

AGREEMENT FOR PURCHASE OF LAND

between

NORTHWEST NATURAL GAS COMPANY (Seller)

and

**PORTLAND CLASSICAL CHINESE GARDEN dba LAN SU CHINESE GARDEN
(Buyer)**

TABLE OF CONTENTS

1. Purchase and Sale 1
2. Purchase Price and Payment 1
3. Title Report..... 1
4. Document Review..... 2
5. Conditions to the Close of Escrow/Buyer 2
6. Conditions to the Close of Escrow/Seller 4
7. Seller’s Representations and Warranties 4
8. Buyer’s Representations and Warranties..... 5
9. Disclaimer of Warranties and Covenants..... 5
10. Right of Entry..... 6
11. Condemnation 6
12. Closing, Escrow, Prorates 7
13. Deed, Title Insurance..... 7
14. Broker 7
15. Other Closing Matters..... 7
16. Default by Seller 8
17. Default by Buyer 8
18. Oregon Statutory Notice..... 8
19. PUC and WUTC Approval Requirement..... 9
20. Reservation of Certain Floor Area Ratio Rights 9
21. General and Miscellaneous Provisions..... 9

AGREEMENT FOR PURCHASE OF LAND

Seller: Northwest Natural Gas Company
222 NW Second Avenue
Portland, Oregon 97209
Attention: Wayne Pipes

Buyer: Portland Classical Chinese Garden dba Lan Su Chinese Garden
220 NW Second Avenue, Suite 1050
Portland, Oregon 97209
Attention: Lisa James, Executive Director

RECITALS

A. Seller is the owner of real property commonly known as “Block 24 – Couch’s Addition to the City of Portland” located in Multnomah County, Oregon and generally bounded by Glisan St. to the North, NW 2nd Ave. to the East, NW Flanders St. to the South, and NW Third Ave to the West (the “**Property**”), APN R140386/Alternate APN 1N1E34CA-00200, Lot 1-8, a legal description of which is attached hereto as Exhibit A. The Property is improved only by a surface parking lot, fencing and a storage building (the “**Miscellaneous Improvements**”).

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing recitals and the mutual covenants hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENTS

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property subject to the terms of this Agreement.

2. **Purchase Price and Payment.** The purchase price for the Property shall be Eight Million and No/100 Dollars (\$8,000,000.00) (“**Purchase Price**”), and shall be payable in full in cash upon closing. The sale shall be closed by Fidelity National Title Insurance Company (the “**Title Company**”), 900 SW Fifth Avenue, Portland, Oregon 97204, Attn: Shawnda Reszel (the “**Escrow Agent**”). No later than three (3) days after the Effective Date (as such term is defined below), Buyer shall deposit with the Escrow Agent One Hundred Thousand and No/100 Dollars (\$100,000.00) as earnest money to be held by Escrow Agent pursuant to the terms of this Agreement (the “**Initial Earnest Money Deposit**”).

3. **Title Report.** Seller has delivered to Buyer a preliminary title report (the “**Preliminary Report**”) from Escrow Agent with an effective date of March 28, 2019 issued under Order No. 45141821097. Buyer agrees and acknowledges that the Deed and the Title Policy (as such terms are defined below) shall include exceptions 8, 9, 10, 11, 12, 13, 14, 15 and 17 from the Preliminary Report (the “**Permitted Exceptions**”). Seller agrees that prior to or contemporaneous with closing to cause the removal of exceptions 7, 16 and 18 from the Preliminary Report. Seller and Buyer agree and acknowledge that exception 20 sets forth requirements for a so-called

“extended” title insurance policy and is not an exception to title. Buyer shall be solely responsible for the satisfaction of any requirements to obtain an extended title policy except Seller shall timely deliver all of the duly executed documents required to be delivered by Seller under this Agreement and paid all monetary liens and encumbrances created or suffered by Seller.

4. Document Review. Seller shall have no obligation whatsoever, but may provide Buyer information related to the Property (“Seller’s Property Information”). Should Seller provide any Seller’s Property Information, Seller shall do so as an accommodation to Buyer without representation or warranty of any kind as to the accuracy or completeness of Seller’s Property Information or as to whether Seller has other information related to the Property that Seller does not provide to Buyer. Buyer acknowledges that it shall not rely on Seller’s Property Information in connection with its determination to issue a Buyer’s Approval Notice (as such term is defined below) and instead Buyer shall rely solely on Buyer’s own due diligence as to the Property.

5. Conditions to the Close of Escrow/Buyer.

(a) **Conditions Precedent to Buyer’s Obligations.** The Close of Escrow and Buyer’s obligations with respect to the consummation of the transactions contemplated by this Agreement are subject to the timely satisfaction by Seller or waiver by Buyer of the following conditions:

(i) **Representations, Warranties and Covenants of Seller.** Seller shall have duly performed all material covenants to be performed by Seller under this Agreement, and all of Seller’s representations and warranties set forth in this Agreement shall be true and correct as of the Effective Date and the Closing Date. If any representation or warranty made by Seller which was correct as of the Effective Date but becomes incorrect after the Effective Date, Seller shall provide Buyer prompt written notice of the same in which case Buyer may as its sole and exclusive remedy either: (i) terminate this Agreement in which case Buyer shall be entitled to a return of the Earnest Money, or (ii) proceed to close the purchase of the Property in accordance with the terms of this Agreement in which case Buyer shall be deemed to have waived any right or remedy for the incorrectness of such representation and warranty.

(ii) **Delivery of Documents.** Seller shall have timely delivered all of the duly executed documents required to be delivered by Seller under this Agreement and paid all monetary liens and encumbrances created or suffered by Seller.

(iii) **Title Insurance.** As of the Close of Escrow, the Title Company shall have issued or shall have unconditionally committed to issue an ALTA standard coverage owner’s policy of title insurance showing title to the Property vested in Buyer subject only to the Permitted Exceptions, with a liability amount equal to the Purchase Price (the “**Title Policy**”).

(iv) **Due Diligence Approval.** Buyer shall have determined within the period ending October 1, 2019 (the “**Due Diligence Period**”) that it is satisfied as to utilities, streets, zoning, land use and applicable city and county ordinances, other government approvals that affect the Property and its intended use by Buyer, the environmental condition of the Property and the suitability of the Property for Buyer’s intended use thereof which determination shall be in Buyer’s sole and absolute discretion by delivery of a written notice of approval (“**Buyer’s**

Approval Notice”) to Seller on or before the end of the Due Diligence Period, and if Buyer fails to timely give such notice, this Agreement shall terminate and the Deposit shall be returned to Buyer.

(v) **Adverse Proceedings.** No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(vi) **Adverse Law.** No Applicable Law shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

The conditions set forth in this Section 5(a) are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall, at all times prior to the termination of this Agreement, have the right, but not the obligation, to waive any or all of these conditions.

(b) If the foregoing conditions are timely satisfied or waived, Buyer shall prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to paragraph (c) below): (i) timely deliver the Due Diligence Approval, and (ii) deposit with the Escrow Agent in immediately available funds as additional earnest money (the “**Due Diligence Release Earnest Money Deposit**”) Seven Hundred Thousand and No/100 Dollars (\$700,000.00), subsections (i) and (ii) immediately above collectively referred to herein as the “**Due Diligence Release Conditions**”. If Buyer shall fail to satisfy the Due Diligence Release Conditions, Buyer shall be entitled to a return of the Initial Earnest Money Deposit, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except that Buyer’s obligations under Section 10 shall survive such termination. If Buyer timely satisfies the Due Diligence Release Conditions, the parties shall proceed to close the sale of the Property pursuant to Section 12 below and the Earnest Money Deposits (as such term is defined below) shall be nonrefundable but a credit against the Purchase Price. As used herein, “**Earnest Money Deposits**” means the Initial Earnest Money Deposit, the Due Diligence Release Earnest Money Deposit, and the Additional Earnest Money Deposits (as such term is defined in paragraph (c) below).

(c) In addition to the Initial Earnest Money Deposit and the Due Diligence Release Earnest Money Deposit, Buyer shall be obligated to make additional earnest money payments in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) the first of which shall be due on or before sixty (60) days after the last day of the Due Diligence Period and thereafter an additional \$150,000.00 payment on or before each subsequent sixty (60) day period through the earlier of: (i) the Closing Date, or (ii) the date this Agreement terminates (each such payment and collectively, the “**Additional Earnest Money Deposits**”). The Additional Earnest Money Deposits shall be made to the Escrow Agent. Should Buyer fail to make any of the Additional Earnest Money Deposits, Seller shall have the right to terminate this Agreement in which case the Escrow Agent shall immediately disburse to Seller as liquidated damages the Earnest Money Deposits then held by Escrow Agent.

(d) Should Buyer not satisfy the Due Diligence Release Conditions, Buyer shall immediately deliver to Seller all due diligence reports, studies or investigations of the Property (“**Buyer’s Reports**”) without cost to Seller and subject to the limitations therein contained. Buyer shall incur no liability for Seller’s use of the Buyer’s Reports or for Seller’s distribution of the Buyer’s Reports to third parties and Buyer provides the Buyer’s Reports to Seller without any representations or warranties of any kind regarding the accuracy, completeness, thoroughness, or assignability thereof or Seller’s right to use the same or rely thereon.

6. Conditions to the Close of Escrow/Seller.

(a) **Conditions Precedent to Seller’s Obligations.** The Close of Escrow and Seller’s obligations with respect to the consummation of the transactions contemplated by this Agreement are subject to the timely satisfaction or waiver by Seller of the following conditions:

(i) **Representations, Warranties and Covenants of Buyer.** Buyer shall have duly performed all material covenants to be performed by Buyer hereunder, and all of Buyer’s representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date.

(ii) **Delivery of Documents and Purchase Price.** Buyer shall have timely delivered the Purchase Price pursuant in accordance with this Agreement and shall have timely delivered all of the duly executed documents required to be delivered by Buyer under this Agreement.

The conditions set forth in this Section 6(a) are solely for the benefit of Seller and may be waived only by Seller. Seller shall, at all times prior to the termination of this Agreement, have the right, but not the obligation, to waive any or all of these conditions.

7. Seller’s Representations and Warranties. Seller represents and warrants to Buyer that:

(a) Seller has received no written notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, or rules or regulation with respect to the existence, maintenance, environmental condition or operation of the Property.

(b) Seller has received no written notice of any condemnation, either instituted or threatened, from any governmental agency having jurisdiction in the matter of the Property.

(c) There are no lawsuits, actions, claims or proceedings pending by any party against Seller in connection with the Property or against the Property.

(d) Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated herein, and the individual executing this Agreement on behalf of Seller has been duly authorized to do so.

(e) There are no leases, licenses or other occupancy agreements or any options to purchase in effect in which Seller has granted any party rights to purchase, possession or use of the Property or any portion thereof.

The foregoing representations and warranties shall be true and correct at closing and shall survive the closing and the recordation of the Deed, and shall not be deemed merged into the Deed or other documents and instruments delivered at closing.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

(a) Buyer has the full right, power and authority to enter into this Agreement and to perform Buyer's obligations hereunder and the individual executing this Agreement on behalf of Buyer has been duly authorized to do so

(b) Buyer shall conduct such investigation and diligence as Buyer deems necessary in connection with its purchase of the Property.

The foregoing representations and warranties shall be true and correct at closing and shall survive the closing and the recordation of the Deed, and shall not be deemed merged into the Deed or other documents and instruments delivered at closing.

9. Disclaimer of Warranties and Covenants.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 7, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; (iii) THE VALUE, COMPLIANCE WITH PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY, AND (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. BUYER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND BUYER WILL RELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 7, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION 9 WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

(b) Except as specifically set forth in Section 7, Buyer agrees that Seller shall not be responsible or liable to Buyer for any conditions affecting the Property, as Buyer is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Buyer or anyone claiming, by, through or under Buyer, hereby fully releases Seller, its officers, directors, employees, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to conditions affecting the Property. Buyer further acknowledges and agrees that this Agreement shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

(c) For avoidance of doubt, the foregoing provisions of this Section 9, including the waivers and releases by Buyer, shall survive the closing and the recordation of the Deed, and shall not be deemed merged into the Deed or other documents and instruments delivered at closing.

10. Right of Entry. Buyer, its authorized agents, employees and independent contractors (collectively, the "**Buyer Parties**") are hereby granted the right to enter upon the Property at reasonable times and upon written notice to Seller, for the purpose of making or conducting any inspection, investigation, test or survey reasonably related to the purchase of the Property or the satisfaction of Buyer's contingencies hereunder, subject to the following:

(a) Any damage to the Property shall be promptly repaired by Buyer and the Property restored to the same state as existed prior to such entry.

(b) Buyer shall keep the Property free from liens in connection with any such entry.

(c) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions and liabilities (including Seller's reasonable attorney fees and costs) that may arise or result from the Buyer Parties' activities on the Property in connection with any such entry.

(d) Buyer Parties shall not perform any invasive testing of the Property without Seller's consent, which shall not be unreasonably withheld, conditioned or delayed.

(e) Buyer shall deliver to Seller prior to entry into the Property by Buyer Parties evidence that Buyer maintains a commercial general liability insurance policy in the aggregate amount of not less than \$2,000,000 and that shall name Seller as an additional insured.

(f) Buyer shall not interfere with Seller's ordinary operations on the Property.

Buyer's obligations under this Section shall survive any termination of this Agreement or Buyer's closing on the purchase of the Property.

11. Condemnation. If prior to the closing date condemnation proceedings are commenced against the Property or any part thereof, then at Buyer's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Buyer shall be entitled to all of

the landowner's rights and privileges with respect to the condemning authority, including the right to pursue just compensation and related claims.

12. Closing, Escrow, Prorates. If the closing conditions in favor of each party have been timely satisfied or waived, the purchase and sale shall close on a date determined by Seller but such date shall not be earlier than December 31, 2019 nor later than May 31, 2020 (such actual date, the "**Closing Date**"). Seller shall give Buyer not less than ninety (90) days' prior written notice of the Closing Date. The purchase of the Property shall be closed in escrow by the Escrow Agent. Prior to closing, each party will deposit with the Escrow Agent the funds, documents and instructions necessary for closing. The cost of the escrow shall be shared equally by Seller and Buyer. Buyer shall be entitled to a credit against the Purchase Price for the Earnest Money Deposits made by Buyer. Buyer acknowledges that the real property taxes for the Property are "centrally assessed" by the Oregon Department of Revenue and are payable by Seller pursuant to such central assessment. Seller agrees to pay all real property taxes on the Property through the Closing Date through central assessment. Real property taxes will not be prorated. Buyer acknowledges that the Deed (as such term is defined below) and the Title Policy (as such term is defined above) will include an exception relating to central assessment and related property taxes. Seller agrees to defend, indemnify and hold Buyer harmless from and against any unpaid real property taxes through the Closing Date.

13. Deed, Title Insurance. Upon closing, Seller will convey the Property to Buyer by an Oregon form of statutory bargain and sale deed (the "**Deed**"). At closing, Seller, at Seller's expense, shall deliver to Buyer the Title Policy. At closing, Seller agrees to execute a title affidavit in favor of the Title Company in the form attached as Exhibit C, a FIRPTA certificate, proof of authority and such other documents as the Title Company may reasonably require.

14. Broker. Buyer represents and warrants to Seller that it has not been represented by a real estate broker in connection with this Agreement. Mark Carnese of Cushman & Wakefield of Oregon, Inc. ("**Seller's Broker**") has represented Seller in connection with this Agreement. Seller agrees to pay a brokerage commission to Seller's Broker pursuant to a separate agreement between Seller's Broker and Seller. Seller shall indemnify, hold harmless and defend the Buyer from and against any claims or liabilities arising from a breach of the representation and warranty contained in this paragraph.

15. Other Closing Matters. Buyer's obligation to close is subject to performance by Seller of all of its obligations pursuant to this Agreement and the accuracy of Seller's representations and warranties at the Closing Date. If any of Seller's representations or warranties become inaccurate after the Effective Date, Seller shall provide Buyer written notice of the same and Buyer shall be entitled as its sole and exclusive remedy to either: (i) terminate this Agreement and receive a refund of the Earnest Money Deposits, or (ii) accept the inaccuracy of the representation and warranty and proceed to close the purchase of the Property. Buyer shall be entitled to possession of the Property on the Closing Date. For avoidance of doubt, Seller shall have no obligation to remove any of the Miscellaneous Improvements on or before the Closing Date.

(a) **Cancellation Fees and Expenses.** Any cancellation charges required to be paid to Escrow Holder shall be borne equally by Buyer and Seller, and all other charges shall be borne by the party incurring same.

(b) **Frustration of Closing Condition.** Neither Party may rely on the failure of a condition if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

16. Default by Seller. In the event this purchase and sale does not close by reason of any default of Seller, Buyer shall have as its sole and exclusive remedy the right to either: (i) terminate this Agreement, receive a return of the Earnest Money Deposits, and bring a claim against Seller for damages arising out of such default, or (ii) bring a claim for specific performance of this Agreement, provided that Buyer gives notice of such claim on or before August 31, 2020, and files such claim on or before December 31, 2020.

17. Default by Buyer. In the event that Buyer satisfies the Due Diligence Release Conditions and then fails to close the purchase of the Property in accordance with the terms of this Agreement or Buyer fails to deposit the Additional Earnest Money Deposits, Seller may terminate this Agreement by giving written notice of termination to Buyer whereupon the Escrow Agent shall immediately release the Earnest Money Deposits to Seller as Seller sole, exclusive and liquidated damages. The parties have negotiated the amount of the Earnest Money Deposits as a reasonable estimate of the amount of damages to be suffered by Seller in the event of a default by Buyer in such case. The parties agree that the amount of actual damages that Seller would suffer as a result of Buyer's default would be extremely difficult to determine and have agreed, after specific negotiation, that the amount of the Earnest Money Deposits is a reasonable estimate of the Seller's damages for Buyer's failure to close or to pay the Additional Earnest Money Deposits and the net detriment that Seller would suffer from such a default by Buyer and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty.

18. Oregon Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE

RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

19. PUC and WUTC Approval Requirement. Seller's obligation to complete the sale of the Property to Buyer is subject to approval by the State of Oregon Public Utility Commission ("OPUC") and the Washington Utility & Transportation ("WUTC"). Seller anticipates receiving such approvals on or before the end of the Due Diligence Period and will use its reasonable best efforts to obtain such approvals. In the unexpected and unlikely event that Seller is unable to obtain OPUC and WUTC's approval before the end of the Due Diligence Period, then, in Buyer's sole election: either (A)(i) this Agreement shall terminate without further liability to Seller or Buyer (except as provided in (ii) immediately following and subject to Buyer's obligations), and (ii) Buyer shall be entitled to a return of the Initial Earnest Money Deposit and Seller shall additionally and promptly reimburse Buyer for all reasonable costs and expenses incurred by Buyer in connection with the proposed purchase of the Property, up to but in no event exceeding One Hundred Fifty Thousand and No/100 (\$150,000.00), or (B) the Due Diligence Period shall be extended for consecutive 90 day periods, each as elected by Buyer, to allow Seller to obtain said approvals, and if obtained, the Closing shall occur as provided herein, provided, however, that after any such 90 day extension, Buyer may elect option (A) above.

20. Reservation of Certain Floor Area Ratio Rights. Pursuant to that certain Covenant Transferring Floor Area Ratio recorded September 18, 2002 under recording no. 2002-166832 (the "FAR Covenant Transfer"), Seller, as the owner of property commonly known as Block 18, transferred to itself as the owner of the Property, certain floor area ratio rights consisting of 120,000 square feet (the "Transferred FAR"). Buyer desires to use 6,000 square feet of the Transferred FAR in connection with its proposed development of the Property. From the Effective Date through and including the Closing Date, Seller shall have the right to convey 114,000 square feet of the Transferred FAR (the "Retained FAR") to any other property, including property not owned by Seller. Buyer shall reasonably cooperate with Seller regarding the transfer of the Retained FAR. If Seller has not conveyed the Retained FAR by the Closing Date, Seller shall be deemed to have relinquished all right, title and interest in all of the Transferred FAR, and Seller shall reasonably cooperate with Buyer regarding the transfer of the Transferred FAR to Buyer, including, without limitation, execution and delivery of applications or documents required by any governmental agency with jurisdiction over the Transferred FAR. Without limiting the effect of Section 9 of this Agreement, Seller makes no representation or warranty of any kind as to the Transferred FAR, specifically including whether any of the Transferred FAR is available for use in the development of the Property.

21. General and Miscellaneous Provisions.

(a) **Prior Agreements.** This Agreement is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

(b) **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

(c) **Notices.** Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by reputable private courier service (such as Federal Express), or three (3) days after being deposited in the United States Mail in certified form, return receipt requested, in each case addressed to the addresses set forth below the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party. Any notice to Seller shall include a copy to Northwest Natural Gas Company, 222 NW Second Avenue, Portland, Oregon, Attention Stephen Kelly, Associate Counsel. Any notice to Buyer shall include a copy to Davis Wright Tremaine, LLP, 1300 SW Fifth Ave., Suite 2400, Portland, Oregon, 97201 Attn: Stephen R. Ledoux, Esq.

(d) **Attorney Fees and Costs.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred therein.

(e) **Nonwaiver.** No waiver by any party of the breach hereof by the other shall be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(f) **No Merger.** The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any party of the Property but shall remain in effect until fulfilled.

(g) **Amendments.** This Agreement may be amended, modified or extended without new consideration but only by written instrument executed by both parties.

(h) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon.

(i) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days.** Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday or legal holiday.

(k) **Number, Gender and Captions.** In construing this Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to legal entities. All captions and section headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

(l) **Binding Effect.** The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(m) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

(n) **Assignment.** Buyer may not assign its interest in this Agreement except to a new non-profit foundation established to carry out the purposes of this Agreement, or to any development partner established to carry out the purpose of this Agreement (in either case, a “Permitted Assignee”) provided that Buyer shall remain liable for the obligations of “Buyer” under this Agreement notwithstanding such assignment. Buyer’s right to assign its interest in this Agreement to a Permitted Assignee is subject to Buyer and the Permitted Assignee’s execution of and delivery to Seller of an assignment and assumption agreement in the form attached as Exhibit B.

(o) **Effective Date.** The date of execution (“Effective Date”) and effectiveness of this Agreement shall be deemed to be the last date of execution set forth below the name of the respective parties.

[Signature appears on following page]


IN WITNESS WHEREOF, Seller and Buyer execute this Agreement effective as of the Effective Date.


SELLER:

BUYER:

NORTHWEST NATURAL GAS
COMPANY,
an Oregon corporation

PORTLAND CLASSICAL CHINESE
GARDEN,
an Oregon nonprofit corporation

By: 
Print Name: Marilyn Seibert
Print Title: SVP & General Counsel

By: 
Print Name: LISA JAMES
Print Title: EXECUTIVE DIRECTOR

DATED: April 18, 2019

DATED: April 15, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 8, inclusive, Block 24, COUCHS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

TOGETHER with that portion of vacated N.W. Flanders that inured thereto by reason of City of Portland Ordinance No. 138348, recorded August 6, 1974 as Book 1000, Page 687.

EXHIBIT "B"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT is made as of the _____ day of _____, 201__ (the "Effective Date") by and between Portland Classical Chinese Garden, an Oregon nonprofit corporation ("Assignor") and _____, a _____ ("Assignee").

WHEREAS, Assignor, as Buyer, has entered into a certain Agreement For Purchase of Land dated February 1, 2019 with Northwest Natural Gas Company, as Seller, concerning real property commonly known as Block 24, Couchs Addition, Portland, Oregon (the "Purchase and Sale Agreement"), and

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers, sells and conveys unto Assignee all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns. Assignor confirms that notwithstanding this Assignment, Assignor remains liable for the performance of the obligations of "Buyer" under the Purchase and Sale Agreement pursuant to Section 21 (n) of the Purchase and Sale Agreement.

IN WITNESS WHEREOF this Assignment has been executed by Assignor and Assignee as of Effective Date.

ASSIGNOR

ASSIGNEE

PORTLAND CLASSICAL CHINESE
GARDEN,
an Oregon nonprofit corporation

By: _____
Print Name: _____
Print Title: _____

EXHIBIT "C"

FORM OF SELLER'S TITLE AFFIDAVIT

(See Attached)

AFFIDAVIT AND INDEMNITY BY OWNER

Escrow No.:

EXTENDED COVERAGE POLICIES

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Preliminary Title Report issued by Fidelity National Title Insurance Company (the Company) under No. _____ (the Commitment), for an ALTA _____ Owner's and/or Loan Policy of title insurance (the Policy or Policies),

AND WHEREAS, the Proposed Insured(s) under said report is/are requesting the Company to issue on or about a Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions relating to rights or claims of parties in possession, survey matters, unrecorded easements and statutory lien rights for labor or materials, or other matters determinable only by survey, inspection or inquiry,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.

Nothing contained herein shall be construed so as to obligate the Company to issue said Policy or Policies without showing said General Exceptions. However, should the Company do so, it will do so in part in reliance upon the undertakings of the undersigned Affiant. The issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

The Company reserves the right to require additional indemnification and/or a survey in connection with analyzing its risk in deleting said General Exceptions, and to take special exception for any adverse matters disclosed by this affidavit, a survey or an inspection of the Land.

AFFIDAVIT

The Affiant, states to its actual knowledge after reasonable inquiry and as of the date set forth below:

1. Said Land has been owned by the Affiant for approximately 100 years. There are no other persons (including trusts, corporations, partnerships or limited liability companies) which assert an ownership interest in the property or lien or encumbrance except (if none, write "None");

NONE

2. The Land at present is in use as: Surface Parking

3. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land, except (attach list, if necessary, and attach copies of any written agreements or rent rolls, if any; (if none, write "None")):

NONE

4. Affiant has not entered into contracts for the making of repairs or for new construction on said Land or for the services of architects, engineers or surveyors, nor are there any unpaid bills or claims for labor or services performed at the direct request of the Affiant or its agents or material furnished or delivered at the direct request of the Affiant or its agents during the last seventy-five (75) days for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc., except (if none, write "None"):

NONE

5. Affiant has not filed a petition for bankruptcy, which action is pending, nor is Affiant a party to any pending action, nor has Affiant been served with a summons and complaint nor received any notice of any action which is pending against Affiant related to Affiant's ownership of land, except (if none, write "None"):

NONE

6. There are no unpaid or unsatisfied (1) mortgages, deeds of trust, contracts, security agreements, claims of lien, or judgments, (2) special assessments for sewer, water, road or other local improvement districts, or taxes, including taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records, or (3) service, installation, connection, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal, which were directly incurred by Affiant and are not shown in the referenced commitment, except (if none, write "None"):

NONE

7. There are no unpaid amounts of public funds advanced under the provisions of one or more various federal acts relating to health care (including, but not limited to, the Hill-Burton Act (Title 42 USCA, §291, et seq.) or under any state statutes enacted pursuant thereto, which would constitute a lien against the Land.

AFFIDAVIT AND INDEMNITY BY OWNER
(continued)

INDEMNITY

Affiant hereby agrees to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of any statement made by Affiant above which is false to the actual knowledge of Affiant after reasonable inquiry.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

NORTHWEST NATURAL GAS COMPANY

By: _____

Print Name: _____

Print Title: _____