



**AGREEMENT CONCERNING CONSENT TO ASSIGNMENT OF  
MANAGEMENT AGREEMENT**

This Agreement Concerning Consent to Assignment of Management Agreement is made and entered into this \_\_\_ day of November, 2009, as of \_\_\_\_\_, 2009, by and between **Oregon State Bar** (the "Bar"), **Opus Northwest Management, L.L.C.**, a Delaware limited liability company, ("Opus"), **Opus Property Services, L.L.C.**, a Delaware limited liability company, ("OPS"), and **NorthMarq Real Estate Services LLC**, a Minnesota limited liability company, ("NorthMarq").

WHEREAS, the Bar and Opus entered into that certain Management Agreement dated as of February 11, 2009, as amended (the "Management Agreement"); and

WHEREAS, the Bar and Opus Northwest, L.L.C. entered into that certain Master Lease dated as of September 16, 2008, (the "Master Lease"); and

WHEREAS, Opus, as of May 1, 2009, assigned the Management Agreement to OPS, however, the Bar has not consented to said assignment (the "Prior Assignment"); and

WHEREAS, effective \_\_\_\_\_ OPS desires to assign the Management Agreement to NorthMarq; and

WHEREAS, Opus, OPS and NorthMarq have requested the Bar's consent to all of the foregoing assignments; and

WHEREAS, the Bar is willing to grant its consent to all the foregoing assignments on the terms and conditions set forth herein;

NOW, THEREFORE, it is mutually agreed as follows:

1. **Consents.**

(a) Subject to the terms hereof, the Bar hereby consents to the Prior Assignment.

(b) The Bar hereby consents to the assignment from OPS to NorthMarq.

2. **Termination.** NorthMarq hereby agrees that the Bar may terminate the Management Agreement as of the end of any calendar month following at least thirty (30) days written notice from the Bar to NorthMarq that Opus Northwest, L.L.C. is in default pursuant to the Master Lease.

3. **Attorney Fees.** In case litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party its reasonable attorney's fees, together with all expenses, which may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records and the costs of title reports and expert witness fees. If an appeal is taken from any Judgment or Decree of the trial court, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees in such appeal. Said sums shall be in addition to all other sums provided by law.

4. **Counterparts.** This Agreement may be executed in one or more identical counterparts. If so executed, each of the counterparts is to be deemed an original for all purposes and all such counterparts shall collectively constitute one document, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one of such counterparts. The parties hereto acknowledge that a facsimile signature shall be deemed an original when followed by an exchange of originally signed documents.

IN WITNESS WHEREOF, the parties have executed this Agreement Concerning Consent to Assignment of Management Agreement as of the date first set forth above.

Oregon State Bar, a public corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Opus Northwest Management, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Opus Property Services, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

NorthMarq Real Estate Services LLC, a Minnesota limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

# OREGON STATE BAR

## Board of Governors Agenda

**Meeting Date:** November 6, 2009  
**From:** Sylvia E. Stevens, General Counsel

The Board needs to ratify the positions it will take on the resolutions at the November 6, 2009 HOD meeting, based on the following votes:

Resolution	Support	Oppose	No Position	
<b>#12 Fair Compensation for Senators &amp; Legislators</b>	4 Dilaconi, Piucci, Wright, Garcia	2 Kent, Lord	3 Gaydos, Fisher, Evans	<b>Support</b>
<b>#13 Paralegals in FED Cases</b>	2 Kent, Lord	4 Dilaconi, Gaydos, Piucci, Garcia	3 Fisher, Wright, Evans	<b>Oppose</b>
<b>#14 Priority Placement of HOD items</b>	4 Dilaconi, Kent, Piucci, Garcia	2 Wright, Evans	3 Gaydos, Fisher, Wright	<b>Support</b>
<b>#15 Notice Pleading</b>	0	7 Dilaconi, Gaydos, Kent, Piucci, Evans, Lord, Garcia	2 Fisher, Wright	<b>Oppose</b>
<b>#16 Simplified MCLE Reporting</b>	1 Dilaconi	6 Kent, Piucci, Wright, Evans, Lord, Garcia	2 Gaydos, Fisher	<b>Oppose</b>
<b>#17 ORCP 54E- Mutual Offers of Compromise</b>	1 Dilaconi	4 Kent, Piucci, Evans, Garcia	3 Gaydos, Fisher, Wright	<b>Oppose</b>
<b>#18 ORCP 54E- Extend Time to Accept</b>	1 Dilaconi	4 Kent, Piucci, Evans, Garcia	3 Gaydos, Fisher, Wright	<b>Oppose</b>
<b>#19 Study Registration of OOS Lawyers in Arbitration</b>	1 Dilaconi, Kent, Evans	0	4 Gaydos, Fisher, Wright, Garcia	<b>No Position</b>
<b>#20 Oppose Repeal of Tax Measures</b>	4 Dilaconi, Piucci, Wright, Garcia	2 Kent, Lord	3 Gaydos, Gisher, Evans	<b>Support</b>
<b>#21 Defer Reciprocal Admission Expansion</b>	3 Kent, Piucci, Garcia	5 Dilaconi, Gaydos, Wright, Evans, Lord	1 Fisher	<b>Oppose</b>
<b>#22 Support Funding for Low Income Legal Services</b>	7 Dilaconi, Gaydos, Kent, P Piucci, Wright, Evans, Garcia	0	1 Fisher	<b>Support</b>