



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Parking Sublicense Agreement with Weston Investment Co. LLC, dba,
American Property Management for the Clackamas County Justice Court

Purpose/Outcomes	This is an annual recurring sublease for seven (7) Clackamas Mall parking spaces to be used for Justice Court employees. Clackamas County Justice Court is located in the Clackamas Corner leased facilities owned by Weston Investment Co. LLC and operated by American Property Management. Leasing these seven additional employee parking spaces allows customers to park directly in front of the Justice Court facilities while providing increased safety and customer service to the citizens of Clackamas County.
Dollar Amount and Fiscal Impact	This parking sublicense agreement authorizes the monthly payment of twenty dollars (\$20.00) per parking space for each of the seven parking spaces, with a maximum monthly payment of one hundred and forty dollars (\$140.00), and a maximum annual payment of one thousand six hundred and eighty dollars (\$1,680) for calendar year 2021. One initial payment will be made for the period of January through May 2021 for seven hundred dollars (\$700.00) with the remaining parking fees being made with the monthly lease payments.
Funding Source	Justice Court fees and fines – No County General Funds are involved.
Duration	Current parking sublicense agreement term period is from January 1, 2021 through December 31, 2021. The Justice Court building lease agreement period is from June 27, 2013 through July 1, 2023.
Strategic Plan Alignment	Leasing these seven employee parking spaces helps ensure safe and healthy communities and provides excellent customer service to the citizens of Clackamas County.
Previous Board Action	No prior BCC action has ever occurred prior to this agreement.
County Counsel Review	Reviewed and approved.
Procurement Review	No Procurement Review required. All property lease agreements are handled through Facilities Management in coordination with County Counsel.
Contact Person	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County Justice Court currently leases seven thousand eight hundred and fifty square feet (7,850sf) of administrative and courtroom space for the adjudication of traffic violations, forcible evictions and detainer cases and small claims. The current location at this area of the Clackamas Town Center Mall allows for safe access and egress, is well served by public transportation, and provides adequate space for Court operations.

The current lease provides approximately twenty (20) public parking spaces in front of the Justice Court facilities. The seven additional parking spaces are required to support continued Justice Court operations while providing excellent customer service to the public and citizens frequenting these facilities.

RECOMMENDATION:

Staff recommends the Board approve the Parking Sublicense Agreement between Clackamas County and Western Investment Co. LLC and that the Chair of the Board be authorized to execute the Lease.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort,
Director Finance

AMERICAN PROPERTY MANAGEMENT Parking Sublicense Agreement

1. PARTIES

This Parking Sublicense Agreement, dated _____ is made between Weston Investment Co. LLC; dba, American Property Management ("Sublicensor"), and Clackamas County, a Municipal Subdivision of the State of Oregon ("Sublicensee").

2. MASTER LICENSE AGREEMENT

Sublicensor is the Licensee under a written Parking Lot Use License Agreement dated January 1, 2021, wherein Clackamas Mall LLC ("Licensor") granted a license to Sublicensor for the parking use of a portion of the parking lot located in the City of Clackamas, County of Clackamas, State of Oregon, described and identified in Exhibit "A" of the Parking Lot Use License Agreement attached ("Master License Agreement"). Said Parking Lot Use License Agreement is referred to as the "Master License Agreement" and is attached hereto as Exhibit "A".

3. PARKING

Sublicensor hereby sublicenses to Sublicensee on the terms and conditions set forth in this Parking Sublicense Agreement the following portion of the Master Premises ("Premises"): Seven (7) unreserved parking spaces in the Assigned Location described in the Exhibit A attached.

4. WARRANTY BY SUBLICENSOR

Sublicensor warrants and represents to Sublicensee that the Master License Agreement has not been amended or modified except as expressly set forth herein, that Sublicensor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master License Agreement, and that Sublicensor has no knowledge of any claim by Licensor that Sublicensor is in default or breach of any of the provisions of the Master License Agreement. Sublicensor further warrants and represents that Licensor has granted Sublicensor permission to enter into this Parking Sublicense Agreement.

5. TERM

The Term of this Parking Sublicense Agreement shall commence on January 1, 2021 ("Commencement Date"), or when Licensor consents to this Parking Sublicense Agreement (if such consent is required under the Master License Agreement), whichever shall last occur, and shall end on December 31, 2021 ("Termination Date"), unless otherwise sooner terminated in accordance with the provisions of this Parking Sublicense Agreement. Use of seven (7) unreserved parking spaces ("Possession") shall be delivered to Sublicensee on the commencement of the Term. If for any reason Sublicensor does not deliver Possession to Sublicensee on the commencement of the Term, Sublicensor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Parking Sublicense Agreement shall not be impaired, but rent shall abate until delivery of Possession.

6. RENT

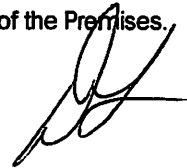
Minimum Rent. Sublicensee shall pay to Sublicensor as minimum rent, without deduction, set off, notice, or demand, at American Property Management, Attn. Larry Bricker, 2154 NE Broadway Suite #200, Portland, OR 97232, or at such other place as Sublicensor shall designate from time to time by notice to Sublicensee, the sum of one hundred forty dollars (\$140.00), per month, in advance on the first day of each month of the Term. Sublicensee shall pay to Sublicensor upon execution of the Parking Sublicense Agreement the sum of one hundred forty dollars (\$140.00) as rent for January 2021. The maximum annual total payments authorized under this Parking Sublicense Agreement shall not exceed the sum of one thousand six hundred and eighty dollars (\$1,680).

7. USE OF PREMISES

The Premises shall be used and occupied only for Permitted Use described in the attached Master License Agreement and for no other use or purpose.

8. ASSIGNMENT AND SUBLETTING

Sublicensee shall not assign this Parking Sublicense Agreement or further sublet all or any part of the Premises.



9. **OTHER PROVISIONS OF PARKING SUBLICENSER AGREEMENT**

All applicable terms and conditions of the Master License Agreement are incorporated into and made a part of this Parking Sublicenser Agreement as if Sublicensor were the Licensor thereunder, Sublicensee thereunder, and the Premises the Master Premises, *except* for the following:

Sublicensee assumes and agrees to perform the Licensee's obligations under the Master License Agreement during the Term to the extent that such obligations are applicable to the Premises, *except* that the obligation to pay rent to Licensor under the Master License Agreement shall be considered performed by Sublicensee to the extent and in the amount rent is paid to Sublicensor in accordance with Section 6 of this Parking Sublicenser Agreement. Sublicensee shall not commit or suffer any act or omission that will violate any of the provisions of the Master License Agreement. Sublicensor shall exercise due diligence in attempting to cause Licensor to perform its obligations under the Master License Agreement for the benefit of Sublicensee. If the Master License Agreement terminates, this Parking Sublicenser Agreement shall terminate and the parties shall be relieved of any further liability or obligation under this Parking Sublicenser Agreement, provided however, that if the Master License Agreement terminates as a result of a default or breach by Sublicensor or Sublicensee under this Parking Sublicenser Agreement and/or the Master License Agreement, then the defaulting party shall be liable to the non-defaulting party for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Master License Agreement gives Sublicensor any right to terminate the Master License Agreement in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of such right by Sublicensor shall not constitute a default or breach hereunder.

10. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Parking Sublicenser Agreement, each party shall be responsible for its own attorneys' fees and expenses.

11. **NOTICES**

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublicensor to Sublicensee shall be sent by United States Mail, postage prepaid, addressed to the Sublicensee at the Premises, and to the address hereinbelow, or to such other place as Sublicensee may from time to time designate in a notice to the Sublicensor. All notices and demands by the Sublicensee to Sublicensor shall be sent by United State Mail, postage prepaid, addressed to the Sublicensor at the address set forth herein, and to such other person or place as the Sublicensor may from time to time designate in a notice to the Sublicensee.

To Sublicensor: Weston Investment Co. LLC; dba, American Property Management, 2154 NE Broadway, Portland, OR 97232

To Sublicensee: Clackamas County, 1710 Red Soils Court #200, Oregon City, OR 97045

12. **COMPLIANCE**

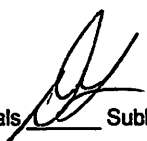
The parties hereto agree to comply with all applicable federal, state and local law, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

13. **TERMINATION**

In addition to the termination provisions of the Master License Agreement, Sublicensee may terminate this Parking Sublicenser Agreement for the following reasons: (i) for convenience upon thirty (30) days written notice to Sublicensor; or (ii) at any time Sublicensee fails to receive funding, appropriations, or other expenditure authority to perform under this Parking Sublicenser Agreement, as solely determined by Sublicensee.

14. **INDEMNIFICATION**

Any obligation of Sublicensee to indemnify, hold harmless and defend another party shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Sublicensee or Sublicensee's employee or agents.

Sublicensor Initials  Sublicensee initial _____

15. LIMITATION OF LIABILITIES

This Parking Sublicense Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Sublicensor: Weston Investment Co, LLC; dba,
American Property Management

Sublicensee: Clackamas County, a Municipal Subdivision
of the State of Oregon

By: _____

By: _____

Name: Douglas D. Lindholm

Name: _____

Title: Senior Vice President of Commercial Property

Title: _____

Date: 2-17-2021

Date: _____

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EXHIBIT "A"

Brookfield Properties

PARKING LOT USE LICENSE AGREEMENT (Long Term)

This Parking Lot Use License Agreement ("License") is made as of the 17th day of December, 2019 ("Effective Date") between Weston Investment Co. ("Licensee"), and Clackamas Mall L.L.C. ("Licensor") and provides for the terms and conditions for the use of certain areas of the parking lot at Clackamas Town Center (the "Property"), located at 12000 S.E. 82nd Ave. Happy Valley, Oregon 97086.

PURPOSE

- A. The parties mutually desire to enter into this License to provide for the terms and conditions for Licensee's use of certain areas of the parking lot at the Property, all as set forth below.

LICENSE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements herein, the parties agree as follows:

- 1. License. Licensor grants to Licensee a nonexclusive license which is nontransferable by Licensee but freely transferable by Licensor, for the sole purpose of using certain areas of Licensor's parking lot (the "Assigned Location") at the Property as identified in Exhibit A attached hereto for employees of 'Clackamas Corner' in designated Clackamas Town Center parking field ("Permitted Use") and for no other activity or purpose whatsoever. Licensee's rights under this License shall be at all times subject to the rights of the Licensor in and to the Property. This License shall be subject and subordinate to the terms and conditions of any documents to which Licensor is a party in connection with the Property including, without limitation, any mortgage, reciprocal easement agreement or lease, as such documents may be amended from time to time.
2. Term. Licensee shall be permitted to use the Assigned Location for the Permitted Use in accordance with this License commencing as of the Effective Date and expiring on December 31, 2020 unless this License is terminated earlier as set forth herein ("Term").
3. Rent. Licensee shall pay to Licensor rent as follows:
A. Monthly Rent. Monthly rent for the Assigned Location shall be in the amount listed below due on the first day of each calendar month during the Term, as outlined below. If the rent, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the rent will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Licensor will have the right to suspend and/or terminate this License and Licensor's access to the Property if Licensee fails to timely pay Licensor in accordance with the terms of this License. If it becomes necessary for Licensor to remove any or all property of Licensee from the Property as a result of Licensee's default, Licensee shall reimburse Licensor for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice.

Total Fees: \$12,960.00

Table with 6 columns: Invoice Date, Due Date, Amount, Sales Tax, Total Amount. Rows for Pymt 1 through Pymt 5, each with a due date in 2020 and a total amount of \$2,260.00.

Handwritten signatures and initials for Sublicensor and Sublicensee.

Brookfield Properties

Pymt 6:	6/1/2020	6/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 7:	7/1/2020	7/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 8:	8/1/2020	8/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 9:	9/1/2020	9/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 10:	10/1/2020	10/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 11:	11/1/2020	11/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 12:	12/1/2020	12/1/2020	\$2,260.00	\$0.00	\$2,260.00

4. Assigned Location.

- A. Licensee has inspected the Assigned Location, and accepts it "as is" with no representation or warranty by Licensor regarding the condition of the Assigned Location or its suitability for Licensee's activities. Licensor has no obligation to repair or make any modification to any part of the Assigned Location unless the obligation is explicitly set forth in this License.
- B. Licensee shall not make alterations or additions, nor permit the making of holes in the pavement of the Assigned Location, or the painting or placing of exterior signs, placards or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or about the Property (including in, on or about the Assigned Location), without the prior written consent of Licensor. Licensor's approval of the foregoing, or any other matters shall not: (i) relieve Licensee from complying with all Laws; or (ii) be relied upon by Licensee as verification of the sufficiency of the plans and specifications for any purpose or for compliance with any Law. All costs and expenses (including permits or licenses) for any maintenance or repair of the Assigned Location shall be Licensee's sole responsibility unless otherwise specified in this License. Licensee agrees not to suffer any mechanic's lien to be filed against the Property by reason of any work, labor, services, or materials performed at or furnished to the Assigned Location, to Licensee, or to anyone claiming rights through or under Licensee. Nothing in this License shall be construed as a consent on the part of Licensor or subject Licensor's estate in the Property to any lien of liability under the lien laws of the state in which the Property is located. All alterations, additions and improvements to the Assigned Location shall become Licensor's upon termination of this License or abandonment of Licensee's property, equipment or the Assigned Location.
- C. Upon thirty (30) days' prior written notice, Licensor may, at its expense, relocate the Assigned Location without liability to Licensor.
- D. Licensee shall conduct its business in a careful, safe and proper manner and shall keep the Assigned Location in a reasonably clean and safe condition in accordance with this License, all Laws and the directions of the manager and public safety officers of the Property. The areas around and immediately adjoining the Assigned Location shall be kept clear at all times by Licensee, and Licensee shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas. All loading and unloading shall be done only at such times, in the areas and through the entrances designated for that purpose by Licensor. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits any odor or causes any noise discernible to Property tenants, invitees of the Property or other licensees. Licensee shall not distribute any handbills or other advertising matter at the Property or on automobiles parked in the parking areas of the Property. Licensee and Licensee's employees shall not park any vehicles in any portion of the Property other than the Assigned Location including any parking area designated for customer parking by Licensor, or on any road within or adjacent to the Property. If Licensee parks a vehicle in any such area of the Property, Licensor may, in addition to its other remedies, have the vehicle removed at Licensee's expense.
- E. Licensee shall not harm the Property or any part thereof, commit or create waste, create nuisance, do any act or thing which would increase the cost of insurance thereon, make any use of the Property



Brookfield Properties

which is offensive in Licensor's sole opinion, nor do any act which would, in Licensor's sole opinion, tend to injure the reputation of the Property.

- F. Licensee shall not cause any hazardous material to be brought upon, stored, kept, used or discharged on or about any part of the Property.
- G. Licensor may enter and/or inspect the Assigned Location at any time.
5. **Licensee's Indemnification Obligations.** Licensee shall indemnify and hold Licensor, its managers, employees, agents, contractors, parents, subsidiaries and affiliates harmless from and against any and all claims, actions, liens, demands, charges, expenses and judgments for loss, damage or injury to property or persons resulting or occurring by reason of the Licensee's activities under this License, or in any way connected with, the use of or operation within the Assigned Location, or otherwise arising from this License or Licensee's activities hereunder, including all costs, expenses and attorney's fees. License shall also indemnify Licensor for all costs, expenses and attorney's fees incurred by Licensor to enforce this indemnity. This Section 5 shall survive the expiration or earlier termination of this License, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this section void, or to eliminate or reduce any other indemnification or right which any indemnity has by law.
6. **Waiver.** Licensor shall not be responsible or liable for, and Licensee hereby expressly waives, any and all claims against Licensor for injury to persons or theft, loss or damage to Licensee's property, regardless of the cause. Licensee's property located anywhere in the Property shall be there at Licensee's sole risk. Licensor shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence anywhere in, on or about the Property, including, without limitation, claims for loss, theft or damage resulting from any cause whatsoever.
7. **Insurance.** Licensee shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Licensor a certificate of insurance described therein prior to commencement of this License.
8. **Termination for Cause.** Licensor may revoke or terminate this License for cause, at any time, by giving Licensee at least fifteen (15) days' prior written notice, if Licensor determines that Licensee has violated any provision of this License. If Licensee cures such violation to Licensor's satisfaction as soon as possible under the circumstances (and in no event later than the expiration of the foregoing fifteen (15) day period, subject to such reasonable extensions as Licensor shall reasonably grant if Licensee has commenced curing within the fifteen (15) day period, is diligently prosecuting the cure to completion, and has been unable to complete the cure within such period due to causes beyond Licensee's reasonable control) Licensor shall so notify Licensee in writing and this License shall remain in full force and effect (subject to the other provisions herein). Licensor shall also have the separate right to terminate this License for cause at any time, immediately upon written notice to Licensee, if Licensor determines that Licensee has: (i) committed more than three (3) violations of the same provision of this License during the six (6) month period preceding Licensor's termination notice (regardless of whether such violations were cured); (ii) been dishonest, wasteful, or negligent; (iii) harmed or threatened to harm Licensor, the Property, or any tenants or customers of the Property; (iv) ceased Licensee's business operations; or (v) become insolvent or unable to pay its debts as they mature, made a general assignment for the benefit of its creditors, or become the subject of an appointment of a receiver or trustee for its business.
9. **Termination without Cause.** Notwithstanding anything to the contrary contained in this License Licensor may terminate this License at any time, without cause, by giving Licensee at least thirty (30) days' prior written notice.
10. **Surrender.** Licensee shall, at the termination of this License, remove its goods and effects, repair damage caused by such removal and peaceably yield up the Assigned Location in good and clean order, repair and condition, normal wear and tear excepted. Personal property of Licensee not removed within 48 hours (or such longer time as may be given by Licensor in writing) shall become the property of Licensor, at Licensor's option.

Brookfield Properties

9. **Remedies.** Termination of this License shall not affect Licensor's right to recover damages for violations of this License or any other rights or remedies of Licensor under this License or applicable laws (all of which shall be cumulative). In addition to all other remedies of Licensor, if Licensee does not complete its obligations to repair and maintain the Assigned Location as specified in this License, or if Licensor determines that repair or replacement of any portion of the Assigned Location or the Property is necessary by reason of any act, omission or negligence of Licensee, its employees, agents or contractors, then Licensor may, but shall not be obligated to, make such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its equipment, fixtures, or other property or to Licensee's business by reason of such repair. Upon completion of any such repair, Licensee shall pay upon demand Licensor's costs for making the repairs together with Licensor's administrative costs in an amount equal to two and one-half (2.5) times the total cost of the repair.
11. **Assignment.** This License shall not be voluntarily or involuntarily assigned by Licensee. This License may be assigned by Licensor and, after such assignment, Licensor agrees to look solely to such assignee for performance hereunder.
12. **Governing Law.** This License shall be governed by, construed, and enforced in accordance with the laws of the state in which the Property is located.
13. **Compliance.** Licensee agrees, in the exercise of this License to observe and comply with all applicable Federal, State and local laws, rules and regulations, as exist as of the Effective Date or as may be amended, enacted or imposed in the future ("Laws"). Licensee shall not discriminate in the conduct and operation of its business on the Property against any person or group of persons because of the race, age, color, sex, religion, national origin, or other protected classification of such person or group of persons.
14. **Confidentiality.** Licensee represents and warrants that it shall keep the provisions of this License confidential and shall not disclose the provisions hereof to a third party.
15. **Independent Contractor.** Nothing contained in this License shall be considered to constitute a partnership between Licensor and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of the Property.
16. **No Waiver.** The failure of Licensor to insist upon strict performance by Licensee of any of the conditions, provisions, rules and regulations and agreements in this License, or to exercise any option, shall not be deemed a waiver of any of Licensor's rights or remedies.
17. **Entire Agreement.** This License contains all of the covenants, promises, agreements, conditions and understandings between Licensor and Licensee. No modification or amendment of any term or condition of this License shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such modification or amendment.
18. **Notices.** All notices, requests and approvals required under this License must be in writing and addressed to the other party's designated contact(s) for notices as set forth below, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery on the date of mailing. The provisions of this Section shall survive termination of this License. The parties' initial addresses for notices, requests and approvals as described herein are as follows:

**Brookfield
Properties**

To Licensor:
Clackamas Mall L.L.C.
Clackamas Town Center
12000 S.E. 82nd AVE
SUITE 1093
Happy Valley, Oregon 97086-7736


With a copy to:
c/o BPR REIT Services, LLC
350 N. Orleans St., Suite 300
Chicago, IL 60654-1607
Attn: Legal Department – Corporate Contracts and Securities

To Licensee:
Weston Investment Co.
2154 NE Broadway Suite 200
Portland, Oregon 97232
FEIN: 93-0475156
Phone: (503) 281-7779

The parties have executed this License made the day and year first above written.

LICENSOR:
CLACKAMAS MALL L.L.C., a Delaware limited liability company

By: _____
Authorized Signatory

LICENSEE:
Weston Investment Co.
By:  12-24-2019
Its: SCUP Commercial Property

Brookfield Properties

EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Licensee shall furnish and maintain in effect during the term of the License the insurance coverage described below:

Commercial General Liability	\$2,000,000 Occurrence/\$5,000,000 Aggregate
Commercial Automobile Liability	\$1,000,000 Combined Single Limit
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
OR	
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate

POLICY REQUIREMENTS.

The insurance required of Licensee shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Property is located, and maintaining an AM Best rating of at least A- VII.

The Commercial General Liability Insurance required shall name, as "Additional Insureds", "Licensor (exactly as identified herein), Clackamas Mall L.L.C., Brookfield Property REIT Inc., BPR REIT Services LLC and Brookfield Properties Retail Inc.

All Insurance policies shall contain waivers of any and all rights of subrogation against the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Licensee's policies to apply separately to each Additional Insured.

All Insurance policies required by this License shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Licensee, its employees, agents, contractors and/or subcontractors.

Before the commencement of this License, the Property shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required by this License shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days prior written notice to Licensor, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this License shall not be relieved by Licensor's, or any Property's, receipt or review of any insurance certificates.

