092815-049: Ea. Occ, Dam to Rent Prem, Pers & Adv Inj: \$250k. TL1-621-092815-089: Ea. Occ, Pers & Adv Inj, Dam to Prem: \$1.75k. Total Aggs at right. | 11/01/2009 | 11/01/2010 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 12,500,000 |
| C | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | AS2-625-092815-019 | 11/01/2009 | 11/01/2010 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | BE 27471531 | 11/01/2009 | 11/01/2010 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| D | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | WC7-625-092815-039 Employers Liab./Stop-Gap OH, ND, WA, WV, WY | 11/01/2009 | 11/01/2010 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

APPROVED AS TO FORM
Judith Menges
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LOCATION: CITY OF PORTLAND - PGE PARK MLS PRE-CONSTRUCTION, 1844 S.W. MORRISON STREET, PORTLAND, OR 97205
 JOB #16447P0
 ADDITIONAL INSURED: PEREGRINE SPORTS, LLC; CITY OF PORTLAND; ICON VENUE GROUP; AND, THE RESPECTIVE PARTNERS, OFFICERS, BOARD MEMBERS, DIRECTORS AND EMPLOYEES OF EACH AFOREMENTIONED ENTITY.
 THE ATTACHED ENDORSEMENT (LN 20 01 06 05), THE 'BLANKET ADDITIONAL INSURED ENDORSEMENT,' MAKES THIS POLICY PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND PROVISIONS OF THIS ENDORSEMENT.
 WAIVER OF SUBROGATION APPLIES

| | |
|--|---|
| CERTIFICATE HOLDER PEREGRINE SPORTS, LLC 1844 S.W. MORRISON PORTLAND, OR 97201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Judith Menges</i> Page 1 of 1 |
|--|---|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date 11/1/2009 Expiration Date 11/1/2010

For attachment to Policy No. TB1-625-092815-049

Audit Basis

Issued To The Turner Corporation

Dexter R. Lapp
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Mary Cangiano
Authorized Representative

Issued

Sales Office and No.
New York/0202

End. Serial No.

LN 20 01 06 05