

COMMERCIAL LEASE

THIS LEASE dated this Dec. 12th, 2023 by and between

**CH Holdings, LLC
7000 Amity Road
Amity, OR 97101**

hereinafter referred to as "Landlord" and

**Yamhill County
535 NE Fifth Street
McMinnville, Oregon 97128**

hereinafter referred to as "Tenant."

Landlord leases to Tenant the following described real property and all improvements located thereon, located at 11260 SW Durham Rd, McMinnville, OR 97128, herein after referred to as the "Leased Premises", on the terms and conditions stated below:

Building A, Office and shop area consisting of approximately 9,600 square feet, divided into two sections. 60'x 60' shop space with heating/AC and 2 key-fob access points. 4ea 12'x14' rollup doors and an office (13'x18'). The Office space is 60'x100' with ~17 offices, two conference rooms, breakroom, three restrooms and a dedicated air-conditioned computer server room with a Comcast POP/Internet cable. The lease includes the use of the parking lot area (~2.5 acres) associated with Tax Lot # - R4431 00500, and use of the covered space outside the front door to Building A, between Building A and the adjacent building. Includes water, electricity and septic. Four (4) key-fob access points to the office area, security system equipment and interior/exterior cameras will stay in place and be available to Tenant to utilize/activate if desired.

Employees of Landlord and those assigned by Northwest ULD, Inc. will have access to the server room in Building A as necessary to maintain the key fob access controller and camera DVR.

Exhibit A to this lease outlines the Leased Premises.

SECTION 1. OCCUPANCY

1.1 Original Term: Unless earlier terminated as provided elsewhere herein, the term of this lease shall be seven (7) years and shall commence on December 18, 2023 (the "Commencement Date") and continue through October 31, 2030.

1.2 Possession; Landlord Representation: Tenant's right to possession and its obligations under the lease shall commence on the latter of either (i) the Commencement Date or (ii) on the date that Landlord delivers the Leased Premises to Tenant in broom clean condition to Tenant's reasonable satisfaction. Also, written confirmation of Tenant's liability insurance coverage

must be received by Landlord prior to possession. Security deposit shall be fully refundable to Tenant upon vacation if Tenant is not in violation of said lease.

1.3 Tenant acknowledges that it has inspected the Leased Premises, including the building described above as Building A located on the Leased Premises (“Building A”) and confirms that the Leased Premises are suitable to its intended permitted use under Section 3.1 and that the Leased Premises are satisfactory to Tenant.

1.4 Renewal Option: If the lease is not then in default, Tenant shall have the option to renew this lease for five (5) successive terms of one-year renewal options each, as follows:

(a) Each of the renewal terms shall commence on the day following the date of termination of the preceding term.

(b) The option may be exercised by written notice to Landlord given not less than 120 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties who shall then be bound to take the steps required in connection with the determination of rent as specified below.

(c) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as defined in Subsection 2.3 below.

1.5 Termination; Termination on Sale. Notwithstanding any other provisions of this lease, Tenant may, at any time during the original term or any renewal term of this lease, elect to terminate this lease without cause upon giving six (6) month’s written notice to Landlord. This lease will terminate on the date set forth in Tenant’s termination notice and be effective as of the termination date, after such date neither party will have any liability or obligation under this lease, except for any warranty, representation, indemnification or obligation that by its terms extends beyond the term of this lease. In the event that the Leased Premises is sold Landlord may, at its sole discretion, terminate this lease upon giving six (6) months’ written notice to Tenant.

SECTION 2. RENT

2.1 Basic Rent: Tenant shall pay to Landlord as rent the sum of \$13,056 per month for the first year of this lease. Rent shall be payable on the first day of each month in advance at CH Holdings LLC, 7000 SE Amity Rd, Amity OR, 97128 or such other place as may be designated by Landlord.

2.2 Security Deposit: To secure Tenant's compliance with all terms of this lease, Tenant has paid Landlord the sum of \$15,000.00 as a deposit (the “Deposit”). The Deposit shall be a debt from Landlord to Tenant, fully refundable within thirty (30) days following expiration of the lease term or other termination not caused by Tenant's default. Landlord shall have the right to offset against the Deposit any sums owing from Tenant to Landlord and not paid when due, any damages caused by Tenant's default, the cost of curing any default by Tenant should Landlord elect to do so, and the cost of performing any repair or cleanup that is Tenant's responsibility under this lease.

Offset against the Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Landlord, at its option, in addition to any other remedy provided by law or this lease for Tenant's nonperformance. Landlord shall give notice to Tenant each item of offset claimed



against the Deposit, and unless the lease is terminated, Tenant shall within ten days following such notice deposit with Landlord a sum equal to the amount of the offset so that the total Deposit amount, net of offset, shall remain constant throughout the lease term.

2.3 Escalation: The basic rent as set forth in Section 2.1 hereof will increase on the first day of each year after the base year by three percent (3%) per year or the Western Regional CPI – whichever is higher.

SECTION 3. USE OF THE PREMISES

3.1 Permitted Use: The Leased Premises shall be used for the parking, maintenance and repair of public transit vehicles, including vans and buses, as well as typical commercial office activities (including occasional public parking) and for no other purpose without the consent of Landlord.

3.2 Restrictions on Use: In connection with use of the Leased Premises, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Leased Premises and the use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(b) Refrain from any activity which would make it impossible to insure the Leased Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from any use (other than the Permitted use) which would be reasonably offensive to other tenants or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the Leased Premises.

(d) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of Building A without the written consent of Landlord.

(f) Access to the Leased Premises is limited to (i) Tenant's employees and vendors related to the Tenant, (ii) Tenant's contracted public transit provider and their employees, vendors, contractors, subcontractors and agents, and (iii) the general public to conduct public transit related business with Tenant. Tenant agrees that the Leased Premises shall not be used as a public bus stop for Tenant's public transit services.

(g) Tenant shall not permit installation of a fuel tank on the Leased Premises.

3.3 Continuity of Use: Tenant shall use the Leased Premises continuously during normal business hours except to the extent the use is interrupted or prevented by causes beyond Tenant's control.

SECTION 4. REPAIRS AND MAINTENANCE

4.1 Landlord's Obligations: The following shall be the responsibility of Landlord at its cost:

(a) Repairs, maintenance and replacement of the roof, gutters, exterior walls (including painting), exterior siding, bearing walls, structural members, and foundation of Building A.

(b) Repair, maintenance and replacement of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the Leased Premises, including but not limited to Building A.

(c) Repair, maintenance and replacement of water, sewage, and electrical services provided to the Leased Premises.

(d) Repair, maintenance and replacement of the heating and air conditioning (HVAC) systems and equipment for Building A, other than ordinary HVAC maintenance for Building A.

(e) Utilities (including charges for water, electricity and, sewage disposal) and the repair, maintenance, and replacement of existing awnings, interior walls, ceilings, framing, doors, windows, floors and floor covering, light fixtures, switches and wiring, plumbing, sewer and septic services for Building A.

(f) Landscape and parking lot repair, maintenance and replacement on the Leased Premises, but not including painted lines for parking.

(g) Extended fire insurance coverage on the Leased Premises.

(h) Real property taxes.

(i) Tenant shall have the right to install building signage consisting of one sign consistent with other building signage and prepared by Landlord on the front wall of Building A. Any additional signage will be subject to review and approval by Landlord, which approval shall not be unreasonably conditioned, withheld or delayed. No signage shall be erected which interferes with the line of sight of any current signage on the property.

(j) Landlord shall be permitted to install signage on Building A directing the general public to its premises.

4.2 Tenant's Obligations: The following shall be the responsibility of Tenant:

- (a) Tenant is responsible for payment of its content and liability insurance, personal property taxes, and Tenant's exclusive and voice/data service.
- (b) Removal of ice, snow, debris and obstructions from the Leased Premises to the extent necessary to provide reasonable safe access to the Leased Premises.
- (c) Repair, maintenance and replacement of Tenant alterations or improvements to the Leased Premises.
- (d) Charges for fuel, telephone, janitorial and garbage/recycling services.

4.3 Landlord's Interference with Tenant: Any maintenance, repairs, replacement, alterations, or other work performed on or around the Leased Premises by Landlord shall not unreasonably interfere with the use of the Leased Premises by Tenant. Except in case of an emergency, Landlord shall provide at least forty-eight (48) hours prior notice to Tenant before entering the Leased Premises to perform any repairs, replacements, alterations or other work. Except as provided elsewhere herein, Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Reimbursement for Maintenance, Repairs, Alterations, Replacements or Other Work Assumed: If Landlord fails or refuses to conduct maintenance or make repairs, alterations (excluding Tenant's alterations), replacements or other work that is required by this Section, Tenant may perform the required maintenance, make the repairs, alterations, replacements or other work and charge the actual costs of maintenance, repairs, alterations, replacements or other work to the Landlord. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due or, at Tenant's election, collected directly from Landlord. Notwithstanding the above, except in the event of an emergency creating an immediate risk of personal injury or property damage, Tenant agrees not to perform maintenance, repairs, alterations, replacements or other work which are the obligation of the Landlord and charge the Landlord for the resulting expense unless at least thirty (30) days before work is commenced the Landlord is given notice in writing outlining with reasonable particularity the maintenance, repairs, alterations, replacements or other work required, and the Landlord fails within that time to initiate such maintenance, repairs, alterations, replacements or other work in good faith.

4.5 Inspection of Leased Premises: Landlord shall have the right to inspect the Leased Premises at any reasonable time or times to determine the necessity of maintenance, repairs, alterations, replacements or other work. Except in the event of an emergency, Landlord shall provide at least twenty-four (24) hours' notice before entering the Leased Premises to perform any inspection. Whether or not such inspection is made, the duty of Landlord to perform maintenance, make repairs, alterations or replacements or perform other work shall not mature until a reasonable time after Landlord has received from Tenant notice in writing of the maintenance, repairs, alterations, replacements or other work that is required.

4.6 Excess Electrical Charges: Within 6 months of the Commencement Date of this lease Landlord and Tenant will meet and review Landlord's electricity charges for the Leased Premises. If Landlord's electricity charges for the Leased Premises over the first 6 months of the lease are more than ten percent (10%) higher than they were in the twelve months immediately prior to the Commencement Date, then Tenant agrees to pay the additional electricity charges incurred during the term of the lease. Landlord and Tenant also agree to meet annually to review the electricity charges

for the Leased Premises.

SECTION 5. ALTERATIONS

5.1 Landlord Alterations Prior to Occupancy: Prior to Tenant's occupancy, Landlord shall ensure that all electrical systems, lighting, HVAC systems and equipment, plumbing, sewage and septic systems, structural and non-structural portions, including but not limited to the foundation, and the roof of Building A are all in good condition and repair and working properly.

5.2 Alterations Prohibited: Tenant shall make no improvements or alterations on the Leased Premises of any kind without first obtaining Landlord's written consent which consent shall not be unreasonably conditioned, withheld or delayed.

5.3 Infrastructure Alterations: Tenant shall have to right to increase electricity or other infrastructure service to the Leased Premises, at Tenant's sole expense, subject to written approval and consent of Landlord which consent shall not be unreasonably conditioned, withheld or delayed.

5.4 Ownership of Alterations: All improvements and alterations performed on the Leased Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

SECTION 6. INSURANCE

6.1 Insurance Required: Landlord shall keep the Leased Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises in which the limits of public liability shall be not less than \$1,000,000.00 per occurrence. A certificate of insurance shall be delivered to the requesting party upon receipt of written request, with said request outlining the name and address of the certificate holder and additional insured(s) (if any).

6.2 Waiver of Subrogation: Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

SECTION 7. TAXES

7.1 Personal Property Taxes: Tenant shall pay as due all taxes on its personal property located on the Leased Premises.

7.2 Special Assessments: If an assessment for a public improvement is made against the Leased Premises, Landlord may elect to cause such assessment to be paid in installments in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes as defined in Paragraph 7.1, for purposes of determining rental increases.

7.3 Contest of Taxes: Tenant shall be permitted to contest the amount of any tax or assessment so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the Leased Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Tenant's Tax Status & Rental Adjustment. As a governmental entity, Tenant's tenancy in the Leased Premises is expected to result in a reduction of property taxes assessed thereon.

Tenant may apply for a real property tax exemption for the Leased Premises. Landlord agrees and acknowledges that if, as a result of such application, the Leased Premises becomes partially or fully exempt from taxes, Tenant will be allocated the entirety of the taxes saved by virtue of Tenant's exemption from some or all such taxes. If required by Tenant, Landlord agrees to submit or sign any paperwork as owner required for Tenant's application for real property tax exemption.

SECTION 8. DAMAGE AND DESTRUCTION

8.1 Partial Damage: If the Leased Premises are partly damaged and if paragraph 8.2 below entitled destruction does not apply, the Leased Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of paragraph 5.3 above.

8.2 Destruction: If the Leased Premises are destroyed or damaged such that the cost of repair exceeds forty percent (40%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty five (45) days following the date of the damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term, including but not limited to the Deposit. If neither party elects to terminate, Landlord shall proceed to restore the Leased Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under control of Landlord.

8.3 Rent Abatement: Rent shall be abated during the repair of any damage to the extent the Leased Premises, or a portion thereof, are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term: If damage or destruction to which paragraph 8.1 would apply occurs within one year before the end of the then-current lease term, either party may elect to terminate the lease by written notice to the other party within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 8.2. If damage or destruction to which paragraph 9.2 (Total Taking) would apply occurs within one year prior to the end of the then current lease term, Tenant may elect to terminate the lease by notice in writing to Landlord given within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Landlord under the Section entitled Eminent Domain.

SECTION 9. EMINENT DOMAIN

9.1 Partial Taking: If a portion of the Leased Premises is condemned and paragraph 9.2. does not apply, the lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations as are necessary to restore the remaining Leased Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date

on which alterations or repairs are commenced by Landlord to restore the balance of the Leased Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Leased Premises as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration in the manner as is provided in Section 17 entitled Arbitration.

(d) If a portion of Landlord's property not included in the Leased Premises is taken and severance damages are awarded on account of the Leased Premises, or an award is made for detriment to the Leased Premises as a result of activity by a public body not involving a physical taking of any portion of the Leased Premises, this shall be regarded as a partial condemnation to which subparagraphs 9.1 (a) and (c) above apply, and the rent shall be reduced to the extent of reduction in rental value of the Leased Premises as though a portion had been physically taken.

9.2 Total Taking: If a condemning authority takes all of the Leased Premises or a portion sufficient to render the remaining Leased Premises reasonably unsuitable for the use which Tenant was then making of the Leased Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under the paragraph above. The parties shall be entitled to share in the condemnation proceeds in proportion to the value of their respective interest in the Leased Premises. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation: Sale of all or part of the Leased Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section as a taking by condemnation.

SECTION 10. LIABILITY AND INDEMNITY

10.1 Liens:

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Leased Premises and shall keep the Leased Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not materially jeopardized. If a lien is filed as result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a foreclosure or sale under the lien.

10.2 Indemnification: Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Tenant shall indemnify and defend Landlord from any claim, loss or liability arising out of or related to any negligent activity of Tenant on the Leased Premises or any condition of the Leased Premises in the possession or under the control of Tenant. Landlord shall

indemnify and defend Tenant from any claim, loss or liability arising out of or related to any negligent activity of Landlord on the Leased Premises or any condition of the Leased Premises in the possession or under the control of Landlord.

10.3 Liability Insurance: Before going into possession of the Leased Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance (including business personal property) in a responsible company with limits of not less than \$1 million for injury to one person, \$2 million for injury to two or more persons in one occurrence, and \$200,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on the Leased Premises, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under paragraph above entitled Destruction, and shall protect Landlord and Tenant against claims by third persons. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. Tenant shall add the Landlord as an additional insured.

SECTION 11. QUIET ENJOYMENT; MORTGAGE PRIORITY

11.1 Landlord's Warranty: Landlord warrants that it is the owner of the Leased Premises and has the right to lease them free of all encumbrances except those currently of record, if any.

Landlord covenants and agrees that Tenant, while paying the rent and performing its other covenants and agreements contained in this lease, will quietly have, hold, and enjoy the Leased Premises for the term (including any renewal term under Section 1,3) without hindrance or molestation from Landlord or those claiming by, through, or under Landlord, subject to the terms and provisions of this lease. Subject to these exceptions Landlord will defend Tenant's right to quiet enjoyment of the Leased Premises from the claims of all other persons during the lease term. Landlord's current tenant Northwest UAV, Inc. and all other current tenants, shall have the right to continue to perform all of the functions of those businesses on property adjacent to the Leased Premises, which could from time to time include noise or odors regarding work on propulsion systems.

This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the Leased Premises. However, if any lender holding such an Encumbrance required that this lease be subordinate to the Encumbrance, then Tenant agrees that the lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this lease no foreclosure, deed given in lieu of foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the Leased Premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.

11.2 Estoppel Certificate: Either party will within twenty (20) days after notice from the other execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has

been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

SECTION 12. ASSIGNMENT AND SUBLEASE

Tenant shall not have the right to sublet the Leased Premises without the written consent of Landlord. No part of the Leased Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Leased Premises be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

SECTION 13. DEFAULT

The following shall be events of default.

13.1 Default in Rent: Failure of Tenant to pay any rent or other charge within ten (10) days after written notice that it is due.

13.2 Default in Other Covenants: Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency: Insolvency of Tenant; an assignment of Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Tenant consists of two or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within ten (10) days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment: Failure of Tenant for 30 days or more to occupy the Leased Premises for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the Leased Premises.

SECTION 14. REMEDIES ON DEFAULT

14.1 Termination: In the event of a default the lease may be terminated at the option of

Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14.2 Reletting: Following reentry or abandonment, Landlord may relet the Leased Premises and in that connection may make any suitable alterations or refurbish the Leased Premises, or both, or change the character or use of the Leased Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Leased Premises, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages: In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(a) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Leased Premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the Leased Premises for the period commencing on the earlier of the date of trial or the date the Leased Premises are relet and continuing through the end of the term.

SECTION 15. SURRENDER AT EXPIRATION

15.1 Condition of Premises: The parties acknowledge and agree that certain personal property of Landlord consisting of two conference tables and the televisions currently installed in the conference room of Building A ("Landlord's Personal Property") shall remain in the conference room and shall be made available to Tenant for Tenant's use during the term of this lease. Upon expiration of the lease term or earlier termination on account of default or as otherwise provided herein, Tenant shall deliver all keys to Landlord and surrender the Leased Premises in the same condition in which it was received, including Landlord's Personal Property, reasonable wear and tear excepted, and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible will be excepted. Tenant's obligations under this paragraph shall be subordinate to the provisions of Section 9 related to destruction.

15.2 Fixtures:

(a) All fixtures placed upon the Leased Premises during the term, other than Tenant's

trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures which would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures which remain its property. If Tenant fails to do so, this shall be an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover:

(a) If Tenant does not vacate the Leased Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150 percent of the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures which Tenant is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the Leased Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(b) If a month-to-month tenancy results from a holdover by Tenant under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which would otherwise be provided by law with respect to a month-to-month tenancy.

SECTION 16. MISCELLANEOUS

16.1 Nonwaiver: Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees: If any suit or action is instituted to interpret or enforce any term or provision of this lease agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

16.3 Notices: Any notice required or permitted under this lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession: Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and

assigns.

16.5 Landlord's Right to Cure Defaults: If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after thirty (30) days written notice to Tenant.

All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord.

16.6 Recordation: This lease shall not be recorded without the consent in writing of Landlord. Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Tenant may record the memorandum.

16.7 Entry Upon the Leased Premises: Except in the event of an emergency, upon not less than twenty four (24) hours prior notice, Landlord shall have the right to enter upon the Leased Premises to determine Tenant's compliance with this lease, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Leased Premises notices for leasing or selling of the Leased Premises.

16.8 Interest on Rent and Other Charges: Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the maximum legal rate from the due date until paid.

16.9 Proration of Rent: In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination of reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.10 Access: The west entry point to 11260 SW Durham Lane shall remain accessible and usable for tenants, employees, customers, and deliveries on the property/campus.

16.11 Camping/Unauthorized Vehicles: No Camping or overnight RV's allowed.

16.12 Keys. Landlord shall provide Tenant with four (4) keys to the Leased Premises. Tenant shall return four (4) keys to Landlord at lease termination. If during the term of this lease any keys are lost or not returned by a terminated employee of Tenant, Tenant shall be obligated to re-key the Leased Premises at Tenant's sole expense within ten (10) days.

SECTION 17. ARBITRATION

17.1 Disputes to be Arbitrated: All disputes between the parties that cannot otherwise be resolved by negotiation or mediation must be submitted to final and binding arbitration in accordance with Oregon law. If the parties cannot agree on an arbitrator, either party may submit the matter to the presiding judge of Yamhill County for appointment of an arbitrator. Unless otherwise agreed by the parties, the rules of arbitration will be the same as those required for the arbitration of disputes in Yamhill County, Oregon. The parties understand that by agreeing to final and binding arbitration they are voluntarily waiving the right to have the matter tried by a judge or jury, and that the right to appeal an arbitration decision is limited under Oregon law.

17.2 Procedure for Arbitration: The arbitration shall proceed according to the Oregon statutes governing arbitration or if none, according to the procedures established by the American Arbitration Association and the award of the arbitrator shall have the effect therein provided. The

arbitration shall take place in Yamhill County, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

LANDLORD:

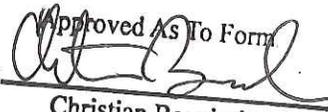
CH Holdings LLC

By  Chris Harris, Member

TENANT:

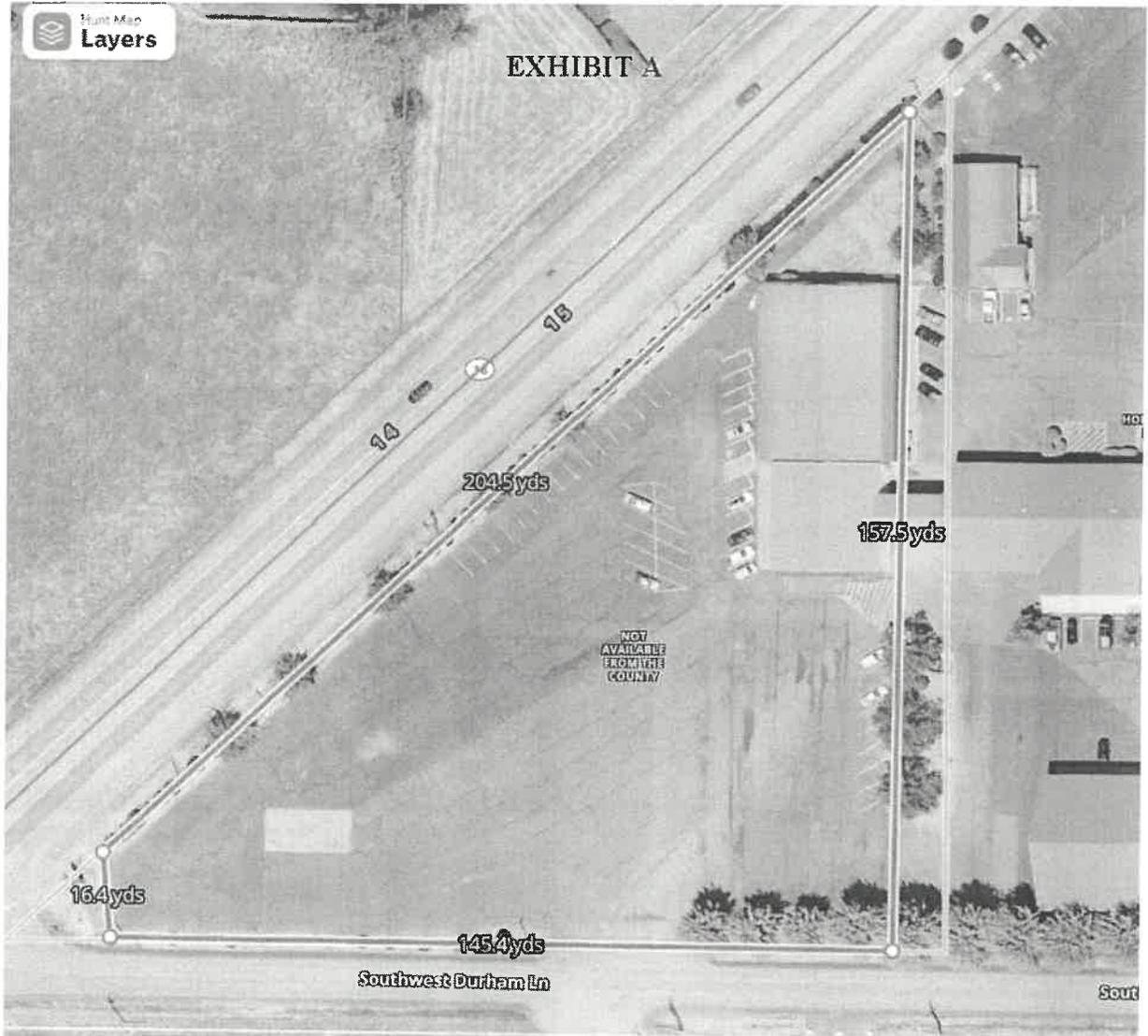
Yamhill County

By 

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Approved by the Yamhill County Board of
Commissioners on 10/26/23
via Board Order 23-409

Exhibit A



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Exhibit B

Building Floor Plan



Building Frontage

