

Exhibit D

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("**Agreement**") is made and effective August 8, 2016,

BETWEEN: Columbia Christian Schools ("**Columbia**") a non-profit corporation organized and existing under the laws of the State of Oregon, with its head office located at 413 NE 91st Ave, Portland, OR 97220

AND: Eastside Church of Christ ("**Eastside**"), a non-profit corporation organized and existing under the laws of the State of Oregon, with its head office located at 9030 NE Glisan St, Portland, OR 97220

REGARDING: The parking lot ("**Parking Lot**") located at Glisan and 91st Ave, Portland, OR 97220, immediately west of **Eastside**.

1. RIGHT OF FIRST REFUSAL

- a. **Columbia** currently holds right of first refusal with the City of Portland to **Parking Lot**. **Columbia** hereby transfers this right to **Eastside** effective immediately.
- b. If **Eastside** refuses to accept and/or utilize this right either now or at any point in the future, **Eastside** agrees to transfer this right back to **Columbia**.
- c. If **Eastside** purchases **Parking Lot** and subsequently **Eastside** proposes to transfer (or is required by operation of law or other involuntary transfer) any or all of **Parking Lot** during, **Eastside** shall first offer **Parking Lot** to **Columbia** in accordance with the following provisions:
 - i. **Eastside** shall deliver a written notice ("**Notice**") to **Columbia** stating (a) **Eastside's** bona fide intention to transfer **Parking Lot**, (b) the name and the address of the proposed transferee, and (c) the purchase price for which **Eastside** proposes to transfer the **Building** and/or **Parking Lot**.
 - ii. Within 30 days after receipt of the **Notice**, **Columbia** or its designee shall have the first right to purchase or obtain **Parking Lot**, upon the price and terms of payment designated in the **Notice**. If the **Notice** provides for the payment of non-cash consideration, **Columbia** at its option may pay the consideration in cash equal to **Columbia's** good faith estimate of the present fair market value of the non-cash consideration offered.
 - iii. If **Columbia** or its designee elects not to purchase or obtain **Parking Lot** in the selling **Notice**, then **Eastside** may transfer **Parking Lot** referred to in the **Notice** to the proposed transferee, providing such transfer (a) is completed within 30 days after the expiration of **Columbia's** right to purchase or obtain **Parking Lot**, (b) is made at

the price and terms designated in the **Notice**, and (c) the proposed transferee agrees to be bound by the terms and provisions of this **Agreement** and to become a party to this **Agreement** immediately upon receipt of **Parking Lot**. If **Parking Lot** is not so transferred, **Eastside** must give notice in accordance with this paragraph prior to any other or subsequent transfer of **Parking Lot**.

2. GOVERNING LAW

Notwithstanding any provisions to the contrary contained in this **Agreement**, should **Eastside** purchase **Parking Lot** from the City of Portland and then choose to transfer any or all of **Parking Lot**, **Columbia's** obligations to pay or complete payment for **Parking Lot** to be purchased by it under this **Agreement** is subject to its being legally permitted to do so.

3. TERM OF AGREEMENT

If **Eastside** purchases **Parking Lot** from the City of Portland, the restrictions on transfer of **Parking Lot** set forth in this **Agreement** shall terminate upon any of the following:

- a. The determination of **Columbia** that this **Agreement** shall be terminated.
- b. The dissolution or bankruptcy of **Columbia**.

4. FURTHER ASSURANCES

Each party hereto agrees to perform any and all further acts and to execute and deliver any documents which may reasonably be necessary to carry out the provisions of this **Agreement**.

5. MODIFICATION

If **Eastside** purchases **Parking Lot**, this **Agreement** as applied to **Columbia** may be amended at any time by the written agreement of the **Eastside** and **Columbia**.

6. NOTICE

Any notice required or permitted hereunder shall be delivered in person or sent by telecopier, air courier or certified mail, return receipt requested, postage and fees prepaid in all cases; in the case of **Eastside**, to the then current address of its then principal business office, to the attention of the Elders; and, in the case of **Columbia**, to the then current address, to the attention of the Board of Directors. Notice shall be effective upon delivery if it is hand-delivered; upon receipt if it is transmitted by telecopier, air courier or registered, certified or express mail; upon expiration of the third business day after deposit in the US mail if mailed from and to an address in the US; and upon expiration of the tenth business day after deposit in the US mail if mailed from or to an address outside the US.

7. SUCCESSION

This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and upon their permitted successors in interest of any kind whatsoever, their administrators and personal representatives.

8. GOVERNING LAW

This **Agreement** will be governed in all respects by the laws of the State of Oregon as such laws are applied to agreements between Oregon residents entered into and to be performed entirely within Oregon. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in the State of Oregon for the resolution of any disputes arising out of this **Agreement**.

9. COUNTERPARTS

This **Agreement** may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

10. SOLE AGREEMENT

This **Agreement** constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings pertaining thereto whether oral or written.

11. CONSTRUCTION

The titles of the sections of this **Agreement** are for convenience of reference only and are not to be considered in construing this **Agreement**. The language of this **Agreement** shall be construed as to its fair meaning and not strictly for or against any party.

12. SEVERABILITY

If one or more provisions of this **Agreement** are held to be unenforceable under applicable law, such provision shall be excluded from this **Agreement** and the balance of this **Agreement** shall be enforceable in accordance with its terms and interpreted as if such provisions were as excluded.

13. ATTORNEY FEES

In the event that any dispute among the parties hereto should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement** on the date first above written.

Columbia

OK. N. P.
Authorized Signature

Kevin Reed, President
Print Name and Title

8/8/16
Date

Eastside

GAB
Authorized Signature

Gregory A. Browning, Elder
Print Name and Title

8/14/16
Date
for the Elders