

**Fill in this information to identify the case:**Debtor United Site Services of Nevada, Inc.United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-23646**Modified Official Form 410  
Proof of Claim****04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

|  |   |  |
|--|---|--|
| 1. Who is the current creditor?  | <u>OMG LLC</u><br>Name of the current creditor (the person or entity to be paid for this claim)<br>Other names the creditor used with the debtor _____  |  |
| 2. Has this claim been acquired from someone else?   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____  |  |
| 3. Where should notices and payments to the creditor be sent?<br><br>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | <b>Where should notices to the creditor be sent?</b><br><u>OMG LLC</u><br><u>Roberts Porter, President</u><br><u>4141 SE Augusta Way</u><br><u>Gresham, OREGON 97080</u><br><br>Contact phone <u>503-519-7274</u><br>Contact email <u>porter7714@comcast.net</u><br><br>Uniform claim identifier (if you use one):<br>_____ | <b>Where should payments to the creditor be sent? (if different)</b><br><br><br>Contact phone _____<br>Contact email _____ |
| 4. Does this claim amend one already filed?  | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br>MM / DD / YYYY   |  |
| 5. Do you know if anyone else has filed a proof of claim for this claim?   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Who made the earlier filing? _____  |  |



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

|  |  |
|--|--|
| <b>6. Do you have any number you use to identify the debtor?</b> | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __  |
| <b>7. How much is the claim?</b>                                 | \$ <u>1182460.64</u> <b>Does this amount include interest or other charges?</b><br><input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).  |
| <b>8. What is the basis of the claim?</b>                        | Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.<br>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).<br>Limit disclosing information that is entitled to privacy, such as health care information.<br><br><u>breach of lease, holdover rent, damages, interest and charges</u>   |
| <b>9. Is all or part of the claim secured?</b>                   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. The claim is secured by a lien on property.<br><b>Nature or property:</b><br><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .<br><input type="checkbox"/> Motor vehicle<br><input type="checkbox"/> Other. Describe: _____<br><br><b>Basis for perfection:</b> _____<br>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)<br><br><b>Value of property:</b> \$ _____<br><b>Amount of the claim that is secured:</b> \$ _____<br><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)<br><br><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____<br><br><b>Annual Interest Rate</b> (when case was filed) _____ %<br><input type="checkbox"/> Fixed<br><input type="checkbox"/> Variable |
| <b>10. Is this claim based on a lease?</b>                       | <input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ <u>N/A</u>  |
| <b>11. Is this claim subject to a right of setoff?</b>           | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Identify the property: _____   |



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/28/2026  
MM / DD / YYYY

/s/David L. Bruck, Esq.  
Signature

Print the name of the person who is completing and signing this claim:

Name David L. Bruck, Esq.  
First name Middle name Last name

Title Attorney

Company Greenbaum, Rowe, Smith Davis LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7164 | International (424) 236-7220

|   |   |                                  |
|---|---|----------------------------------|
| <b>Debtor:</b><br>25-23646 - United Site Services of Nevada, Inc.   |   |                                  |
| <b>District:</b><br>District of New Jersey, Trenton Division  |   |                                  |
| <b>Creditor:</b><br>OMG LLC<br>Roberts Porter, President<br>4141 SE Augusta Way<br><br>Gresham, OREGON, 97080<br><br><b>Phone:</b><br>503-519-7274<br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>Email:</b><br>porter7714@comcast.net | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><b>Related Document Statement:</b>   |                                  |
|   | <b>Has Related Claim:</b><br>No<br><b>Related Claim Filed By:</b>   |                                  |
|   | <b>Filing Party:</b><br>Creditor  |                                  |
|   |   |                                  |
| <b>Other Names Used with Debtor:</b>  | <b>Amends Claim:</b><br>No<br><b>Acquired Claim:</b><br>No  |                                  |
| <b>Basis of Claim:</b><br>breach of lease, holdover rent. damages, interest and charges   | <b>Last 4 Digits:</b><br>No   | <b>Uniform Claim Identifier:</b> |
| <b>Total Amount of Claim:</b><br>1182460.64   | <b>Includes Interest or Charges:</b><br>Yes   |                                  |
| <b>Has Priority Claim:</b><br>No  | <b>Priority Under:</b>  |                                  |
| <b>Has Secured Claim:</b><br>No<br><b>Amount of 503(b)(9):</b><br>No<br><b>Based on Lease:</b><br>Yes, N/A<br><b>Subject to Right of Setoff:</b><br>No  | <b>Nature of Secured Amount:</b><br><b>Value of Property:</b><br><b>Annual Interest Rate:</b><br><b>Arrearage Amount:</b><br><b>Basis for Perfection:</b><br><b>Amount Unsecured:</b> |                                  |
| <b>Submitted By:</b><br>David L. Bruck, Esq. on 28-Jan-2026 1:13:17 p.m. Pacific Time<br><b>Title:</b><br>Attorney<br><b>Company:</b><br>Greenbaum, Rowe, Smith Davis LLP   |   |                                  |

EXHIBIT

**UNITED SITE SERVICES OF NEVADA, INC.  
c/o UNITED SITE SERVICES, INC.  
200 Friberg Parkway, Suite 4000  
Westborough, MA 01581  
Tel. No. 508-594-2562  
Fax No. 508-594-2581**

March 22, 2012

**VIA OVERNIGHT MAIL and Electronic Mail to [porter7714@comcast.net](mailto:porter7714@comcast.net)**

Mr. Cliff Porter  
1865 SW 13<sup>th</sup> Court  
Gresham, OR 97030

Re: Amendment to Lease of Premises 12209 SE Hwy 212, Clackamas, Oregon 97015; 12249 SE Hwy 212 Clackamas, Oregon 97015; 12275 SE Hwy 212 Clackamas, Oregon 97015; 12211 SE Hwy 212, Clackamas, Oregon;

Dear Mr. Porter:

United Site Services of Nevada, Inc. as Lessee seeks to amend the original aforementioned leases by and between CP SAN LLC; White Shop, LLC; Red Shop, LLC and Blue Office, LLC each hereinafter referred to singularly and collectively as ("Lessor"); and United Site Services of Nevada, Inc. hereinafter referred to singularly and collectively as ("Lessee"), each lease was entered into by the parties on October 1, 2007 hereinafter individually and collectively referred to as (the "Lease"), and which concerns the real property located at 12209 SE Hwy 212, Clackamas, Oregon 97015; 12249 SE Hwy 212 Clackamas, Oregon 97015; 12275 SE Hwy 212 Clackamas, Oregon 97015; 12211 SE Hwy 212, Clackamas, Oregon.

Lessor and Lessee for valuable consideration, the receipt of which is hereby acknowledged, hereby agree to amend the terms of the Lease such that:

1. With respect to the first option exercisable under the Lease, Lessee shall have until April 30, 2012 in which to elect to exercise the first of two five year options under the Lease.
2. Lessee agrees to pay Lessor one month of rent on or before April 30, 2012 which payment shall, (i) in the event Lessee exercises its first of two five year options, be credited toward the first month's rent in the first option period of October 2012 or (ii) in the event that Lessee does not elect to extend the first of two five year options be utilized as a credit for the extension to operate under the same terms and conditions of said Lease for an additional 30 days following the lease termination of September 30, 2012 through October 31, 2012.

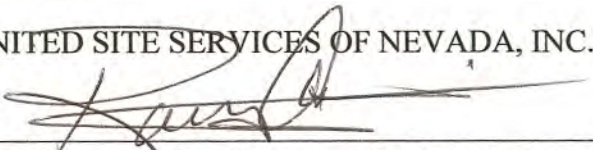
*mp*  
3-29-12

3. In the event that Lessee agrees to extend or reject the extension to the first of two five year options under any of the Leases then such extension or rejection shall be deemed to be an extension or rejection as the case may be of the Leases for the following parcels: 12209 SE Hwy 212, Clackamas, Oregon 97015; 12249 SE Hwy 212 Clackamas, Oregon 97015, 12275 SE Hwy 212 Clackamas, Oregon 97015 & 12211 SE Hwy 212, Clackamas, Oregon 97015.

Please execute the counterpart original of this letter and return it to the Lessee for its records.

Sincerely,

UNITED SITE SERVICES OF NEVADA, INC.

  
Ron Carapezzi, President and Chief Executive

AGREED TO AND ACCEPTED BY:  
CP SAN, LLC

By: 

Name: Cliff Porter, Duly Authorized

WHITE SHOP, LLC

By: 

Name: Cliff Porter, Duly Authorized

RED SHOP, LLC

By: 

Name: Cliff Porter, Duly Authorized

BLUE OFFICE, LLC

By: 

Name: Cliff Porter, Duly Authorized

RP  
3-29-12

**UNITED SITE SERVICES OF NEVADA, INC.  
c/o UNITED SITE SERVICES, INC.  
200 Friberg Parkway, Suite 4000  
Westborough, MA 01581  
Tel. No. 508-594-2562  
Fax No. 508-594-2581**

April 24, 2012

**VIA OVERNIGHT MAIL and Electronic Mail to [porter7714@comcast.net](mailto:porter7714@comcast.net)**

Mr. Cliff Porter  
4141 SE Augusta Way  
Gresham, OR 97080

Re: Amendment No. 2 to Lease of Premises 12209 SE Hwy 212, Clackamas, Oregon 97015; 12249 SE Hwy 212 Clackamas, Oregon 97015; 12275 SE Hwy 212 Clackamas, Oregon 97015; 12211 SE Hwy 212, Clackamas, Oregon;

Dear Mr. Porter:

United Site Services of Nevada, Inc. as Lessee seeks to further amend the original aforementioned leases as subsequently amended and modified by and between CP SAN LLC; White Shop, LLC; Red Shop, LLC and Blue Office, LLC each hereinafter referred to singularly and collectively as ("Lessor"); and United Site Services of Nevada, Inc. hereinafter referred to singularly and collectively as ("Lessee"), each lease was entered into by the parties on October 1, 2007 hereinafter individually and collectively referred to as (the "Lease"), and which concerns the real property located at 12209 SE Hwy 212, Clackamas, Oregon 97015; 12249 SE Hwy 212 Clackamas, Oregon 97015; 12275 SE Hwy 212 Clackamas, Oregon 97015; 12211 SE Hwy 212, Clackamas, Oregon.

Lessor and Lessee for valuable consideration, the receipt of which is hereby acknowledged, hereby agree to amend the terms of the Lease such that:

1. With respect to the first option exercisable under the Lease and Amendment dated March 22, 2012, Lessee shall have until May 31, 2012 in which to elect to exercise the first of two five year options under the Lease.
2. In all other respects the Lease and Amendment dated March 22, 2012 shall remain unchanged in full force and effect.

Please execute the counterpart original of this letter and return it to the Lessee for its records.

RCP  
4-24-12

Sincerely,

UNITED SITE SERVICES OF NEVADA, INC.

---

Ed Medvic, Vice President Business Development

AGREED TO AND ACCEPTED BY:  
CP SAN, LLC

By: 

Name: Cliff Porter, Duly Authorized

WHITE SHOP, LLC

By: 

Name: Cliff Porter, Duly Authorized

RED SHOP, LLC

By: 

Name: Cliff Porter, Duly Authorized

BLUE OFFICE, LLC

By: 

Name: Cliff Porter, Duly Authorized

rw  
4-24-12

### THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is made as of May 30, 2012 between CP SAN LLC, WHITE SHOP, LLC, RED SHOP, LLC, and BLUE OFFICE, LLC (each hereinafter referred to singularly and collectively as "Lessor") and UNITED SITE SERVICES OF NEVADA, INC., a Nevada corporation ("Lessee").

#### RECITALS

- A. Lessor and Lessee are parties to a series of leases for certain real property and structures thereon located as follows (each, a "Lease" and collectively the "Leases"):
- a. Lease dated May 8, 2008, as amended by Amendment to Lease dated March 22, 2012 and Amendment No. 2 dated April 24, 2012, for 12209 SE Highway 212, Clackamas, Oregon (the "CP San Premises").
  - b. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012 and Amendment No. 2 dated April 24, 2012, for 12249 SE Hwy 212, Clackamas, Oregon (the "White Shop Premises").
  - c. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012 and Amendment No. 2 dated April 24, 2012, for 12275 SE Hwy 212, Clackamas, Oregon 97015 (the "Red Shop Premises").
  - d. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012 and Amendment No. 2 dated April 24, 2012 for 12211 SE Highway 212, Clackamas, Oregon (the "Blue Office Premises").
- B. Lessor and Lessee agree to amend the Leases as set forth below.

#### AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend, but not replace, the following sections of the Leases as follows:

1. **Parties.** Lessor's address shall be 4141 SE Augusta Way, Gresham, Oregon, 97080 for purposes of payments and for notices sent to the Lessor pursuant to Section 19 of the Lease.
2. **Option to Extend Term.** An exercise of the second of two five year options provided for in Section 2.2 in any Lease shall be deemed to be an exercise for all of the Leases.
3. **Eminent Domain.** Written notice of termination by either party pursuant to Section 13.1 of the Lease must be made within fifteen (15) days of receipt of a formal offer from the condemning authority or an agent thereof. Such notice of

termination under any Lease shall cause a termination of all of the Leases under the same terms.

4. **Incorporation.** Terms of the Lease not specifically amended herein remain in full force and effect. The terms and conditions of this Third Amendment are hereby incorporated in and made a part of the Leases. The Leases, as amended by this Third, are in full force and effect and all of the terms, covenants and conditions of the Leases, as amended by this Third Amendment, are hereby ratified, approved and confirmed. In the event of any conflict between the terms of the Leases and those of this Third Amendment, the terms of this Third Amendment shall prevail.
5. **Counterparts.** This Third Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment as of the date first set forth above.

LESSOR:

CP SAN, LLC,  
an Oregon limited liability company

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

Name: \_\_\_\_\_

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

WHITE SHOP, LLC,  
an Oregon limited liability company

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

Name: \_\_\_\_\_

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

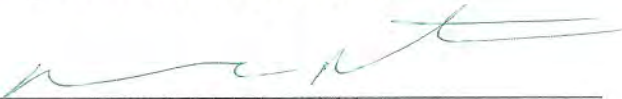
RED SHOP, LLC,  
an Oregon limited liability company

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

Name: \_\_\_\_\_


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

**BLUE OFFICE, LLC,**  
an Oregon limited liability company

By:   
Name: Rogers Porter  
Title: Member

**LESSEE:**

**UNITED SITE SERVICES OF NEVADA, INC.,**  
a Nevada corporation

By:   
Name: ED SIMONEAU  
Title: SENIOR VICE PRESIDENT AND CFO

## FOURTH AMENDMENT TO LEASE

**THIS FOURTH AMENDMENT TO LEASE** (this "**Fourth Amendment**") is made as of April 18, 2018 between **CP SAN LLC, WHITE SHOP, LLC, RED SHOP, LLC, and BLUE OFFICE, LLC** (each hereinafter referred to singularly and collectively as "**Lessor**") and **UNITED SITE SERVICES OF NEVADA, INC.**, a Nevada corporation ("**Lessee**").

### RECITALS

- A. Lessor and Lessee are parties to a series of leases for certain real property and structures thereon located as follows (each, a "**Lease**" and collectively the "**Leases**"):
- a. Lease dated May 8, 2008, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, and Third Amendment to Lease dated May 30, 2012, for 12209 SE Highway 212, Clackamas, Oregon (the "**CP San Premises**").
  - b. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, and Third Amendment to Lease dated May 30, 2012, for 12249 SE Hwy 212, Clackamas, Oregon (the "**White Shop Premises**").
  - c. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, and Third Amendment to Lease dated May 30, 2012, for 12275 SE Hwy 212, Clackamas, Oregon 97015 (the "**Red Shop Premises**").
  - d. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, and Third Amendment to Lease dated May 30, 2012, for 12211 SE Highway 212, Clackamas, Oregon (the "**Blue Office Premises**").
- B. Lessor has transferred all right, title, and interest in the CP San Premises, White Shop Premises, Red Shop Premises, and Blue Office Premises, and assigned all right, title, and interest in the Leases, to OMJ, LLC, an Oregon limited liability company ("**Successor Lessor**").

### AGREEMENTS

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend, but not replace, the following sections of the Leases as follows:

1. **Parties.** The Successor Lessor will be the lessor under each Lease. Lessor's address shall remain unchanged.

2. **Incorporation.** Terms of the Leases not specifically amended herein remain in full force and effect. The terms and conditions of this Fourth Amendment are hereby incorporated in and made a part of the Leases. The Leases, as amended by this Fourth Amendment, are in full force and effect and all of the terms, covenants and conditions of the Leases, as amended by this Fourth Amendment, are hereby ratified, approved and confirmed. In the event of any conflict between the terms of the Leases and those of this Fourth Amendment, the terms of this Fourth Amendment shall prevail.
3. **Counterparts.** This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor, Successor Lessor, and Lessee have executed this Fourth Amendment as of the date first set forth above.

LESSOR:

CP SAN, LLC,  
an Oregon limited liability company

By: [Signature]  
Name: Rogers C Porter  
Title: Member


WHITE SHOP, LLC,  
an Oregon limited liability company

By: [Signature]  
Name: Rogers C Porter  
Title: Member

RED SHOP, LLC,  
an Oregon limited liability company

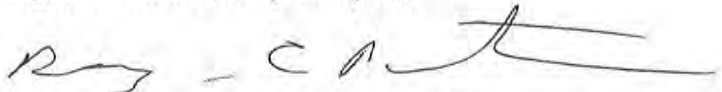
By: [Signature]  
Name: Rogers C Porter  
Title: Member

**BLUE OFFICE, LLC,**  
an Oregon limited liability company

By:   
Name: Rogers C Porter  
Title: member


**SUCCESSOR LESSOR:**

**OMJ, LLC,**  
an Oregon limited liability company

By:   
Name: Rogers C Porter  
Title: member

**LESSEE:**

**UNITED SITE SERVICES OF NEVADA, INC.,**  
a Nevada corporation

By:   
Name: Edward Simoneau  
Title: Chief Financial Officer

## FIFTH AMENDMENT TO LEASES

THIS FIFTH AMENDMENT TO LEASES (this "**Amendment**") is made as of June 30, 2022 (the "**Effective Date**") between **OMJ, LLC** ("**Lessor**") and **UNITED SITE SERVICES OF NEVADA, INC.**, a Nevada corporation ("**Lessee**").

### RECITALS

- A. Lessor, as successor-in-interest to CP SAN, LLC, WHITE SHOP, LLC, RED SHOP, LLC, and BLUE OFFICE, LLC, and Lessee are parties to a series of leases for certain real property and structures thereon located as follows (each, a "**Lease**" and collectively the "**Leases**"):
- a. Lease dated May 8, 2008, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment to Lease dated April , 2018, for 12209 SE Highway 212, Clackamas, Oregon (the "**CP San Lease**").
  - b. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April , 2018, for 12249 SE Hwy 212, Clackamas, Oregon (the "**White Shop Lease**").
  - c. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April , 2018, for 12275 SE Hwy 212, Clackamas, Oregon 97015 (the "**Red Shop Lease**").
  - d. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April , 2018, for 12211 SE Highway 212, Clackamas, Oregon (the "**Blue Office Lease**").
- B. The Leases are set to expire on September 30, 2022.
- C. The parties desire to extend the term of the Leases as set forth herein.

### AGREEMENT

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Extension of Term**. The term of the Leases will be extended to March 31, 2024 (the "**Extended Term**").

RLP

2. **New Rental Rates.** The monthly Base Rent for the Extended Term will be as follows:

| <u>Lease</u>      | <u>Base Rent</u> |
|-------------------|------------------|
| Blue Office Lease | \$10,000         |
| Red Shop Lease    | \$5,000          |
| White Shop Lease  | \$4,000          |
| CP San Lease      | \$4,000          |
| Total             | \$23,000         |

3. **No Option to Extend.** Lessee shall have no right to further extend the term of the Leases beyond the Extended Term.
4. **No Default.** Lessee acknowledges and agrees that there are no breaches or defaults under the Leases on the part of Lessor, nor does any condition exist that, with the passage of time or the giving of notice or both, would constitute such a breach or default on the part of Lessor under the Leases, nor does Lessee have any rights or claims of offset against Lessor.
5. **As-Is; Waivers.** Lessee reaffirms its acceptance of the Premises "as-is, where-is". Nothing herein shall constitute an assent, express or implied, or waiver, by Lessor, to any breach of any covenant or condition contained in the Lease, known or unknown.
6. **Cross Default.** A new Section 6.1.7 is added to the Leases to read as follows:
- "6.1.7 An event of default occurs under any present or future obligation of any kind owed by Lessee to Lessor, including but not limited to any lease between Lessee and Lessor."
7. **Document Preparation Fee.** Lessee shall pay to Lessor a fee for document preparation in the amount of \$2,000 by July 15, 2022.
8. **Incorporation; No Offer.** The terms and conditions of this Amendment are hereby incorporated in and made a part of the Leases, which remain in full force and effect subject to the amendments made hereunder. In the event of any conflict between the terms of the Leases and those of this Amendment, the terms of this Amendment shall prevail. The submission of this Amendment to Lessee shall not be construed as an offer, and Lessee shall not have any rights under this Amendment unless Lessor executes a copy of this Amendment and delivers it to Lessee.
9. **Counterparts.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACP

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first set forth above.

LESSOR:

OMJ, LLC,  
an Oregon limited liability company

By: Rogers C. Porter  
Name: Rogers Clifton Porter  
Title: Manager

LESSEE:

UNITED SITE SERVICES OF NEVADA, INC.,  
a Nevada corporation

By: Scott Jamroz  
Name: Scott Jamroz  
Title: ~~President and CEO~~ CFO

## LEASE

**PARTIES.** This is a Lease between Blue Office, LLC, an Oregon limited liability company with an address at c/o Cliff Porter, 1865 SW 13<sup>th</sup> Court, Gresham, Oregon 97030 (hereinafter called the "Lessor"), and United Site Services of Nevada, Inc., a Nevada corporation (hereinafter called the "Lessee").

### SECTION 1. PREMISES.

1.1 Lease of Premises. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, upon the terms and conditions herein set forth, certain real property, including any structures thereon, at 12211 SE Highway 212, Clackamas, Oregon 97015, more particularly described in Exhibit "A" attached hereto (hereinafter called the "Premises").

1.2 Delivery of Possession and Commencement. Lessor shall deliver the Premises to Lessee in good condition and repair. Lessee acknowledges that Lessee accepts the Premises "As-is, Where-is" and as suitable for Lessee's intended use, in good and sanitary operating condition and repair, and without any other representation or warranty by Lessor as to the condition, use or occupancy.

### SECTION 2. TERM.

2.1 Term. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The initial term of this Lease shall be for sixty (60) consecutive months, commencing on the Commencement Date (the "Term").

2.2 Option to Extend Term. So long as Lessee is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Lessor hereby grants Lessee two (2) options to extend the initial term of this Lease for an additional period of sixty (60) months each (the "Option Periods") on the same terms, covenants and conditions of this Lease, except that rent shall be determined in accordance with paragraph 3.2 below. Lessee shall exercise each option, if at all, by giving Lessor written notice (the "Option Notice") at least one hundred eighty (180) days prior to the expiration of the Term or the immediately preceding Option Period of this Lease.

### SECTION 3. RENT.

3.1 Base Rent. Lessee agrees to pay to Lessor Base Rent at the rate of \$3,000.00 per month, payable in advance on the first day of each month during the Term.

3.2 Option Rent. If Lessee has duly exercised its option to extend the Term for the first Option Period, then on the first (1<sup>st</sup>) day of such Option Period (the "First Option Commencement Date") and each annual return of the First Option Commencement Date, Base Rent shall be increased as set forth herein. If Lessee has duly exercised its option to extend the Term for a second Option Period, on the first (1<sup>st</sup>) day of such second Option Period (the "Second Option Commencement Date") and each annual return of the Second Option Commencement Date, Base Rent shall be increased as set forth herein. Each date wherein Base Rent shall be subject to increase is referred to as an "Adjustment Date." On each Adjustment

Date, Base Rent shall be increased to reflect the increase, if any, in the Consumer Price Index (the "CPI" and as hereinafter defined) between the Adjustment Date and the date on which Base Rent was last adjusted (the "Comparison Date"). For the purpose of adjusting Base Rent on the First Option Commencement Date, the Comparison Date shall be the last day of the fourth (4<sup>th</sup>) year of the Term of the Lease. On each Adjustment Date, the Base Rent then in effect shall be increased, but not decreased, by multiplying such Base Rent by a fraction, the numerator of which is the CPI published most recently before the applicable Adjustment Date, and the denominator of which is the CPI published most recently before the Comparison Date. In no event shall the Base Rent on any Adjustment Date be less than the Base Rent on the day immediately preceding such Adjustment Date.

For purposes hereof, Consumer Price Index shall be the Consumer Price Index – All Items (1982 - 84 = 100) For All Urban Consumers, Portland-Vancouver Metropolitan Area, issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI is discontinued during the Term, a comparable successor index reasonably acceptable to Lessor shall be used.

3.3 Rent. Lessee shall pay to Lessor all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Lessee.

3.4 Additional Rent. The term "Additional Rent" means any other sums payable by Lessee to Lessor under this Lease.

3.5 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Commencement Date occurs or the Lease expires or terminates on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.6 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one half percent (1½%) per month, or (ii) the maximum rate of interest then permitted by law. Lessor may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease. In addition to the Late Charge, Lessee shall pay Lessor an additional charge of \$75 for any checks returned due to insufficient funds.

3.7 Disputes. If Lessee disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Lessee shall give notice to Lessor not later than thirty (30) days after receipt of the notice from Lessor describing the charge or adjustment in question. If Lessee

fails to give such notice to Lessor, the charge or adjustment by Lessor shall be conclusive and binding on Lessee. If Lessee delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Lessee does not exceed five percent (5%) of the challenged amounts, Lessee shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out of pocket costs and expenses incurred by Lessor in responding to the challenge. In the alternative, if the adjustment in favor of Lessee is equal to or exceeds five percent (5%) of the challenged amounts, Lessor shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Lessee in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Lessee as required by this Lease.

#### **SECTION 4. TAXES AND INSURANCE.**

4.1 Taxes. Lessee shall pay before delinquency all Taxes, assessments, licenses, fees and charges assessed, imposed or levied on (a) Lessee's business operations, (b) all trade fixtures, (c) any leasehold improvements, (d) merchandise and (e) other personal property in or about the Premises. Within ten (10) days of payment of such Taxes, Lessee shall deliver a written receipt from the taxing authority confirming such payment. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates, duties and assessments (including local improvement district assessments) levied or imposed by any governmental authority with respect to the Premises and any improvement, fixtures and equipment located therein or thereon, and with respect to all other property of Lessee, real or personal, located in or on the Premises and used in connection with the operation of the Premises; (ii) any tax in lieu of or in addition to, or in connection with the operation of the Premises or any improvement thereon; (iii) any tax in lieu of or in addition to, or a substitution of a real property tax; and (iv) any tax or excise levied or assessed by any governmental authority on the Rent payable under this Lease or Rent accruing from use of the Premises, providing that this shall not include federal or state, corporate or personal income taxes. Lessee may contest by any lawful proceedings, in Lessee's or Lessor's name, any such Taxes. Lessor shall reasonably cooperate with Lessee and execute any documents reasonably requested by Lessee for such purpose, but Lessor shall not be required to incur any expense in providing such cooperation and Lessee shall indemnify and hold Lessor harmless from and against any detriment or damage incurred by Lessor arising out of or resulting from any such Tax contest. Taxes for any tax period in which the Term shall commence or expire shall be apportioned based on the number of days of such tax period in the Term of this Lease or any Option Period.

4.2 Insurance. Lessee shall obtain comprehensive general liability insurance applying to the use and occupancy of the Premises with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Lessor, any lender and Lessor's managing agent, if any, as additional insureds, shall insure the liability of Lessee under Section 12 of this Lease, and be in form and with companies with a Best's rating of not less than A-. Within fifteen (15) days of the Commencement Date, Lessee shall deliver to Lessor a certificate evidencing such insurance and that shall require no less than thirty (30) days' prior written notice to Lessor prior to any cancellation or material change to such insurance. No later than thirty (30) days' prior to

expiration of any policy, Lessee shall deliver a renewal certificate to Lessor for such insurance policy. Lessee may maintain the required liability insurance in the form of a blanket policy covering other locations of Lessee in addition to the Premises; provided, however, that Lessee shall provide Lessor with a certificate of insurance specifically naming the location of the Premises and naming Lessor as an additional insured as required in this Section, the limits of which coverage are to be in the amounts set forth in this Section. Lessee shall not have the right to self-insure any insurance coverage required of Lessee under this Lease.

## **SECTION 5. REPAIRS AND MAINTENANCE; ENVIRONMENTAL CONDITIONS.**

5.1 Repairs and Maintenance. Lessor shall, at Landlord's cost and expense, maintain the foundation, structural walls and roof structure (but not the membrane) of the Building in good order and repair. Except as set forth in the preceding sentence, Lessor shall have no obligation to repair, maintain and/or replace the Premises, the Building or any component of either. Lessee shall:

5.1.1 maintain all portions of the Building and the Premises that are not the responsibility of Lessor and all fixtures situated within the Premises in good order and repair;

5.1.2 maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Lessee's request and that serve the Premises;

5.1.3 make all necessary repairs and replacements to all portions of the Building and the Premises; and

5.1.4 not commit waste to the Premises or any part thereof. If Lessee fails to perform Lessee's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Lessee, except in an emergency when no notice shall be required, Lessor may enter upon the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of one and one-half percent (1½%) per month, as Additional Rent payable by Lessee with the next installment of Rent, provided that in the event such rate exceeds the maximum rate then allowed by law, the interest rate shall be such maximum rate allowed by law.

5.2 Environmental Condition. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's business that are generated, used, kept, stored, or disposed of in a manner that complies with all Laws regulating any such Hazardous Materials and with good business practices. Lessee covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. The preceding sentence shall not apply to Hazardous Materials that migrate on or under the Premises from sources located off the Premises. As to such migrating Hazardous Materials, the parties shall have such obligations as they may otherwise have under applicable law. Lessee shall promptly notify Lessor of any release of Hazardous

Materials in, on, or about the Premises or the Building that Lessee, or Lessee's agents or employees, becomes aware of during the Term of this Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities.

5.2.1 To the fullest extent permitted by Law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessee, its agents, employees or invitees on, in, or about the Premises and the Building which occurs during the term of this Lease.

5.2.2 To the fullest extent permitted by law, Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Premises and the Building.

5.2.3 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 5, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

## **SECTION 6. USE.**

6.1 Permitted Use. Lessee shall use the Building, Premises and all appurtenant rights thereto for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles and related activities only (the "Permitted Use") and for no other purpose or in any other manner without the prior written consent of Lessor. Lessor shall not unreasonably withhold its consent to any such use so long as such use is not contrary to any applicable law or regulation, a nuisance or offensive or which could cause injury or damage to the Premises. If Lessee is prevented from using the Premises for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles, as a result of the enforcement by any governmental entity with jurisdiction of any zoning or land use laws, regulations or ordinances, then Lessee may, by delivery of sixty (60) days prior written notice to Lessor, elect to terminate this Lease and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

6.2 Compliance with Laws. As of the Commencement Date, Lessee shall at its expense promptly comply and cause the Premises to comply with all applicable laws, statutes,

ordinances, rules and regulations of any public authority (the "Laws") applicable to the Premises and the Permitted Use. Notwithstanding the foregoing, if (i) any alteration of the Premises is required in order to comply with the Americans with Disabilities Act, and (ii) the cost of such alterations is less than \$30,000, then Lessor shall, at its expense, make such alteration, and the amount of such cost shall be amortized over the remaining term and extension periods as reasonably determined by Lessor and monthly Base Rent shall be increased by such amortized amount. If the cost of the required alteration is more than \$30,000, Lessor and Lessee shall negotiate, in good faith, to allocate such cost between them. If the parties are unable to agree on the allocation of such cost, then either party may elect to terminate the Lease by delivering ninety (90) days advance written notice to the other party, and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

## **SECTION 7. CASUALTY INSURANCE.**

7.1 During the Lease term, Lessee shall maintain in full force and effect a policy or policies of insurance covering the Building and the Premises, that shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Lessor's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Lessor reasonably deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under the casualty insurance carried hereunder shall be payable solely to Lessor, and Lessee shall have no interest therein. Lessee shall deliver to Lessor certificates of insurance showing the insurance required to be maintained pursuant to this Section within thirty (30) days of the Commencement Date and upon request of Lessor thereafter.

## **SECTION 8. UTILITIES AND SERVICES.**

8.1 General. Lessee shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Lessor makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building and the Premises.

Lessee shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Lessor, interruption of any service or utility shall not render Lessor liable to Lessee for damages, relieve Lessee from performance of Lessee's obligations under this Lease or be deemed an eviction or disturbance of Lessee's use and possession of the Premises. Lessee shall install surge protection systems for power provided to the Premises, and Lessee releases Lessor from all liability for any damage caused by any electrical surge.

## **SECTION 9. SURRENDER; HOLDOVER.**

9.1 Surrender. Lessee and those claiming by, through or under Lessee, shall, at any time prior to the expiration of the Term or prior termination thereof, then or within ten (10) days thereafter, remove all personal property, trade fixtures and any equipment installed by Lessee from the Building and the Premises, provided that if such removal causes any damage to the Premises, Lessee shall promptly repair the same. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary wear and tear. Lessee shall remove any conduits, wiring, cables or alterations installed by Lessee and shall repair all damage to the Premises and the Building resulting from that removal. If Lessee fails to remove any such personal property or alterations, including conduits, wiring, cable or alterations, those items shall be deemed abandoned, and Lessor may remove or dispose of such items without liability to Lessee or others, and Lessee shall reimburse Lessor for the cost of such removal and storage thereof upon demand.

9.2 Holdover. If Lessee fails to surrender the Premises and remove all its personal property as set forth herein, Lessor may either: (i) recognize Lessee as a month-to-month Lessee at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate; or (ii) evict Lessee from the Premises and recover all damages resulting from Lessee's wrongful holdover.

## **SECTION 10. ASSIGNMENT AND SUBLETTING.**

Lessee may assign its rights under this Lease or sublet any part of the Premises to any of its subsidiaries or other affiliates with equal or greater financial net worth to that of Lessee as of the Commencement Date from time to time or to any person who acquires all or substantially all of Lessee's assets in the State of Oregon and Washington. Except as set forth above, Lessee shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without having first provided thirty (30) days' written notice to Lessor and thereafter obtained Lessor's written consent. Lessee shall deliver written notice of Lessee's desire to assign or sublet all or any portion of the Premises and such notice shall include a recent audited financial statement and a statement of the intended use for such proposed assignee or sublessee. So long as any proposed sublessee or assignee is (i) compatible with Lessor's regular credit and use standards for the Premises and (ii) maintains an audited net worth equal to or greater than that of Lessee as of the Commencement Date, Lessor's consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve Lessee of its obligation to pay Rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting.

## **SECTION 11. DESTRUCTION BY CASUALTY.**

11.1 Major Damage. In case of Major Damage to the Building, Lessor or Lessee may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. "Major Damage" shall mean damage to the Building by fire or other casualty (i) that

causes more than twenty-five percent (25%) of the Building to be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or that is not required under this Lease to be covered by insurance. If neither Lessor nor Lessee terminates this Lease after any Major Damage, or if damage occurs to the Building that is not Major Damage, and subject to receipt by Lessor of sufficient insurance proceeds to perform such repairs, Lessor shall restore the Building to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty, Lessee shall promptly repair and restore all Lessee improvements or alterations installed or paid for by Lessee or pay the cost of such restoration to Lessor if Lessor performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage until the date restoration work to the Building is substantially complete.

## **SECTION 12. INDEMNITY BY LESSEE.**

12.1 Lessee shall indemnify, defend and hold harmless Lessor from and against any liabilities, injuries, claims, losses or damages arising from (a) any damage to any person or property occurring in, on or about the Premises during the Term unless caused by the gross negligence or willful misconduct of Lessor, its employees, contractors or agents, (b) the use by Lessee or its agents, invitees or contractors of the Premises, and/or (c) Lessee's breach or violation of any term of this Lease. Prior to taking possession of the Premises, Lessee shall provide Lessor with written certificate proof of insurance, or its self insurance, regarding its liability hereunder with respect to its equipment, employees and activities on the Premises.

## **SECTION 13. EMINENT DOMAIN.**

13.1 If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable opinion of Lessee unsuitable for Lessee's use, then either party may terminate this Lease by giving thirty (30) days' prior written notice to the other party, and such termination shall be effective on the date possession of the Building, Premises or portion of either is delivered to the condemning authority. If this Lease is not so terminated, Lessor shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Lessee is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Lessee's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Lessor.

## **SECTION 14. COVENANT OF QUIET ENJOYMENT.**

14.1 Lessor covenants that upon Lessee's payment of all Rent herein reserved and performing and observing all the terms and other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Premises throughout the full term of this Lease without any disturbance by any person claiming by or through Lessor.

## **SECTION 15. ALTERATIONS; SIGNS.**

15.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$10,000, without first having obtained Lessor's prior written consent, which consent Lessor shall not unreasonably withhold, condition or delay. If Lessor consents in writing to any proposed alteration of the Premises, Lessee shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor, and (B) cause all alterations to be completed promptly in compliance with Lessor-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Lessee shall immediately become part of the Premises, with title vested in Lessor. Lessor may require that Lessee remove any such improvements, alterations, wiring, cables or conduit installed by or for Lessee and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Lessee for any work in the Premises shall be subject to review and reasonable approval by Lessor, and Lessor may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Lessee. All work in the Premises by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Building or Lessee's interest in the Premises as a result of any work performed by or at Lessee's request.

15.2 Signs. Lessee may erect signs identifying Lessee's business after the date of this Lease, provided that Lessee obtains any approval for such sign required by the municipality in which the Premises are located and any other governmental entity with jurisdiction of the Premises.

15.3 Upon termination or expiration of this Lease, Lessee shall remove all signs and sign hardware at Lessee's sole cost and expense and Lessee shall restore the sign location to its former state. Should Lessee fail to remove signs and restore the sign locations, Lessor may do so and Lessee shall reimburse Lessor for the actual expense incurred by Lessor plus an administrative fee of 15% of such cost upon written demand of Lessor to Lessee.

## **SECTION 16. DEFAULT.**

16.1 Events of Default. Each of the following shall be an Event of Default by Lessee under this Lease:

16.1.1 Failure by Lessee to pay Rent, Taxes or Insurance or any other charge due under this Lease within ten (10) days after notice by Lessor to Lessee that the same is overdue.

16.1.2 Failure by Lessee to comply with any other obligation of this Lease within twenty (20) days following written notice from Lessor specifying the failure (except in the case of emergency, in which event Lessor shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Lessee's default requires more than twenty (20) days to correct, Lessee shall not be deemed in default of this Lease so long as Lessee commences the cure of such failure within such twenty (20)-day period and thereafter,

proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Lessor's notice of default.

16.1.3 Lessee's abandonment of the Premises or failure by Lessee to occupy the Premises within twenty (20) days after notice from Lessor.

16.1.4 Assignment or subletting by Lessee in violation of Section 10.

16.1.5 Lessee's failure to execute and deliver to Lessor the documents described in Section 30 within ten (10) days of written notice from Lessor.

16.1.6 Lessee's insolvency, business failure or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Lessee's properties or financial records.

16.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 16.1, Lessor may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

16.2.1 Lessor may terminate this Lease, reserving all rights to damages resulting from Lessee's breach. Whether or not Lessor terminates this Lease, Lessor may retake possession of the Premises and any relet or use of the Premises by Lessor shall not be deemed a surrender or waiver of Lessor's right to damages. If Lessor retakes possession of the Premises, Lessor's mitigation efforts shall be deemed sufficient if Lessor follows commercially reasonable procedures and otherwise complies with Law.

16.2.2 Lessee shall be liable to Lessor for all damages caused by Lessee's default, including, but not limited to, an amount equal to all unpaid and future Rent, Lease commissions incurred for this Lease, and the unamortized cost of all improvements to the Premises installed or paid for by Lessor. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Lessor may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

16.3 Lessor's Right To Cure Default. Lessor may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Lessee has failed to perform, as and when required hereunder. Lessee shall pay Lessor for all expenditures and costs incurred by Lessor in performing any obligation of Lessee and an administrative charge of 15% of such expenditures and costs, upon demand, with interest thereon at the rate of one and one-half percent (1½%) per month, or the highest rate allowed by Law, whichever is less. Lessor's right to cure any Lessee default is for the sole protection of Lessor and in no event shall Lessee be released from any obligation to perform all of Lessee's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Lessor of any other right

that Lessor may have arising from any default of this Lease by Lessee, whether or not Lessor exercises its rights under this Section.

16.4 **Lessor's Default.** Lessor shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Lessor fails to perform such obligation within thirty (30) days after written notice by Lessee to Lessor specifying the nature of Lessor's alleged default; provided, however, that if the nature of Lessor's alleged default is such that more than thirty (30) days are required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

16.5 The parties hereto agree that if at any time a dispute should arise as to the propriety or necessity of Lessee making any payment or performing any obligations required hereunder, Lessee may pay or perform the same under protest and such payment or performance under protest shall not be considered to be voluntary on the part of Lessee.

## **SECTION 17. ASSENTS.**

17.1 No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of, or failure by one party to insist on the other's prompt performance or observance of, any such covenant or condition shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. The payment by Lessee and acceptance by Lessor of rent or other payment hereunder or silence by either party as to any breach shall not be construed as waiving any of such party's rights hereunder unless such waiver is in writing.

## **SECTION 18. CUMULATIVE RIGHTS.**

18.1 Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

## **SECTION 19. NOTICES.**

19.1 Whenever in this Lease notice, demand or other communication is to be given or served by either party to this Lease to or upon the other, such notice shall be deemed to have been duly delivered, given or served if in writing and when sent by overnight air courier, personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served in the case of Lessor at its address shown at the beginning of this Lease or at the most recent place to which rental checks were mailed and in the case of Lessee at c/o United Site Services, Inc., 200 Friberg Parkway, Suite 4000, Westboro, MA 01581, Attention: Terry Bellora, President. Each party may change its above address for purposes of notices by notice to the other party in the manner hereinabove provided. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual

receipt, as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

## **SECTION 20. WAIVER OF SUBROGATION.**

20.1 Neither Lessor nor Lessee shall have any claim against the other or the employees, officers, directors, managers, agents, shareholders, partners or other owners of the other for any loss, damage or injury which is required to be covered by insurance in accordance with this Lease by such party or for such party's benefit, notwithstanding the negligence of either party in causing the loss. The foregoing waiver and release shall not apply, however, to any damage caused by intentionally wrongful actions or omissions of either party.

## **SECTION 21. ENTIRE AGREEMENT.**

21.1 This Lease contains the entire and exclusive agreement between the parties with respect to the lease of the Premises and supersedes all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by Lessor and Lessee.

## **SECTION 22. GOVERNING LAW AND SEVERABILITY.**

22.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made a part hereof.

## **SECTION 23. ATTORNEY'S FEES.**

23.1 In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorney's fees and costs resulting from such litigation. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Lessor and Lessee hereby expressly waive any right to require that any dispute under this Lease be heard before a jury.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

## **SECTION 24. HEADINGS.**

24.1 The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

## **SECTION 25. BINDING EFFECT.**

25.1 This Lease shall be binding upon and inure to the benefit of all successors and permitted assigns, including all permitted sub-Lessees, of the parties hereto.

## **SECTION 26. LEASEHOLD TITLE INSURANCE; NONDISTURBANCE.**

26.1 Lessor and Lessee shall execute a Memorandum of Lease, and Lessor shall execute affidavits regarding mechanics liens (except for any such liens that arise through actions or omissions of Lessee) and parties in possession in form and content reasonably satisfactory to Lessor, and take such other actions, as may be reasonably requested by Lessee to enable Lessee to obtain a leasehold title insurance policy on the Premises. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement by which the holder of such Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period. Lessor shall also use commercially reasonable efforts to obtain a nondisturbance agreement from any mortgagee of any part of the Premises from time to time, providing that so long as Lessee observes the terms of this Lease, Lessee's possession will not be disturbed following any foreclosure of the mortgage.

## **SECTION 27. LESSOR ACCESS.**

After reasonable notice to Lessee, Lessor may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Premises and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential future lessee. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Lessee's use of the Premises.

## **SECTION 28. CONVEYANCE BY LESSOR**

If the Premises is sold or otherwise conveyed by Lessor or any successor, including by foreclosure of any encumbrance, so long as Lessee is not in default beyond any applicable cure period, Lessor shall cause such successor to recognize Lessee's rights hereunder, and Lessee shall attorn to the buyer or transferee and recognize that party as Lessor under this Lease. If the buyer or transferee assumes all obligations of Lessor under this Lease accruing thereafter, Lessor shall be deemed released of all further liability to Lessee under this Lease.

## **SECTION 29. ESTOPPEL.**

At any time and from time to time upon not less than twenty (20) day's prior notice from either party, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Lessee is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of prepaid Rent; and such other matters as may be reasonably requested. If either party fails to

deliver a requested certificate within the specified time, such failure shall conclusively establish that the party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification except as may be represented by the requesting party. The parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Premises.

#### **SECTION 30. FORCE MAJEURE.**

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, such party shall be excused from such performance (but excluding any required payment of money) for the period of time equal to the time of that prevention or delay.

#### **SECTION 31. BROKERS.**

Each party represents that neither party has had any dealings with any real estate broker, finder or other person with respect to this Lease. Lessor and Lessee each agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 31.

#### **SECTION 32. LIMITATION ON LIABILITY.**

Notwithstanding anything to the contrary in this Lease, except for the sole active negligence of Lessor, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Premises.

#### **SECTION 33. TIME OF THE ESSENCE AND HOLIDAYS.**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

#### **SECTION 34. SUCCESSORS.**

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as of October 1, 2007.

In the presence of:

Lessor:

Blue Office, LLC

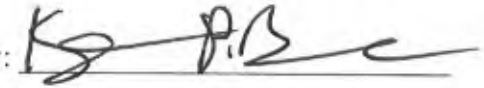
By: \_\_\_\_\_

Its

  
\_\_\_\_\_

Lessee:

United Site Services of Nevada, Inc.

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

Its: President and CEO

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as  
of \_\_\_\_\_, 2007.

In the presence of:

Lessor:

Blue Office, LLC

Anne Barragar

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

Its

member

Lessee:

United Site Services of Nevada, Inc.

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

Its

EXHIBIT A

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

A part of Section 11, Township 2 South, Range 2 East, of the W.M., more particularly described as follows:

Beginning at a point 32 links East and 6.95 chains South and 12 feet East of the one-quarter section post between Sections 10 and 11, Township 2 South, Range 2 East of the W.M.; thence from said beginning point East 146.5 feet; thence South 200 feet; thence West 146.5 feet; thence North 200 feet to the place of beginning.

TOGETHER with and subject to a non-exclusive easement for ingress, egress, and utility purposes over and under the strip of land in the Southwest one-quarter of Section 11, Township 2 South, Range 2 East, W.M., described as follows:

BEGINNING at the Northeast corner of a tract conveyed to Gustav Haberlach by Deed recorded in Book 67 at Page 255, which corner is described as 32 links East and 6.95 chains South of the one-quarter corner of the West line of said section; thence South along the East line of said tract to the center line of Foster Road; thence East along said centerline, 12 feet; thence North parallel with the East line of said Haberlach Tract, 438.9 feet, more or less, to the South line of a tract conveyed to Haberlach by Deed recorded in Book 81 at Page 438; thence West 12 feet to the point of beginning.

SUBJECT TO the statutory powers, including the power of assessment, of Clackamas County Service District No. 1.

SUBJECT TO the statutory powers, including the power of assessment, of Clackamas Water District.

SUBJECT TO the rights of the public in and to that portion lying within streets, roads and highways.

SUBJECT TO mortgage, including the terms and provisions thereof, executed by Patrick Joseph Downey and Joan Ann Downey, husband and wife, to State of Oregon, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, dated December 17, 1973, recorded December 17, 1973, Fee No. 73 38590, given to secure the payment of a note for \$19,500.00.

SUBJECT TO easement, including the terms and provisions thereof, for ingress, egress and utility purposes, 12 feet in width, from K. G. Bakke and J. A. Elting, to Merle E. Phillips, Jessie M. Phillips, doing business as Phillips Sanitary Service, dated November 22, 1974, recorded February 23, 1976, Fee No. 76 5619.

SUBJECT TO mortgage, including the terms and provisions thereof, executed by Patrick Joseph Downey and Joan Ann Downey, Husband and Wife, to the State of Oregon, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, dated May 6, 1981, recorded May 8, 1981, Fee No. 81 15969, given to secure the payment of a note for \$21,800.00.

## LEASE

**PARTIES.** This is a Lease between CP SAN LLC, an Oregon limited liability company, with an address at c/o Cliff Porter, 1865 SW 13<sup>th</sup> Court, Gresham, Oregon 97030 (hereinafter called the "Lessor"), and United Site Services of Nevada, Inc., a Nevada corporation (hereinafter called the "Lessee").

## RECITALS

A. On or about May 21, 1998, Lessor, as sublessee, sublet from Cascade-Phillips, Co., an Oregon corporation ("CPC"), as sublessor, certain real property and the structures thereon located at 12209 SE Hwy 212, Clackamas, Oregon 97015, which real property is more particularly described on Exhibit A, attached hereto (hereinafter the "Premises").

B. On or about October 1, 2007, Lessor assigned its interest as sublessee under the sublease to Lessee.

C. On or about May 8, 2008, Lessor acquired fee title to the Premises and the sublessor's interest under the sublease. Lessor and Lessee desired to terminate the sublease and enter into a direct lease of the Premises on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt in sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1. PREMISES.

1.1 Termination of Sublease. Lessor and Lessee hereby agree that the Sublease is terminated and is of no further force or effect.

1.2 Lease of Premises. Lessor hereby leases the Premises to Lessee and Lessee hereby hires the Premises from Lessor, upon the terms and conditions herein set forth.

1.3 Delivery of Possession and Commencement. Lessor shall deliver the Premises to Lessee in good condition and repair. Lessee acknowledges that Lessee accepts the Premises "As-is, Where-is" and as suitable for Lessee's intended use, in good and sanitary operating condition and repair, and without any other representation or warranty by Lessor as to the condition, use or occupancy.

## SECTION 2. TERM.

2.1 Term. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The initial term of this Lease shall be for fifty-one (51) consecutive months, including the partial calendar month in which the Commencement Date occurs and terminating September 30, 2012 (the "Term").

2.2 Option to Extend Term. So long as Lessee is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Lessor hereby grants Lessee

two (2) options to extend the initial term of this Lease for an additional period of sixty (60) months each (the "Option Periods") on the same terms, covenants and conditions of this Lease, except that rent shall be determined in accordance with paragraph 3.2 below. Lessee shall exercise each option, if at all, by giving Lessor written notice (the "Option Notice") at least one hundred eighty (180) days prior to the expiration of the Term or the immediately preceding Option Period of this Lease.

### **SECTION 3. RENT.**

3.1 Base Rent. Lessee agrees to pay to Lessor Base Rent at the rate of \$1,173.83 per month, payable in advance on the first day of each month during the Term.

3.2 Option Rent. If Lessee has duly exercised its option to extend the Term for the first Option Period, then on the first (1<sup>st</sup>) day of such Option Period (the "First Option Commencement Date") and each annual return of the First Option Commencement Date, Base Rent shall be increased as set forth herein. If Lessee has duly exercised its option to extend the Term for a second Option Period, on the first (1<sup>st</sup>) day of such second Option Period (the "Second Option Commencement Date") and each annual return of the Second Option Commencement Date, Base Rent shall be increased as set forth herein. Each date wherein Base Rent shall be subject to increase is referred to as an "Adjustment Date." On each Adjustment Date, Base Rent shall be increased to reflect the increase, if any, in the Consumer Price Index (the "CPI" and as hereinafter defined) between the Adjustment Date and the date on which Base Rent was last adjusted (the "Comparison Date"). For the purpose of adjusting Base Rent on the First Option Commencement Date, the Comparison Date shall be the last day of the fourth (4<sup>th</sup>) year of the Term of the Lease. On each Adjustment Date, the Base Rent then in effect shall be increased, but not decreased, by multiplying such Base Rent by a fraction, the numerator of which is the CPI published most recently before the applicable Adjustment Date, and the denominator of which is the CPI published most recently before the Comparison Date. In no event shall the Base Rent on any Adjustment Date be less than the Base Rent on the day immediately preceding such Adjustment Date.

For purposes hereof, Consumer Price Index shall be the Consumer Price Index – All Items (1982 - 84 = 100) For All Urban Consumers, Portland-Vancouver Metropolitan Area, issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI is discontinued during the Term, a comparable successor index reasonably acceptable to Lessor shall be used.

3.3 Rent. Lessee shall pay to Lessor all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Lessee.

3.4 Additional Rent. The term "Additional Rent" means any other sums payable by Lessee to Lessor under this Lease.

3.5 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Commencement Date occurs or the Lease expires or terminates on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.6 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one half percent (1½%) per month, or (ii) the maximum rate of interest then permitted by law. Lessor may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease. In addition to the Late Charge, Lessee shall pay Lessor an additional charge of \$75 for any checks returned due to insufficient funds.

3.7 Disputes. If Lessee disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Lessee shall give notice to Lessor not later than thirty (30) days after receipt of the notice from Lessor describing the charge or adjustment in question. If Lessee fails to give such notice to Lessor, the charge or adjustment by Lessor shall be conclusive and binding on Lessee. If Lessee delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one half (½) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Lessee does not exceed five percent (5%) of the challenged amounts, Lessee shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out of pocket costs and expenses incurred by Lessor in responding to the challenge. In the alternative, if the adjustment in favor of Lessee is equal to or exceeds five percent (5%) of the challenged amounts, Lessor shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Lessee in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Lessee as required by this Lease.

#### **SECTION 4. TAXES AND INSURANCE.**

4.1 Taxes. Lessee shall pay before delinquency all Taxes, assessments, licenses, fees and charges assessed, imposed or levied on (a) Lessee's business operations, (b) all trade fixtures, (c) any leasehold improvements, (d) merchandise and (e) other personal property in or about the Premises. Within ten (10) days of payment of such Taxes, Lessee shall deliver a written receipt from the taxing authority confirming such payment. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates, duties and assessments (including local improvement district assessments) levied or imposed by any governmental authority with respect to the Premises and any improvement, fixtures and equipment located therein or thereon, and with respect to all other property of Lessee, real or personal, located in or on the Premises and used in connection with the operation of the Premises; (ii) any tax in lieu of or in addition to, or in connection with the operation of the Premises or any improvement thereon; (iii) any tax in

lieu of or in addition to, or a substitution of a real property tax; and (iv) any tax or excise levied or assessed by any governmental authority on the Rent payable under this Lease or Rent accruing from use of the Premises, providing that this shall not include federal or state, corporate or personal income taxes. Lessee may contest by any lawful proceedings, in Lessee's or Lessor's name, any such Taxes. Lessor shall reasonably cooperate with Lessee and execute any documents reasonably requested by Lessee for such purpose, but Lessor shall not be required to incur any expense in providing such cooperation and Lessee shall indemnify and hold Lessor harmless from and against any detriment or damage incurred by Lessor arising out of or resulting from any such Tax contest. Taxes for any tax period in which the Term shall commence or expire shall be apportioned based on the number of days of such tax period in the Term of this Lease or any Option Period.

4.2 Insurance. Lessee shall obtain comprehensive general liability insurance applying to the use and occupancy of the Premises with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Lessor, any lender and Lessor's managing agent, if any, as additional insureds, shall insure the liability of Lessee under Section 12 of this Lease, and be in form and with companies with a Best's rating of not less than A-. Within fifteen (15) days of the Commencement Date, Lessee shall deliver to Lessor a certificate evidencing such insurance and that shall require no less than thirty (30) days' prior written notice to Lessor prior to any cancellation or material change to such insurance. No later than thirty (30) days' prior to expiration of any policy, Lessee shall deliver a renewal certificate to Lessor for such insurance policy. Lessee may maintain the required liability insurance in the form of a blanket policy covering other locations of Lessee in addition to the Premises; provided, however, that Lessee shall provide Lessor with a certificate of insurance specifically naming the location of the Premises and naming Lessor as an additional insured as required in this Section, the limits of which coverage are to be in the amounts set forth in this Section. Lessee shall not have the right to self-insure any insurance coverage required of Lessee under this Lease.

## **SECTION 5. REPAIRS AND MAINTENANCE; ENVIRONMENTAL CONDITIONS.**

5.1 Repairs and Maintenance. Lessor shall, at Landlord's cost and expense, maintain the foundation, structural walls and roof structure (but not the membrane) of the Building in good order and repair. Except as set forth in the preceding sentence, Lessor shall have no obligation to repair, maintain and/or replace the Premises, the Building or any component of either. Lessee shall:

5.1.1 maintain all portions of the Building and the Premises that are not the responsibility of Lessor and all fixtures situated within the Premises in good order and repair;

5.1.2 maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Lessee's request and that serve the Premises;

5.1.3 make all necessary repairs and replacements to all portions of the Building and the Premises; and

5.1.4 not commit waste to the Premises or any part thereof. If Lessee fails to perform Lessee's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Lessee, except in an emergency when no notice shall be required, Lessor may enter upon the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of one and one-half percent (1½%) per month, as Additional Rent payable by Lessee with the next installment of Rent, provided that in the event such rate exceeds the maximum rate then allowed by law, the interest rate shall be such maximum rate allowed by law.

5.2 Environmental Condition. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's business that are generated, used, kept, stored, or disposed of in a manner that complies with all Laws regulating any such Hazardous Materials and with good business practices. Lessee covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. The preceding sentence shall not apply to Hazardous Materials that migrate on or under the Premises from sources located off the Premises. As to such migrating Hazardous Materials, the parties shall have such obligations as they may otherwise have under applicable law. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Premises or the Building that Lessee, or Lessee's agents or employees, becomes aware of during the Term of this Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities.

5.2.1 To the fullest extent permitted by Law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessee, its agents, employees or invitees on, in, or about the Premises and the Building which occurs during the term of this Lease.

5.2.2 To the fullest extent permitted by law, Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Premises and the Building.

5.2.3 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The

provisions of this Section 5, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

## **SECTION 6. USE.**

6.1 Permitted Use. Lessee shall use the Building, Premises and all appurtenant rights thereto for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles and related activities only (the "Permitted Use") and for no other purpose or in any other manner without the prior written consent of Lessor. Lessor shall not unreasonably withhold its consent to any such use so long as such use is not contrary to any applicable law or regulation, a nuisance or offensive or which could cause injury or damage to the Premises. If Lessee is prevented from using the Premises for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles, as a result of the enforcement by any governmental entity with jurisdiction of any zoning or land use laws, regulations or ordinances, then Lessee may, by delivery of sixty (60) days prior written notice to Lessor, elect to terminate this Lease and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

6.2 Compliance with Laws. As of the Commencement Date, Lessee shall at its expense promptly comply and cause the Premises to comply with all applicable laws, statutes, ordinances, rules and regulations of any public authority (the "Laws") applicable to the Premises and the Permitted Use. Notwithstanding the foregoing, if (i) any alteration of the Premises is required in order to comply with the Americans with Disabilities Act, and (ii) the cost of such alterations is less than \$30,000, then Lessor shall, at its expense, make such alteration, and the amount of such cost shall be amortized over the remaining term and extension periods as reasonably determined by Lessor and monthly Base Rent shall be increased by such amortized amount. If the cost of the required alteration is more than \$30,000, Lessor and Lessee shall negotiate, in good faith, to allocate such cost between them. If the parties are unable to agree on the allocation of such cost, then either party may elect to terminate the Lease by delivering ninety (90) days advance written notice to the other party, and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

## **SECTION 7. CASUALTY INSURANCE.**

7.1 During the Lease term, Lessee shall maintain in full force and effect a policy or policies of insurance covering the Building and the Premises, that shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Lessor's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Lessor reasonably deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under the casualty insurance carried hereunder shall be payable solely to Lessor, and Lessee shall have no interest therein. Lessee shall deliver to Lessor certificates of insurance showing the insurance required to be

maintained pursuant to this Section within thirty (30) days of the Commencement Date and upon request of Lessor thereafter.

## **SECTION 8. UTILITIES AND SERVICES.**

8.1 General. Lessee shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Lessor makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building and the Premises.

Lessee shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Lessor, interruption of any service or utility shall not render Lessor liable to Lessee for damages, relieve Lessee from performance of Lessee's obligations under this Lease or be deemed an eviction or disturbance of Lessee's use and possession of the Premises. Lessee shall install surge protection systems for power provided to the Premises, and Lessee releases Lessor from all liability for any damage caused by any electrical surge.

## **SECTION 9. SURRENDER; HOLDOVER.**

9.1 Surrender. Lessee and those claiming by, through or under Lessee, shall, at any time prior to the expiration of the Term or prior termination thereof, then or within ten (10) days thereafter, remove all personal property, trade fixtures and any equipment installed by Lessee from the Building and the Premises, provided that if such removal causes any damage to the Premises, Lessee shall promptly repair the same. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary wear and tear. Lessee shall remove any conduits, wiring, cables or alterations installed by Lessee and shall repair all damage to the Premises and the Building resulting from that removal. If Lessee fails to remove any such personal property or alterations, including conduits, wiring, cable or alterations, those items shall be deemed abandoned, and Lessor may remove or dispose of such items without liability to Lessee or others, and Lessee shall reimburse Lessor for the cost of such removal and storage thereof upon demand.

9.2 Holdover. If Lessee fails to surrender the Premises and remove all its personal property as set forth herein, Lessor may either: (i) recognize Lessee as a month-to-month Lessee at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate; or (ii) evict Lessee from the Premises and recover all damages resulting from Lessee's wrongful holdover.

## **SECTION 10. ASSIGNMENT AND SUBLETTING.**

Lessee may assign its rights under this Lease or sublet any part of the Premises to any of its subsidiaries or other affiliates with equal or greater financial net worth to that of Lessee as of the Commencement Date from time to time or to any person who acquires all or substantially all

of Lessee's assets in the State of Oregon and Washington. Except as set forth above, Lessee shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without having first provided thirty (30) days' written notice to Lessor and thereafter obtained Lessor's written consent. Lessee shall deliver written notice of Lessee's desire to assign or sublet all or any portion of the Premises and such notice shall include a recent audited financial statement and a statement of the intended use for such proposed assignee or sublessee. So long as any proposed sublessee or assignee is (i) compatible with Lessor's regular credit and use standards for the Premises and (ii) maintains an audited net worth equal to or greater than that of Lessee as of the Commencement Date, Lessor's consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve Lessee of its obligation to pay Rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting.

#### **SECTION 11. DESTRUCTION BY CASUALTY.**

11.1 Major Damage. In case of Major Damage to the Building, Lessor or Lessee may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. "Major Damage" shall mean damage to the Building by fire or other casualty (i) that causes more than twenty-five percent (25%) of the Building to be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or that is not required under this Lease to be covered by insurance. If neither Lessor nor Lessee terminates this Lease after any Major Damage, or if damage occurs to the Building that is not Major Damage, and subject to receipt by Lessor of sufficient insurance proceeds to perform such repairs, Lessor shall restore the Building to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty, Lessee shall promptly repair and restore all Lessee improvements or alterations installed or paid for by Lessee or pay the cost of such restoration to Lessor if Lessor performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage until the date restoration work to the Building is substantially complete.

#### **SECTION 12. INDEMNITY BY LESSEE.**

12.1 Lessee shall indemnify, defend and hold harmless Lessor from and against any liabilities, injuries, claims, losses or damages arising from (a) any damage to any person or property occurring in, on or about the Premises during the Term unless caused by the gross negligence or willful misconduct of Lessor, its employees, contractors or agents, (b) the use by Lessee or its agents, invitees or contractors of the Premises, and/or (c) Lessee's breach or violation of any term of this Lease. Prior to taking possession of the Premises, Lessee shall provide Lessor with written certificate proof of insurance, or its self insurance, regarding its liability hereunder with respect to its equipment, employees and activities on the Premises.

#### **SECTION 13. EMINENT DOMAIN.**

13.1 If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable opinion of Lessee unsuitable

for Lessee's use, then either party may terminate this Lease by giving thirty (30) days' prior written notice to the other party, and such termination shall be effective on the date possession of the Building, Premises or portion of either is delivered to the condemning authority. If this Lease is not so terminated, Lessor shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Lessee is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Lessee's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Lessor.

#### **SECTION 14. COVENANT OF QUIET ENJOYMENT.**

14.1 Lessor covenants that upon Lessee's payment of all Rent herein reserved and performing and observing all the terms and other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Premises throughout the full term of this Lease without any disturbance by any person claiming by or through Lessor.

#### **SECTION 15. ALTERATIONS; SIGNS.**

15.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$10,000, without first having obtained Lessor's prior written consent, which consent Lessor shall not unreasonably withhold, condition or delay. If Lessor consents in writing to any proposed alteration of the Premises, Lessee shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor, and (B) cause all alterations to be completed promptly in compliance with Lessor-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Lessee shall immediately become part of the Premises, with title vested in Lessor. Lessor may require that Lessee remove any such improvements, alterations, wiring, cables or conduit installed by or for Lessee and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Lessee for any work in the Premises shall be subject to review and reasonable approval by Lessor, and Lessor may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Lessee. All work in the Premises by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Building or Lessee's interest in the Premises as a result of any work performed by or at Lessee's request.

15.2 Signs. Lessee may erect signs identifying Lessee's business after the date of this Lease, provided that Lessee obtains any approval for such sign required by the municipality in which the Premises are located and any other governmental entity with jurisdiction of the Premises.

15.3 Upon termination or expiration of this Lease, Lessee shall remove all signs and sign hardware at Lessee's sole cost and expense and Lessee shall restore the sign location to its former state. Should Lessee fail to remove signs and restore the sign locations, Lessor may do so

and Lessee shall reimburse Lessor for the actual expense incurred by Lessor plus an administrative fee of 15% of such cost upon written demand of Lessor to Lessee.

## **SECTION 16. DEFAULT.**

16.1 Events of Default. Each of the following shall be an Event of Default by Lessee under this Lease:

16.1.1 Failure by Lessee to pay Rent, Taxes or Insurance or any other charge due under this Lease within ten (10) days after notice by Lessor to Lessee that the same is overdue.

16.1.2 Failure by Lessee to comply with any other obligation of this Lease within twenty (20) days following written notice from Lessor specifying the failure (except in the case of emergency, in which event Lessor shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Lessee's default requires more than twenty (20) days to correct, Lessee shall not be deemed in default of this Lease so long as Lessee commences the cure of such failure within such twenty (20)-day period and thereafter, proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Lessor's notice of default.

16.1.3 Lessee's abandonment of the Premises or failure by Lessee to occupy the Premises within twenty (20) days after notice from Lessor.

16.1.4 Assignment or subletting by Lessee in violation of Section 10.

16.1.5 Lessee's failure to execute and deliver to Lessor the documents described in Section 30 within ten (10) days of written notice from Lessor.

16.1.6 Lessee's insolvency, business failure or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Lessee's properties or financial records.

16.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 16.1, Lessor may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

16.2.1 Lessor may terminate this Lease, reserving all rights to damages resulting from Lessee's breach. Whether or not Lessor terminates this Lease, Lessor may retake possession of the Premises and any relet or use of the Premises by Lessor shall not be deemed a surrender or waiver of Lessor's right to damages. If Lessor retakes possession of the Premises, Lessor's mitigation efforts shall be deemed sufficient if Lessor follows commercially reasonable procedures and otherwise complies with Law.

16.2.2 Lessee shall be liable to Lessor for all damages caused by Lessee's default, including, but not limited to, an amount equal to all unpaid and future Rent, Lease commissions incurred for this Lease, and the unamortized cost of all improvements to the

Premises installed or paid for by Lessor. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Lessor may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

16.3 Lessor's Right To Cure Default. Lessor may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Lessee has failed to perform, as and when required hereunder. Lessee shall pay Lessor for all expenditures and costs incurred by Lessor in performing any obligation of Lessee and an administrative charge of 15% of such expenditures and costs, upon demand, with interest thereon at the rate of one and one-half percent (1½%) per month, or the highest rate allowed by Law, whichever is less. Lessor's right to cure any Lessee default is for the sole protection of Lessor and in no event shall Lessee be released from any obligation to perform all of Lessee's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Lessor of any other right that Lessor may have arising from any default of this Lease by Lessee, whether or not Lessor exercises its rights under this Section.

16.4 Lessor's Default. Lessor shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Lessor fails to perform such obligation within thirty (30) days after written notice by Lessee to Lessor specifying the nature of Lessor's alleged default; provided, however, that if the nature of Lessor's alleged default is such that more than thirty (30) days are required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

16.5 The parties hereto agree that if at any time a dispute should arise as to the propriety or necessity of Lessee making any payment or performing any obligations required hereunder, Lessee may pay or perform the same under protest and such payment or performance under protest shall not be considered to be voluntary on the part of Lessee.

## **SECTION 17. ASSENTS.**

17.1 No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of, or failure by one party to insist on the other's prompt performance or observance of, any such covenant or condition shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. The payment by Lessee and acceptance by Lessor of rent or other payment hereunder or silence by either party as to any breach shall not be construed as waiving any of such party's rights hereunder unless such waiver is in writing.

## **SECTION 18. CUMULATIVE RIGHTS.**

18.1 Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

## **SECTION 19. NOTICES.**

19.1 Whenever in this Lease notice, demand or other communication is to be given or served by either party to this Lease to or upon the other, such notice shall be deemed to have been duly delivered, given or served if in writing and when sent by overnight air courier, personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served in the case of Lessor at its address shown at the beginning of this Lease or at the most recent place to which rental checks were mailed and in the case of Lessee at c/o United Site Services, Inc., 200 Friberg Parkway, Suite 4000, Westboro, MA 01581, Attention: Kevin P. Bruce, CEO. Each party may change its above address for purposes of notices by notice to the other party in the manner hereinabove provided. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

## **SECTION 20. WAIVER OF SUBROGATION.**

20.1 Neither Lessor nor Lessee shall have any claim against the other or the employees, officers, directors, managers, agents, shareholders, partners or other owners of the other for any loss, damage or injury which is required to be covered by insurance in accordance with this Lease by such party or for such party's benefit, notwithstanding the negligence of either party in causing the loss. The foregoing waiver and release shall not apply, however, to any damage caused by intentionally wrongful actions or omissions of either party.

## **SECTION 21. ENTIRE AGREEMENT.**


21.1 This Lease contains the entire and exclusive agreement between the parties with respect to the lease of the Premises and supersedes all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by Lessor and Lessee.

## **SECTION 22. GOVERNING LAW AND SEVERABILITY.**

22.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made a part hereof.

### **SECTION 23. ATTORNEY'S FEES.**

23.1 In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorney's fees and costs resulting from such litigation. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Lessor and Lessee hereby expressly waive any right to require that any dispute under this Lease be heard before a jury.

  
\_\_\_\_\_  
Lessor

  
\_\_\_\_\_  
Lessee

### **SECTION 24. HEADINGS.**

24.1 The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

### **SECTION 25. BINDING EFFECT.**

25.1 This Lease shall be binding upon and inure to the benefit of all successors and permitted assigns, including all permitted sub-Lessees, of the parties hereto.

### **SECTION 26. LEASEHOLD TITLE INSURANCE; NONDISTURBANCE.**

26.1 Lessor and Lessee shall execute a Memorandum of Lease, and Lessor shall execute affidavits regarding mechanics liens (except for any such liens that arise through actions or omissions of Lessee) and parties in possession in form and content reasonably satisfactory to Lessor, and take such other actions, as may be reasonably requested by Lessee to enable Lessee to obtain a leasehold title insurance policy on the Premises. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement by which the holder of such Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period. Lessor shall also use commercially reasonable efforts to obtain a nondisturbance agreement from any mortgagee of any part of the Premises from time to time, providing that so long as Lessee observes the terms of this Lease, Lessee's possession will not be disturbed following any foreclosure of the mortgage.

### **SECTION 27. LESSOR ACCESS.**

After reasonable notice to Lessee, Lessor may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Premises and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential future lessee. Except in case

of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Lessee's use of the Premises.

#### **SECTION 28. CONVEYANCE BY LESSOR**

If the Premises is sold or otherwise conveyed by Lessor or any successor, including by foreclosure of any encumbrance, so long as Lessee is not in default beyond any applicable cure period, Lessor shall cause such successor to recognize Lessee's rights hereunder, and Lessee shall attorn to the buyer or transferee and recognize that party as Lessor under this Lease. If the buyer or transferee assumes all obligations of Lessor under this Lease accruing thereafter, Lessor shall be deemed released of all further liability to Lessee under this Lease.

#### **SECTION 29. ESTOPPEL.**

At any time and from time to time upon not less than twenty (20) day's prior notice from either party, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Lessee is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of prepaid Rent; and such other matters as may be reasonably requested. If either party fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that the party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification except as may be represented by the requesting party. The parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Premises.

#### **SECTION 30. FORCE MAJEURE.**

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, such party shall be excused from such performance (but excluding any required payment of money) for the period of time equal to the time of that prevention or delay.

#### **SECTION 31. BROKERS.**

Each party represents that neither party has had any dealings with any real estate broker, finder or other person with respect to this Lease. Lessor and Lessee each agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 31.

#### **SECTION 32. LIMITATION ON LIABILITY.**

Notwithstanding anything to the contrary in this Lease, except for the sole active negligence of Lessor, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties,

(iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Premises.

### **SECTION 33. TIME OF THE ESSENCE AND HOLIDAYS.**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

### **SECTION 34. SUCCESSORS.**

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

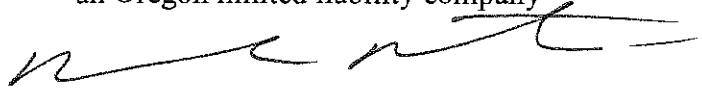
[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as of May 8, 2008.

In the presence of:

Lessor:

CP SAN, LLC,  
an Oregon limited liability company



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

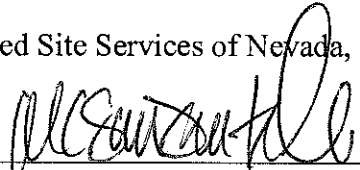
Cliff Porter

Its: Managing Member

\_\_\_\_\_

Lessee:

United Site Services of Nevada, Inc.

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

Mark C. San Fratello

Its: Vice President and COO

\_\_\_\_\_

## **EXHIBIT A**

A part of Section 11, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point 32 links East and 6.95 chains South and 12 feet East of the one-quarter section post between Sections 10 and 11, Township 2 South, Range 2 East of the Willamette Meridian; thence from said beginning point East 146.5 feet; thence South 200 feet; thence West 146.5 feet; thence North 200 feet to the place of beginning.

TOGETHER WITH and subject to a nonexclusive easement for ingress, egress, and utility purposes over and under the strip of land in the Southwest one-quarter of Section 11, Township 2 South, Range 2 East, of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of a tract conveyed to Gustav Haberlach by Deed recorded in Book 67 at page 255, which corner is described as 32 links East and 6.95 chains South of the one-quarter corner of the West line of said section; thence South along the East line of said tract to the center line of Foster Road; thence East along said center line, 12 feet; thence North parallel with the East line of said Haberlach tract, 438.9 feet, more or less, to the South line of a tract conveyed to Haberlach by Deed recorded in Book 81 at page 438; thence West 12 feet to the point of beginning.

## **LEASE**

**PARTIES.** This is a Lease between Red Shop, LLC, an Oregon limited liability company with an address at c/o Cliff Porter, 1865 SW 13<sup>th</sup> Court, Gresham, Oregon 97030 (hereinafter called the "Lessor"), and United Site Services of Nevada, Inc., a Nevada corporation (hereinafter called the "Lessee").

### **SECTION 1. PREMISES.**

1.1 Lease of Premises. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, upon the terms and conditions herein set forth, certain real property, including any structures thereon, at 12275 SE Highway 212, Clackamas, Oregon 97015, more particularly described in Exhibit "A" attached hereto (hereinafter called the "Premises").

1.2 Delivery of Possession and Commencement. Lessor shall deliver the Premises to Lessee in good condition and repair. Lessee acknowledges that Lessee accepts the Premises "As-is, Where-is" and as suitable for Lessee's intended use, in good and sanitary operating condition and repair, and without any other representation or warranty by Lessor as to the condition, use or occupancy.

### **SECTION 2. TERM.**

2.1 Term. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The initial term of this Lease shall be for sixty (60) consecutive months, commencing on the Commencement Date (the "Term").

2.2 Option to Extend Term. So long as Lessee is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Lessor hereby grants Lessee two (2) options to extend the initial term of this Lease for an additional period of sixty (60) months each (the "Option Periods") on the same terms, covenants and conditions of this Lease, except that rent shall be determined in accordance with paragraph 3.2 below. Lessee shall exercise each option, if at all, by giving Lessor written notice (the "Option Notice") at least one hundred eighty (180) days prior to the expiration of the Term or the immediately preceding Option Period of this Lease.

### **SECTION 3. RENT.**

3.1 Base Rent. Lessee agrees to pay to Lessor Base Rent at the rate of \$1,491.00 per month, payable in advance on the first day of each month during the Term.

3.2 Option Rent. If Lessee has duly exercised its option to extend the Term for the first Option Period, then on the first (1<sup>st</sup>) day of such Option Period (the "First Option Commencement Date") and each annual return of the First Option Commencement Date, Base Rent shall be increased as set forth herein. If Lessee has duly exercised its option to extend the Term for a second Option Period, on the first (1<sup>st</sup>) day of such second Option Period (the "Second Option Commencement Date") and each annual return of the Second Option Commencement Date, Base Rent shall be increased as set forth herein. Each date wherein Base Rent shall be subject to increase is referred to as an "Adjustment Date." On each Adjustment

Date, Base Rent shall be increased to reflect the increase, if any, in the Consumer Price Index (the "CPI" and as hereinafter defined) between the Adjustment Date and the date on which Base Rent was last adjusted (the "Comparison Date"). For the purpose of adjusting Base Rent on the First Option Commencement Date, the Comparison Date shall be the last day of the fourth (4<sup>th</sup>) year of the Term of the Lease. On each Adjustment Date, the Base Rent then in effect shall be increased, but not decreased, by multiplying such Base Rent by a fraction, the numerator of which is the CPI published most recently before the applicable Adjustment Date, and the denominator of which is the CPI published most recently before the Comparison Date. In no event shall the Base Rent on any Adjustment Date be less than the Base Rent on the day immediately preceding such Adjustment Date.

For purposes hereof, Consumer Price Index shall be the Consumer Price Index - All Items (1982 - 84 = 100) For All Urban Consumers, Portland-Vancouver Metropolitan Area, issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI is discontinued during the Term, a comparable successor index reasonably acceptable to Lessor shall be used.

3.3 Rent. Lessee shall pay to Lessor all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Lessee.

3.4 Additional Rent. The term "Additional Rent" means any other sums payable by Lessee to Lessor under this Lease.

3.5 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Commencement Date occurs or the Lease expires or terminates on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.6 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one half percent (1½%) per month, or (ii) the maximum rate of interest then permitted by law. Lessor may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease. In addition to the Late Charge, Lessee shall pay Lessor an additional charge of \$75 for any checks returned due to insufficient funds.

3.7 Disputes. If Lessee disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Lessee shall give notice to Lessor not later than thirty (30) days after receipt of the notice from Lessor describing the charge or adjustment in question. If Lessee

fails to give such notice to Lessor, the charge or adjustment by Lessor shall be conclusive and binding on Lessee. If Lessee delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one half (½) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Lessee does not exceed five percent (5%) of the challenged amounts, Lessee shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out of pocket costs and expenses incurred by Lessor in responding to the challenge. In the alternative, if the adjustment in favor of Lessee is equal to or exceeds five percent (5%) of the challenged amounts, Lessor shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Lessee in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Lessee as required by this Lease.

#### **SECTION 4. TAXES AND INSURANCE.**

4.1 Taxes. Lessee shall pay before delinquency all Taxes, assessments, licenses, fees and charges assessed, imposed or levied on (a) Lessee's business operations, (b) all trade fixtures, (c) any leasehold improvements, (d) merchandise and (e) other personal property in or about the Premises. Within ten (10) days of payment of such Taxes, Lessee shall deliver a written receipt from the taxing authority confirming such payment. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates, duties and assessments (including local improvement district assessments) levied or imposed by any governmental authority with respect to the Premises and any improvement, fixtures and equipment located therein or thereon, and with respect to all other property of Lessee, real or personal, located in or on the Premises and used in connection with the operation of the Premises; (ii) any tax in lieu of or in addition to, or in connection with the operation of the Premises or any improvement thereon; (iii) any tax in lieu of or in addition to, or a substitution of a real property tax; and (iv) any tax or excise levied or assessed by any governmental authority on the Rent payable under this Lease or Rent accruing from use of the Premises, providing that this shall not include federal or state, corporate or personal income taxes. Lessee may contest by any lawful proceedings, in Lessee's or Lessor's name, any such Taxes. Lessor shall reasonably cooperate with Lessee and execute any documents reasonably requested by Lessee for such purpose, but Lessor shall not be required to incur any expense in providing such cooperation and Lessee shall indemnify and hold Lessor harmless from and against any detriment or damage incurred by Lessor arising out of or resulting from any such Tax contest. Taxes for any tax period in which the Term shall commence or expire shall be apportioned based on the number of days of such tax period in the Term of this Lease or any Option Period.

4.2 Insurance. Lessee shall obtain comprehensive general liability insurance applying to the use and occupancy of the Premises with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Lessor, any lender and Lessor's managing agent, if any, as additional insureds, shall insure the liability of Lessee under Section 12 of this Lease, and be in form and with companies with a Best's rating of not less than A-. Within fifteen (15) days of the Commencement Date, Lessee shall deliver to Lessor a certificate evidencing such insurance and that shall require no less than thirty (30) days' prior written notice to Lessor prior to any cancellation or material change to such insurance. No later than thirty (30) days' prior to

expiration of any policy, Lessee shall deliver a renewal certificate to Lessor for such insurance policy. Lessee may maintain the required liability insurance in the form of a blanket policy covering other locations of Lessee in addition to the Premises; provided, however, that Lessee shall provide Lessor with a certificate of insurance specifically naming the location of the Premises and naming Lessor as an additional insured as required in this Section, the limits of which coverage are to be in the amounts set forth in this Section. Lessee shall not have the right to self-insure any insurance coverage required of Lessee under this Lease.

## **SECTION 5. REPAIRS AND MAINTENANCE; ENVIRONMENTAL CONDITIONS.**

5.1 Repairs and Maintenance. Lessor shall, at Landlord's cost and expense, maintain the foundation, structural walls and roof structure (but not the membrane) of the Building in good order and repair. Except as set forth in the preceding sentence, Lessor shall have no obligation to repair, maintain and/or replace the Premises, the Building or any component of either. Lessee shall:

5.1.1 maintain all portions of the Building and the Premises that are not the responsibility of Lessor and all fixtures situated within the Premises in good order and repair;

5.1.2 maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Lessee's request and that serve the Premises;

5.1.3 make all necessary repairs and replacements to all portions of the Building and the Premises; and

5.1.4 not commit waste to the Premises or any part thereof. If Lessee fails to perform Lessee's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Lessee, except in an emergency when no notice shall be required, Lessor may enter upon the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of one and one-half percent (1½%) per month, as Additional Rent payable by Lessee with the next installment of Rent, provided that in the event such rate exceeds the maximum rate then allowed by law, the interest rate shall be such maximum rate allowed by law.

5.2 Environmental Condition. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's business that are generated, used, kept, stored, or disposed of in a manner that complies with all Laws regulating any such Hazardous Materials and with good business practices. Lessee covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. The preceding sentence shall not apply to Hazardous Materials that migrate on or under the Premises from sources located off the Premises. As to such migrating Hazardous Materials, the parties shall have such obligations as they may otherwise have under applicable law. Lessee shall promptly notify Lessor of any release of Hazardous

Materials in, on, or about the Premises or the Building that Lessee, or Lessee's agents or employees, becomes aware of during the Term of this Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities.

5.2.1 To the fullest extent permitted by Law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessee, its agents, employees or invitees on, in, or about the Premises and the Building which occurs during the term of this Lease.

5.2.2 To the fullest extent permitted by law, Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Premises and the Building.

5.2.3 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 5, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

## **SECTION 6. USE.**

6.1 Permitted Use. Lessee shall use the Building, Premises and all appurtenant rights thereto for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles and related activities only (the "Permitted Use") and for no other purpose or in any other manner without the prior written consent of Lessor. Lessor shall not unreasonably withhold its consent to any such use so long as such use is not contrary to any applicable law or regulation, a nuisance or offensive or which could cause injury or damage to the Premises. If Lessee is prevented from using the Premises for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles, as a result of the enforcement by any governmental entity with jurisdiction of any zoning or land use laws, regulations or ordinances, then Lessee may, by delivery of sixty (60) days prior written notice to Lessor, elect to terminate this Lease and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

6.2 Compliance with Laws. As of the Commencement Date, Lessee shall at its expense promptly comply and cause the Premises to comply with all applicable laws, statutes,

ordinances, rules and regulations of any public authority (the "Laws") applicable to the Premises and the Permitted Use. Notwithstanding the foregoing, if (i) any alteration of the Premises is required in order to comply with the Americans with Disabilities Act, and (ii) the cost of such alterations is less than \$30,000, then Lessor shall, at its expense, make such alteration, and the amount of such cost shall be amortized over the remaining term and extension periods as reasonably determined by Lessor and monthly Base Rent shall be increased by such amortized amount. If the cost of the required alteration is more than \$30,000, Lessor and Lessee shall negotiate, in good faith, to allocate such cost between them. If the parties are unable to agree on the allocation of such cost, then either party may elect to terminate the Lease by delivering ninety (90) days advance written notice to the other party, and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

## **SECTION 7. CASUALTY INSURANCE.**

7.1 During the Lease term, Lessee shall maintain in full force and effect a policy or policies of insurance covering the Building and the Premises, that shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Lessor's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Lessor reasonably deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under the casualty insurance carried hereunder shall be payable solely to Lessor, and Lessee shall have no interest therein. Lessee shall deliver to Lessor certificates of insurance showing the insurance required to be maintained pursuant to this Section within thirty (30) days of the Commencement Date and upon request of Lessor thereafter.

## **SECTION 8. UTILITIES AND SERVICES.**

8.1 General. Lessee shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Lessor makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building and the Premises.

Lessee shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Lessor, interruption of any service or utility shall not render Lessor liable to Lessee for damages, relieve Lessee from performance of Lessee's obligations under this Lease or be deemed an eviction or disturbance of Lessee's use and possession of the Premises. Lessee shall install surge protection systems for power provided to the Premises, and Lessee releases Lessor from all liability for any damage caused by any electrical surge.

## **SECTION 9. SURRENDER; HOLDOVER.**

9.1 Surrender. Lessee and those claiming by, through or under Lessee, shall, at any time prior to the expiration of the Term or prior termination thereof, then or within ten (10) days thereafter, remove all personal property, trade fixtures and any equipment installed by Lessee from the Building and the Premises, provided that if such removal causes any damage to the Premises, Lessee shall promptly repair the same. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary wear and tear. Lessee shall remove any conduits, wiring, cables or alterations installed by Lessee and shall repair all damage to the Premises and the Building resulting from that removal. If Lessee fails to remove any such personal property or alterations, including conduits, wiring, cable or alterations, those items shall be deemed abandoned, and Lessor may remove or dispose of such items without liability to Lessee or others, and Lessee shall reimburse Lessor for the cost of such removal and storage thereof upon demand.

9.2 Holdover. If Lessee fails to surrender the Premises and remove all its personal property as set forth herein, Lessor may either: (i) recognize Lessee as a month-to-month Lessee at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate; or (ii) evict Lessee from the Premises and recover all damages resulting from Lessee's wrongful holdover.

## **SECTION 10. ASSIGNMENT AND SUBLETTING.**

Lessee may assign its rights under this Lease or sublet any part of the Premises to any of its subsidiaries or other affiliates with equal or greater financial net worth to that of Lessee as of the Commencement Date from time to time or to any person who acquires all or substantially all of Lessee's assets in the State of Oregon and Washington. Except as set forth above, Lessee shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without having first provided thirty (30) days' written notice to Lessor and thereafter obtained Lessor's written consent. Lessee shall deliver written notice of Lessee's desire to assign or sublet all or any portion of the Premises and such notice shall include a recent audited financial statement and a statement of the intended use for such proposed assignee or sublessee. So long as any proposed sublessee or assignee is (i) compatible with Lessor's regular credit and use standards for the Premises and (ii) maintains an audited net worth equal to or greater than that of Lessee as of the Commencement Date, Lessor's consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve Lessee of its obligation to pay Rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting.

## **SECTION 11. DESTRUCTION BY CASUALTY.**

11.1 Major Damage. In case of Major Damage to the Building, Lessor or Lessee may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. "Major Damage" shall mean damage to the Building by fire or other casualty (i) that

causes more than twenty-five percent (25%) of the Building to be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or that is not required under this Lease to be covered by insurance. If neither Lessor nor Lessee terminates this Lease after any Major Damage, or if damage occurs to the Building that is not Major Damage, and subject to receipt by Lessor of sufficient insurance proceeds to perform such repairs, Lessor shall restore the Building to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty, Lessee shall promptly repair and restore all Lessee improvements or alterations installed or paid for by Lessee or pay the cost of such restoration to Lessor if Lessor performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage until the date restoration work to the Building is substantially complete.

## **SECTION 12. INDEMNITY BY LESSEE.**

12.1 Lessee shall indemnify, defend and hold harmless Lessor from and against any liabilities, injuries, claims, losses or damages arising from (a) any damage to any person or property occurring in, on or about the Premises during the Term unless caused by the gross negligence or willful misconduct of Lessor, its employees, contractors or agents, (b) the use by Lessee or its agents, invitees or contractors of the Premises, and/or (c) Lessee's breach or violation of any term of this Lease. Prior to taking possession of the Premises, Lessee shall provide Lessor with written certificate proof of insurance, or its self insurance, regarding its liability hereunder with respect to its equipment, employees and activities on the Premises.

## **SECTION 13. EMINENT DOMAIN.**

13.1 If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable opinion of Lessee unsuitable for Lessee's use, then either party may terminate this Lease by giving thirty (30) days' prior written notice to the other party, and such termination shall be effective on the date possession of the Building, Premises or portion of either is delivered to the condemning authority. If this Lease is not so terminated, Lessor shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Lessee is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Lessee's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Lessor.

## **SECTION 14. COVENANT OF QUIET ENJOYMENT.**

14.1 Lessor covenants that upon Lessee's payment of all Rent herein reserved and performing and observing all the terms and other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Premises throughout the full term of this Lease without any disturbance by any person claiming by or through Lessor.

## **SECTION 15. ALTERATIONS; SIGNS.**

15.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$10,000, without first having obtained Lessor's prior written consent, which consent Lessor shall not unreasonably withhold, condition or delay. If Lessor consents in writing to any proposed alteration of the Premises, Lessee shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor, and (B) cause all alterations to be completed promptly in compliance with Lessor-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Lessee shall immediately become part of the Premises, with title vested in Lessor. Lessor may require that Lessee remove any such improvements, alterations, wiring, cables or conduit installed by or for Lessee and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Lessee for any work in the Premises shall be subject to review and reasonable approval by Lessor, and Lessor may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Lessee. All work in the Premises by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Building or Lessee's interest in the Premises as a result of any work performed by or at Lessee's request.

15.2 Signs. Lessee may erect signs identifying Lessee's business after the date of this Lease, provided that Lessee obtains any approval for such sign required by the municipality in which the Premises are located and any other governmental entity with jurisdiction of the Premises.

15.3 Upon termination or expiration of this Lease, Lessee shall remove all signs and sign hardware at Lessee's sole cost and expense and Lessee shall restore the sign location to its former state. Should Lessee fail to remove signs and restore the sign locations, Lessor may do so and Lessee shall reimburse Lessor for the actual expense incurred by Lessor plus an administrative fee of 15% of such cost upon written demand of Lessor to Lessee.

## **SECTION 16. DEFAULT.**

16.1 Events of Default. Each of the following shall be an Event of Default by Lessee under this Lease:

16.1.1 Failure by Lessee to pay Rent, Taxes or Insurance or any other charge due under this Lease within ten (10) days after notice by Lessor to Lessee that the same is overdue.

16.1.2 Failure by Lessee to comply with any other obligation of this Lease within twenty (20) days following written notice from Lessor specifying the failure (except in the case of emergency, in which event Lessor shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Lessee's default requires more than twenty (20) days to correct, Lessee shall not be deemed in default of this Lease so long as Lessee commences the cure of such failure within such twenty (20)-day period and thereafter,

proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Lessor's notice of default.

16.1.3 Lessee's abandonment of the Premises or failure by Lessee to occupy the Premises within twenty (20) days after notice from Lessor.

16.1.4 Assignment or subletting by Lessee in violation of Section 10.

16.1.5 Lessee's failure to execute and deliver to Lessor the documents described in Section 30 within ten (10) days of written notice from Lessor.

16.1.6 Lessee's insolvency, business failure or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Lessee's properties or financial records.

16.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 16.1, Lessor may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

16.2.1 Lessor may terminate this Lease, reserving all rights to damages resulting from Lessee's breach. Whether or not Lessor terminates this Lease, Lessor may retake possession of the Premises and any relet or use of the Premises by Lessor shall not be deemed a surrender or waiver of Lessor's right to damages. If Lessor retakes possession of the Premises, Lessor's mitigation efforts shall be deemed sufficient if Lessor follows commercially reasonable procedures and otherwise complies with Law.

16.2.2 Lessee shall be liable to Lessor for all damages caused by Lessee's default, including, but not limited to, an amount equal to all unpaid and future Rent, Lease commissions incurred for this Lease, and the unamortized cost of all improvements to the Premises installed or paid for by Lessor. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Lessor may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

16.3 Lessor's Right To Cure Default. Lessor may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Lessee has failed to perform, as and when required hereunder. Lessee shall pay Lessor for all expenditures and costs incurred by Lessor in performing any obligation of Lessee and an administrative charge of 15% of such expenditures and costs, upon demand, with interest thereon at the rate of one and one-half percent (1½%) per month, or the highest rate allowed by Law, whichever is less. Lessor's right to cure any Lessee default is for the sole protection of Lessor and in no event shall Lessee be released from any obligation to perform all of Lessee's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Lessor of any other right

that Lessor may have arising from any default of this Lease by Lessee, whether or not Lessor exercises its rights under this Section.

16.4 Lessor's Default. Lessor shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Lessor fails to perform such obligation within thirty (30) days after written notice by Lessee to Lessor specifying the nature of Lessor's alleged default; provided, however, that if the nature of Lessor's alleged default is such that more than thirty (30) days are required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

16.5 The parties hereto agree that if at any time a dispute should arise as to the propriety or necessity of Lessee making any payment or performing any obligations required hereunder, Lessee may pay or perform the same under protest and such payment or performance under protest shall not be considered to be voluntary on the part of Lessee.

## **SECTION 17. ASSENTS.**

17.1 No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of, or failure by one party to insist on the other's prompt performance or observance of, any such covenant or condition shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. The payment by Lessee and acceptance by Lessor of rent or other payment hereunder or silence by either party as to any breach shall not be construed as waiving any of such party's rights hereunder unless such waiver is in writing.

## **SECTION 18. CUMULATIVE RIGHTS.**

18.1 Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

## **SECTION 19. NOTICES.**

19.1 Whenever in this Lease notice, demand or other communication is to be given or served by either party to this Lease to or upon the other, such notice shall be deemed to have been duly delivered, given or served if in writing and when sent by overnight air courier, personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served in the case of Lessor at its address shown at the beginning of this Lease or at the most recent place to which rental checks were mailed and in the case of Lessee at c/o United Site Services, Inc., 200 Friberg Parkway, Suite 4000, Westboro, MA 01581, Attention: Terry Bellora, President. Each party may change its above address for purposes of notices by notice to the other party in the manner hereinabove provided. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual

receipt, as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

#### **SECTION 20. WAIVER OF SUBROGATION.**

20.1 Neither Lessor nor Lessee shall have any claim against the other or the employees, officers, directors, managers, agents, shareholders, partners or other owners of the other for any loss, damage or injury which is required to be covered by insurance in accordance with this Lease by such party or for such party's benefit, notwithstanding the negligence of either party in causing the loss. The foregoing waiver and release shall not apply, however, to any damage caused by intentionally wrongful actions or omissions of either party.

#### **SECTION 21. ENTIRE AGREEMENT.**

21.1 This Lease contains the entire and exclusive agreement between the parties with respect to the lease of the Premises and supersedes all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by Lessor and Lessee.

#### **SECTION 22. GOVERNING LAW AND SEVERABILITY.**

22.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made a part hereof.

#### **SECTION 23. ATTORNEY'S FEES.**

23.1 In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorney's fees and costs resulting from such litigation. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Lessor and Lessee hereby expressly waive any right to require that any dispute under this Lease be heard before a jury.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

#### **SECTION 24. HEADINGS.**

24.1 The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

#### **SECTION 25. BINDING EFFECT.**

25.1 This Lease shall be binding upon and inure to the benefit of all successors and permitted assigns, including all permitted sub-Lessees, of the parties hereto.

## **SECTION 26. LEASEHOLD TITLE INSURANCE; NONDISTURBANCE.**

26.1 Lessor and Lessee shall execute a Memorandum of Lease, and Lessor shall execute affidavits regarding mechanics liens (except for any such liens that arise through actions or omissions of Lessee) and parties in possession in form and content reasonably satisfactory to Lessor, and take such other actions, as may be reasonably requested by Lessee to enable Lessee to obtain a leasehold title insurance policy on the Premises. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement by which the holder of such Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period. Lessor shall also use commercially reasonable efforts to obtain a nondisturbance agreement from any mortgagee of any part of the Premises from time to time, providing that so long as Lessee observes the terms of this Lease, Lessee's possession will not be disturbed following any foreclosure of the mortgage.

## **SECTION 27. LESSOR ACCESS.**

After reasonable notice to Lessee, Lessor may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Premises and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential future lessee. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Lessee's use of the Premises.

## **SECTION 28. CONVEYANCE BY LESSOR**

If the Premises is sold or otherwise conveyed by Lessor or any successor, including by foreclosure of any encumbrance, so long as Lessee is not in default beyond any applicable cure period, Lessor shall cause such successor to recognize Lessee's rights hereunder, and Lessee shall attorn to the buyer or transferee and recognize that party as Lessor under this Lease. If the buyer or transferee assumes all obligations of Lessor under this Lease accruing thereafter, Lessor shall be deemed released of all further liability to Lessee under this Lease.

## **SECTION 29. ESTOPPEL.**

At any time and from time to time upon not less than twenty (20) day's prior notice from either party, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Lessee is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of prepaid Rent; and such other matters as may be reasonably requested. If either party fails to

deliver a requested certificate within the specified time, such failure shall conclusively establish that the party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification except as may be represented by the requesting party. The parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Premises.

#### **SECTION 30. FORCE MAJEURE.**

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, such party shall be excused from such performance (but excluding any required payment of money) for the period of time equal to the time of that prevention or delay.

#### **SECTION 31. BROKERS.**

Each party represents that neither party has had any dealings with any real estate broker, finder or other person with respect to this Lease. Lessor and Lessee each agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 31.

#### **SECTION 32. LIMITATION ON LIABILITY.**

Notwithstanding anything to the contrary in this Lease, except for the sole active negligence of Lessor, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Premises.

#### **SECTION 33. TIME OF THE ESSENCE AND HOLIDAYS.**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

#### **SECTION 34. SUCCESSORS.**

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as of October 1, 2007.

In the presence of:

Lessor:

Red Shop, LLC

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

Its

\_\_\_\_\_

Lessee:

United Site Services of Nevada, Inc.

By: KG PB e

Its: President and CEO

[Signature]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as  
of \_\_\_\_\_, 2007.

In the presence of:

Lessor:

Red Shop, LLC

Anne Bourgeois

By: [Signature]

Its Member

Lessee:

United Site Services of Nevada, Inc.

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

Its

EXHIBIT "A"

Part of the Presley Welch Donation Land Claim in Section 11, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of that tract conveyed to Emma Haberlach by deed recorded October 28, 1943 in Book 315, page 442, Clackamas County Deed Records; thence North along the West line of the said Haberlach tract, 423 feet; thence East 103 feet; thence South parallel with the West line of said Haberlach tract, 423 feet to the center of a County Road; thence Westerly along the center of said County Road to the place of beginning.

EXCEPTING THEREFROM that portion thereof deeded to the State of Oregon, by and through its Department of Transportation, recorded July 1, 1981 as Recorder's Fee No. 81 23271.

## LEASE

**PARTIES.** This is a Lease between White Shop, LLC, an Oregon limited liability company with an address at c/o Cliff Porter, 1865 SW 13<sup>th</sup> Court, Gresham, Oregon 97030 (hereinafter called the "Lessor"), and United Site Services of Nevada, Inc., a Nevada corporation (hereinafter called the "Lessee").

### SECTION 1. PREMISES.

1.1 Lease of Premises. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, upon the terms and conditions herein set forth, certain real property, including any structures thereon, at 12249 SE Highway 212, Clackamas, Oregon 97015, more particularly described in Exhibit "A" attached hereto (hereinafter called the "Premises").

1.2 Delivery of Possession and Commencement. Lessor shall deliver the Premises to Lessee in good condition and repair. Lessee acknowledges that Lessee accepts the Premises "As-is, Where-is" and as suitable for Lessee's intended use, in good and sanitary operating condition and repair, and without any other representation or warranty by Lessor as to the condition, use or occupancy.

### SECTION 2. TERM.

2.1 Term. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The initial term of this Lease shall be for sixty (60) consecutive months, commencing on the Commencement Date (the "Term").

2.2 Option to Extend Term. So long as Lessee is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Lessor hereby grants Lessee two (2) options to extend the initial term of this Lease for an additional period of sixty (60) months each (the "Option Periods") on the same terms, covenants and conditions of this Lease, except that rent shall be determined in accordance with paragraph 3.2 below. Lessee shall exercise each option, if at all, by giving Lessor written notice (the "Option Notice") at least one hundred eighty (180) days prior to the expiration of the Term or the immediately preceding Option Period of this Lease.

### SECTION 3. RENT.

3.1 Base Rent. Lessee agrees to pay to Lessor Base Rent at the rate of \$1,400.00 per month, payable in advance on the first day of each month during the Term.

3.2 Option Rent. If Lessee has duly exercised its option to extend the Term for the first Option Period, then on the first (1<sup>st</sup>) day of such Option Period (the "First Option Commencement Date") and each annual return of the First Option Commencement Date, Base Rent shall be increased as set forth herein. If Lessee has duly exercised its option to extend the Term for a second Option Period, on the first (1<sup>st</sup>) day of such second Option Period (the "Second Option Commencement Date") and each annual return of the Second Option Commencement Date, Base Rent shall be increased as set forth herein. Each date wherein Base Rent shall be subject to increase is referred to as an "Adjustment Date." On each Adjustment

Date, Base Rent shall be increased to reflect the increase, if any, in the Consumer Price Index (the "CPI" and as hereinafter defined) between the Adjustment Date and the date on which Base Rent was last adjusted (the "Comparison Date"). For the purpose of adjusting Base Rent on the First Option Commencement Date, the Comparison Date shall be the last day of the fourth (4<sup>th</sup>) year of the Term of the Lease. On each Adjustment Date, the Base Rent then in effect shall be increased, but not decreased, by multiplying such Base Rent by a fraction, the numerator of which is the CPI published most recently before the applicable Adjustment Date, and the denominator of which is the CPI published most recently before the Comparison Date. In no event shall the Base Rent on any Adjustment Date be less than the Base Rent on the day immediately preceding such Adjustment Date.

For purposes hereof, Consumer Price Index shall be the Consumer Price Index – All Items (1982 - 84 = 100) For All Urban Consumers, Portland-Vancouver Metropolitan Area, issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI is discontinued during the Term, a comparable successor index reasonably acceptable to Lessor shall be used.

3.3 Rent. Lessee shall pay to Lessor all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Lessee.

3.4 Additional Rent. The term "Additional Rent" means any other sums payable by Lessee to Lessor under this Lease.

3.5 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Commencement Date occurs or the Lease expires or terminates on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.6 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one half percent (1½%) per month, or (ii) the maximum rate of interest then permitted by law. Lessor may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease. In addition to the Late Charge, Lessee shall pay Lessor an additional charge of \$75 for any checks returned due to insufficient funds.

3.7 Disputes. If Lessee disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Lessee shall give notice to Lessor not later than thirty (30) days after receipt of the notice from Lessor describing the charge or adjustment in question. If Lessee

fails to give such notice to Lessor, the charge or adjustment by Lessor shall be conclusive and binding on Lessee. If Lessee delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Lessee does not exceed five percent (5%) of the challenged amounts, Lessee shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out of pocket costs and expenses incurred by Lessor in responding to the challenge. In the alternative, if the adjustment in favor of Lessee is equal to or exceeds five percent (5%) of the challenged amounts, Lessor shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Lessee in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Lessee as required by this Lease.

#### **SECTION 4. TAXES AND INSURANCE.**

4.1 Taxes. Lessee shall pay before delinquency all Taxes, assessments, licenses, fees and charges assessed, imposed or levied on (a) Lessee's business operations, (b) all trade fixtures, (c) any leasehold improvements, (d) merchandise and (e) other personal property in or about the Premises. Within ten (10) days of payment of such Taxes, Lessee shall deliver a written receipt from the taxing authority confirming such payment. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates, duties and assessments (including local improvement district assessments) levied or imposed by any governmental authority with respect to the Premises and any improvement, fixtures and equipment located therein or thereon, and with respect to all other property of Lessee, real or personal, located in or on the Premises and used in connection with the operation of the Premises; (ii) any tax in lieu of or in addition to, or in connection with the operation of the Premises or any improvement thereon; (iii) any tax in lieu of or in addition to, or a substitution of a real property tax; and (iv) any tax or excise levied or assessed by any governmental authority on the Rent payable under this Lease or Rent accruing from use of the Premises, providing that this shall not include federal or state, corporate or personal income taxes. Lessee may contest by any lawful proceedings, in Lessee's or Lessor's name, any such Taxes. Lessor shall reasonably cooperate with Lessee and execute any documents reasonably requested by Lessee for such purpose, but Lessor shall not be required to incur any expense in providing such cooperation and Lessee shall indemnify and hold Lessor harmless from and against any detriment or damage incurred by Lessor arising out of or resulting from any such Tax contest. Taxes for any tax period in which the Term shall commence or expire shall be apportioned based on the number of days of such tax period in the Term of this Lease or any Option Period.

4.2 Insurance. Lessee shall obtain comprehensive general liability insurance applying to the use and occupancy of the Premises with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Lessor, any lender and Lessor's managing agent, if any, as additional insureds, shall insure the liability of Lessee under Section 12 of this Lease, and be in form and with companies with a Best's rating of not less than A-. Within fifteen (15) days of the Commencement Date, Lessee shall deliver to Lessor a certificate evidencing such insurance and that shall require no less than thirty (30) days' prior written notice to Lessor prior to any cancellation or material change to such insurance. No later than thirty (30) days' prior to

expiration of any policy, Lessee shall deliver a renewal certificate to Lessor for such insurance policy. Lessee may maintain the required liability insurance in the form of a blanket policy covering other locations of Lessee in addition to the Premises; provided, however, that Lessee shall provide Lessor with a certificate of insurance specifically naming the location of the Premises and naming Lessor as an additional insured as required in this Section, the limits of which coverage are to be in the amounts set forth in this Section. Lessee shall not have the right to self-insure any insurance coverage required of Lessee under this Lease.

## **SECTION 5. REPAIRS AND MAINTENANCE; ENVIRONMENTAL CONDITIONS.**

5.1 Repairs and Maintenance. Lessor shall, at Landlord's cost and expense, maintain the foundation, structural walls and roof structure (but not the membrane) of the Building in good order and repair. Except as set forth in the preceding sentence, Lessor shall have no obligation to repair, maintain and/or replace the Premises, the Building or any component of either. Lessee shall:

5.1.1 maintain all portions of the Building and the Premises that are not the responsibility of Lessor and all fixtures situated within the Premises in good order and repair;

5.1.2 maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Lessee's request and that serve the Premises;

5.1.3 make all necessary repairs and replacements to all portions of the Building and the Premises; and

5.1.4 not commit waste to the Premises or any part thereof. If Lessee fails to perform Lessee's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Lessee, except in an emergency when no notice shall be required, Lessor may enter upon the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of one and one-half percent (1½%) per month, as Additional Rent payable by Lessee with the next installment of Rent, provided that in the event such rate exceeds the maximum rate then allowed by law, the interest rate shall be such maximum rate allowed by law.

5.2 Environmental Condition. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's business that are generated, used, kept, stored, or disposed of in a manner that complies with all Laws regulating any such Hazardous Materials and with good business practices. Lessee covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. The preceding sentence shall not apply to Hazardous Materials that migrate on or under the Premises from sources located off the Premises. As to such migrating Hazardous Materials, the parties shall have such obligations as they may otherwise have under applicable law. Lessee shall promptly notify Lessor of any release of Hazardous

Materials in, on, or about the Premises or the Building that Lessee, or Lessee's agents or employees, becomes aware of during the Term of this Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities.

5.2.1 To the fullest extent permitted by Law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessee, its agents, employees or invitees on, in, or about the Premises and the Building which occurs during the term of this Lease.

5.2.2 To the fullest extent permitted by law, Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Premises and the Building.

5.2.3 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 5, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

## **SECTION 6. USE.**

6.1 Permitted Use. Lessee shall use the Building, Premises and all appurtenant rights thereto for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles and related activities only (the "Permitted Use") and for no other purpose or in any other manner without the prior written consent of Lessor. Lessor shall not unreasonably withhold its consent to any such use so long as such use is not contrary to any applicable law or regulation, a nuisance or offensive or which could cause injury or damage to the Premises. If Lessee is prevented from using the Premises for the renting, servicing and storage of portable restroom and sanitation facilities, and other equipment, including outdoor storage of portable restrooms and vehicles, as a result of the enforcement by any governmental entity with jurisdiction of any zoning or land use laws, regulations or ordinances, then Lessee may, by delivery of sixty (60) days prior written notice to Lessor, elect to terminate this Lease and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

6.2 Compliance with Laws. As of the Commencement Date, Lessee shall at its expense promptly comply and cause the Premises to comply with all applicable laws, statutes,

ordinances, rules and regulations of any public authority (the "Laws") applicable to the Premises and the Permitted Use. Notwithstanding the foregoing, if (i) any alteration of the Premises is required in order to comply with the Americans with Disabilities Act, and (ii) the cost of such alterations is less than \$30,000, then Lessor shall, at its expense, make such alteration, and the amount of such cost shall be amortized over the remaining term and extension periods as reasonably determined by Lessor and monthly Base Rent shall be increased by such amortized amount. If the cost of the required alteration is more than \$30,000, Lessor and Lessee shall negotiate, in good faith, to allocate such cost between them. If the parties are unable to agree on the allocation of such cost, then either party may elect to terminate the Lease by delivering ninety (90) days advance written notice to the other party, and thereafter, other than obligations that have accrued but are unperformed as of the date of such termination, neither Lessor nor Lessee shall have any further obligations hereunder.

## **SECTION 7. CASUALTY INSURANCE.**

7.1 During the Lease term, Lessee shall maintain in full force and effect a policy or policies of insurance covering the Building and the Premises, that shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Lessor's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Lessor reasonably deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under the casualty insurance carried hereunder shall be payable solely to Lessor, and Lessee shall have no interest therein. Lessee shall deliver to Lessor certificates of insurance showing the insurance required to be maintained pursuant to this Section within thirty (30) days of the Commencement Date and upon request of Lessor thereafter.

## **SECTION 8. UTILITIES AND SERVICES.**

8.1 General. Lessee shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Lessor makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building and the Premises.

Lessee shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Lessor, interruption of any service or utility shall not render Lessor liable to Lessee for damages, relieve Lessee from performance of Lessee's obligations under this Lease or be deemed an eviction or disturbance of Lessee's use and possession of the Premises. Lessee shall install surge protection systems for power provided to the Premises, and Lessee releases Lessor from all liability for any damage caused by any electrical surge.

## **SECTION 9. SURRENDER; HOLDOVER.**

9.1 Surrender. Lessee and those claiming by, through or under Lessee, shall, at any time prior to the expiration of the Term or prior termination thereof, then or within ten (10) days thereafter, remove all personal property, trade fixtures and any equipment installed by Lessee from the Building and the Premises, provided that if such removal causes any damage to the Premises, Lessee shall promptly repair the same. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary wear and tear. Lessee shall remove any conduits, wiring, cables or alterations installed by Lessee and shall repair all damage to the Premises and the Building resulting from that removal. If Lessee fails to remove any such personal property or alterations, including conduits, wiring, cable or alterations, those items shall be deemed abandoned, and Lessor may remove or dispose of such items without liability to Lessee or others, and Lessee shall reimburse Lessor for the cost of such removal and storage thereof upon demand.

9.2 Holdover. If Lessee fails to surrender the Premises and remove all its personal property as set forth herein, Lessor may either: (i) recognize Lessee as a month-to-month Lessee at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate; or (ii) evict Lessee from the Premises and recover all damages resulting from Lessee's wrongful holdover.

## **SECTION 10. ASSIGNMENT AND SUBLETTING.**

Lessee may assign its rights under this Lease or sublet any part of the Premises to any of its subsidiaries or other affiliates with equal or greater financial net worth to that of Lessee as of the Commencement Date from time to time or to any person who acquires all or substantially all of Lessee's assets in the State of Oregon and Washington. Except as set forth above, Lessee shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without having first provided thirty (30) days' written notice to Lessor and thereafter obtained Lessor's written consent. Lessee shall deliver written notice of Lessee's desire to assign or sublet all or any portion of the Premises and such notice shall include a recent audited financial statement and a statement of the intended use for such proposed assignee or sublessee. So long as any proposed sublessee or assignee is (i) compatible with Lessor's regular credit and use standards for the Premises and (ii) maintains an audited net worth equal to or greater than that of Lessee as of the Commencement Date, Lessor's consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve Lessee of its obligation to pay Rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting.

## **SECTION 11. DESTRUCTION BY CASUALTY.**

11.1 Major Damage. In case of Major Damage to the Building, Lessor or Lessee may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. "Major Damage" shall mean damage to the Building by fire or other casualty (i) that

causes more than twenty-five percent (25%) of the Building to be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or that is not required under this Lease to be covered by insurance. If neither Lessor nor Lessee terminates this Lease after any Major Damage, or if damage occurs to the Building that is not Major Damage, and subject to receipt by Lessor of sufficient insurance proceeds to perform such repairs, Lessor shall restore the Building to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty, Lessee shall promptly repair and restore all Lessee improvements or alterations installed or paid for by Lessee or pay the cost of such restoration to Lessor if Lessor performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage until the date restoration work to the Building is substantially complete.

#### **SECTION 12. INDEMNITY BY LESSEE.**

12.1 Lessee shall indemnify, defend and hold harmless Lessor from and against any liabilities, injuries, claims, losses or damages arising from (a) any damage to any person or property occurring in, on or about the Premises during the Term unless caused by the gross negligence or willful misconduct of Lessor, its employees, contractors or agents, (b) the use by Lessee or its agents, invitees or contractors of the Premises, and/or (c) Lessee's breach or violation of any term of this Lease. Prior to taking possession of the Premises, Lessee shall provide Lessor with written certificate proof of insurance, or its self insurance, regarding its liability hereunder with respect to its equipment, employees and activities on the Premises.

#### **SECTION 13. EMINENT DOMAIN.**

13.1 If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable opinion of Lessee unsuitable for Lessee's use, then either party may terminate this Lease by giving thirty (30) days' prior written notice to the other party, and such termination shall be effective on the date possession of the Building, Premises or portion of either is delivered to the condemning authority. If this Lease is not so terminated, Lessor shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Lessee is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Lessee's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Lessor.

#### **SECTION 14. COVENANT OF QUIET ENJOYMENT.**

14.1 Lessor covenants that upon Lessee's payment of all Rent herein reserved and performing and observing all the terms and other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Premises throughout the full term of this Lease without any disturbance by any person claiming by or through Lessor.

## **SECTION 15. ALTERATIONS; SIGNS.**

15.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$10,000, without first having obtained Lessor's prior written consent, which consent Lessor shall not unreasonably withhold, condition or delay. If Lessor consents in writing to any proposed alteration of the Premises, Lessee shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor, and (B) cause all alterations to be completed promptly in compliance with Lessor-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Lessee shall immediately become part of the Premises, with title vested in Lessor. Lessor may require that Lessee remove any such improvements, alterations, wiring, cables or conduit installed by or for Lessee and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Lessee for any work in the Premises shall be subject to review and reasonable approval by Lessor, and Lessor may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Lessee. All work in the Premises by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Building or Lessee's interest in the Premises as a result of any work performed by or at Lessee's request.

15.2 Signs. Lessee may erect signs identifying Lessee's business after the date of this Lease, provided that Lessee obtains any approval for such sign required by the municipality in which the Premises are located and any other governmental entity with jurisdiction of the Premises.

15.3 Upon termination or expiration of this Lease, Lessee shall remove all signs and sign hardware at Lessee's sole cost and expense and Lessee shall restore the sign location to its former state. Should Lessee fail to remove signs and restore the sign locations, Lessor may do so and Lessee shall reimburse Lessor for the actual expense incurred by Lessor plus an administrative fee of 15% of such cost upon written demand of Lessor to Lessee.

## **SECTION 16. DEFAULT.**

16.1 Events of Default. Each of the following shall be an Event of Default by Lessee under this Lease:

16.1.1 Failure by Lessee to pay Rent, Taxes or Insurance or any other charge due under this Lease within ten (10) days after notice by Lessor to Lessee that the same is overdue.

16.1.2 Failure by Lessee to comply with any other obligation of this Lease within twenty (20) days following written notice from Lessor specifying the failure (except in the case of emergency, in which event Lessor shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Lessee's default requires more than twenty (20) days to correct, Lessee shall not be deemed in default of this Lease so long as Lessee commences the cure of such failure within such twenty (20)-day period and thereafter,

proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Lessor's notice of default.

16.1.3 Lessee's abandonment of the Premises or failure by Lessee to occupy the Premises within twenty (20) days after notice from Lessor.

16.1.4 Assignment or subletting by Lessee in violation of Section 10.

16.1.5 Lessee's failure to execute and deliver to Lessor the documents described in Section 30 within ten (10) days of written notice from Lessor.

16.1.6 Lessee's insolvency, business failure or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Lessee's properties or financial records.

16.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 16.1, Lessor may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

16.2.1 Lessor may terminate this Lease, reserving all rights to damages resulting from Lessee's breach. Whether or not Lessor terminates this Lease, Lessor may retake possession of the Premises and any relet or use of the Premises by Lessor shall not be deemed a surrender or waiver of Lessor's right to damages. If Lessor retakes possession of the Premises, Lessor's mitigation efforts shall be deemed sufficient if Lessor follows commercially reasonable procedures and otherwise complies with Law.

16.2.2 Lessee shall be liable to Lessor for all damages caused by Lessee's default, including, but not limited to, an amount equal to all unpaid and future Rent, Lease commissions incurred for this Lease, and the unamortized cost of all improvements to the Premises installed or paid for by Lessor. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Lessor may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

16.3 Lessor's Right To Cure Default. Lessor may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Lessee has failed to perform, as and when required hereunder. Lessee shall pay Lessor for all expenditures and costs incurred by Lessor in performing any obligation of Lessee and an administrative charge of 15% of such expenditures and costs, upon demand, with interest thereon at the rate of one and one-half percent (1½%) per month, or the highest rate allowed by Law, whichever is less. Lessor's right to cure any Lessee default is for the sole protection of Lessor and in no event shall Lessee be released from any obligation to perform all of Lessee's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Lessor of any other right

that Lessor may have arising from any default of this Lease by Lessee, whether or not Lessor exercises its rights under this Section.

16.4 Lessor's Default. Lessor shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Lessor fails to perform such obligation within thirty (30) days after written notice by Lessee to Lessor specifying the nature of Lessor's alleged default; provided, however, that if the nature of Lessor's alleged default is such that more than thirty (30) days are required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

16.5 The parties hereto agree that if at any time a dispute should arise as to the propriety or necessity of Lessee making any payment or performing any obligations required hereunder, Lessee may pay or perform the same under protest and such payment or performance under protest shall not be considered to be voluntary on the part of Lessee.

## **SECTION 17. ASSENTS.**

17.1 No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of, or failure by one party to insist on the other's prompt performance or observance of, any such covenant or condition shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. The payment by Lessee and acceptance by Lessor of rent or other payment hereunder or silence by either party as to any breach shall not be construed as waiving any of such party's rights hereunder unless such waiver is in writing.

## **SECTION 18. CUMULATIVE RIGHTS.**

18.1 Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

## **SECTION 19. NOTICES.**

19.1 Whenever in this Lease notice, demand or other communication is to be given or served by either party to this Lease to or upon the other, such notice shall be deemed to have been duly delivered, given or served if in writing and when sent by overnight air courier, personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served in the case of Lessor at its address shown at the beginning of this Lease or at the most recent place to which rental checks were mailed and in the case of Lessee at c/o United Site Services, Inc., 200 Friberg Parkway, Suite 4000, Westboro, MA 01581, Attention: Terry Bellora, President. Each party may change its above address for purposes of notices by notice to the other party in the manner hereinabove provided. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual

receipt, as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

## **SECTION 20. WAIVER OF SUBROGATION.**

20.1 Neither Lessor nor Lessee shall have any claim against the other or the employees, officers, directors, managers, agents, shareholders, partners or other owners of the other for any loss, damage or injury which is required to be covered by insurance in accordance with this Lease by such party or for such party's benefit, notwithstanding the negligence of either party in causing the loss. The foregoing waiver and release shall not apply, however, to any damage caused by intentionally wrongful actions or omissions of either party.

## **SECTION 21. ENTIRE AGREEMENT.**

21.1 This Lease contains the entire and exclusive agreement between the parties with respect to the lease of the Premises and supersedes all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by Lessor and Lessee.

## **SECTION 22. GOVERNING LAW AND SEVERABILITY.**

22.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made a part hereof.

## **SECTION 23. ATTORNEY'S FEES.**

23.1 In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorney's fees and costs resulting from such litigation. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Lessor and Lessee hereby expressly waive any right to require that any dispute under this Lease be heard before a jury.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

## **SECTION 24. HEADINGS.**

24.1 The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

## **SECTION 25. BINDING EFFECT.**

25.1 This Lease shall be binding upon and inure to the benefit of all successors and permitted assigns, including all permitted sub-Lessees, of the parties hereto.

## **SECTION 26. LEASEHOLD TITLE INSURANCE; NONDISTURBANCE.**

26.1 Lessor and Lessee shall execute a Memorandum of Lease, and Lessor shall execute affidavits regarding mechanics liens (except for any such liens that arise through actions or omissions of Lessee) and parties in possession in form and content reasonably satisfactory to Lessor, and take such other actions, as may be reasonably requested by Lessee to enable Lessee to obtain a leasehold title insurance policy on the Premises. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement by which the holder of such Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period. Lessor shall also use commercially reasonable efforts to obtain a nondisturbance agreement from any mortgagee of any part of the Premises from time to time, providing that so long as Lessee observes the terms of this Lease, Lessee's possession will not be disturbed following any foreclosure of the mortgage.

## **SECTION 27. LESSOR ACCESS.**

After reasonable notice to Lessee, Lessor may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Premises and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential future lessee. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Lessee's use of the Premises.

## **SECTION 28. CONVEYANCE BY LESSOR**

If the Premises is sold or otherwise conveyed by Lessor or any successor, including by foreclosure of any encumbrance, so long as Lessee is not in default beyond any applicable cure period, Lessor shall cause such successor to recognize Lessee's rights hereunder, and Lessee shall attorn to the buyer or transferee and recognize that party as Lessor under this Lease. If the buyer or transferee assumes all obligations of Lessor under this Lease accruing thereafter, Lessor shall be deemed released of all further liability to Lessee under this Lease.

## **SECTION 29. ESTOPPEL.**

At any time and from time to time upon not less than twenty (20) day's prior notice from either party, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Lessee is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of prepaid Rent; and such other matters as may be reasonably requested. If either party fails to

deliver a requested certificate within the specified time, such failure shall conclusively establish that the party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification except as may be represented by the requesting party. The parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Premises.

#### **SECTION 30. FORCE MAJEURE.**

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, such party shall be excused from such performance (but excluding any required payment of money) for the period of time equal to the time of that prevention or delay.

#### **SECTION 31. BROKERS.**

Each party represents that neither party has had any dealings with any real estate broker, finder or other person with respect to this Lease. Lessor and Lessee each agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 31.

#### **SECTION 32. LIMITATION ON LIABILITY.**

Notwithstanding anything to the contrary in this Lease, except for the sole active negligence of Lessor, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Premises.

#### **SECTION 33. TIME OF THE ESSENCE AND HOLIDAYS.**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

#### **SECTION 34. SUCCESSORS.**

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as of October 1, 2007.

In the presence of:

Lessor:

White Shop, LLC

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

Its

\_\_\_\_\_

Lessee:

United Site Services of Nevada, Inc.

By: KS PS

Its: President and CEO

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as  
of \_\_\_\_\_, 2007.

In the presence of:

Lessor:

White Shop, LLC

Cline Barragan

By: [Signature]

Its

member

Lessee:

United Site Services of Nevada, Inc.

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

Its

### Exhibit "A"

Part of the Southwest one-quarter of Section 11, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the one-quarter corner between Sections 10 and 11, Township 2 South, Range 1 East of the Willamette Meridian; thence East 21.12 feet, South 897.6 feet and East 12 feet to the Southwest corner of the land described in the deed to Alfred Haberlach, et ux, recorded in Deed Book 420, page 266, being on the center line of the former Foster Road (now incorporated within Market Road No. 16); thence North along the West line of said Haberlach lands 238.9 feet to the Southwest corner of the Carl Tunem tract described in Deed Book 664, page 268; thence East 146.5 feet to the Southeast corner of said Tunem tract on the East line of said Haberlach lands; thence South 238.9 feet to the Southeast corner of said Haberlach lands; thence West 146.5 feet to the point of beginning.

Excepting therefrom that parcel of land described in deed to the State of Oregon, by and through its Department of Transportation, Highway Division, dated June 18, 1981, recorded June 30, 1981 as Recorder's Fee No. 81 22950, Film Records.

And further excepting therefrom that portion lying within the boundaries of public roads and highways

## USS / OMJ Summary of Claims

|  |    |            |
|--|----|------------|
| Holdover Rents                               | \$ | 425,500.00 |
| Rent Late Fees                               | \$ | 23,575.00  |
| Rent related Interest per lease              | \$ | 73,969.55  |
| Real Property Taxes                          | \$ | 17,152.56  |
| Surface Water & Sanitary Sewer fees          | \$ | 2,728.95   |
| Clackamas River Water                        | \$ | 338.46     |
| Damages for Assets <u>not</u> being replaced | \$ | 81,000.00  |

### Damages, Repair & Maintenance (DR&M)

|                    |    |            |
|--------------------|----|------------|
| Receipts           | \$ | 178,568.46 |
| To Go Expenditures | \$ | 121,895.99 |

#### Labor

|                |    |            |
|----------------|----|------------|
| Hours          |    | 1932.40    |
| Rate           | \$ | 75.00      |
| Labor Total \$ | \$ | 144,930.00 |

Total DR&M \$ 445,394.45

|  |    |           |
|--|----|-----------|
| Admin Fee at 15% of all DR&M - Per lease | \$ | 66,809.17 |
| Interest - other per lease               | \$ | 42,675.00 |
| Legal (pre petition) per lease           | \$ | 3,317.50  |

**TOTAL OMJ CLAIM PRE USS FILING (Known) \$ 1,182,460.64**

Potential OMJ Claims against USS that survive lease termination per agreements currently unknown  
Ex. Indemnification (Enviromental, Regulatory, 3rd Party, etc) is unknown and to date none asserted

|   |    |           |                          |
|---|----|-----------|--------------------------|
| Conference Building-- not being replaced      | \$ | 61,000.00 | Est per original builder |
| Cover between Containers-- not being replaced | \$ | 20,000.00 | Est per online research  |
| Total   | \$ | 81,000.00 |                          |

|  | To Go Expenditures | Cost Estimate | To Date in Receipts |
|--|--------------------|---------------|---------------------|
| Gravel (per bids)                                | \$ 64,676.99       | \$ 87,409.92  | \$ 22,732.93        |
| Fencing (per bids)                               | \$ 9,369.00        | \$ 9,369.00   | \$ -                |
| Asphalt (Best est from online research)          | \$ 15,000.00       | \$ 15,000.00  | \$ -                |
| Office repair Walls, Ceiling, Trim & Paint (bid) | \$ 12,850.00       | \$ 12,850.00  | \$ -                |
| Disposal Site Design & Op manuals (my Est.)      | \$ 20,000.00       | \$ 20,000.00  | \$ -                |
|  | \$ 121,895.99      |               |                     |

## USS /OMJ Lease

### Holdover Base Rents / Late Fees / Interest Calculations

#### Holdover Base Rents per Lease

| Month  | Per Lease<br>Holdover<br>Base Rent | USS<br>Check<br>Date | USS<br>Ck # | Per USS<br>Period for | Check<br>\$ | Deposit<br>date | Holdover<br>Unpaid<br>Balance |          |
|--------|------------------------------------|----------------------|-------------|-----------------------|-------------|-----------------|-------------------------------|----------|
| Apr-24 | \$ 34,500                          | 3/27/2024            | 479954      | April                 | \$ 23,000   | 4/9/2024        | \$ 11,500                     |          |
| May-24 | \$ 34,500                          | 4/24/2024            | 482145      | May                   | \$ 23,000   | 5/8/2024        | \$ 23,000                     |          |
| Jun-24 | \$ 34,500                          | 5/23/2024            | 484335      | June                  | \$ 23,000   | 6/5/2024        | \$ 34,500                     |          |
| Jul-24 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 69,000                     |          |
| Aug-24 | \$ 34,500                          | 8/19/2024            | 489688      | July & Aug            | \$ 46,000   | 9/3/2024        | \$ 57,500                     |          |
| Sep-24 | \$ 34,500                          | 9/5/2024             | 490674      | Sept                  | \$ 23,000   | 9/7/2024        | \$ 69,000                     |          |
| Oct-24 | \$ 34,500                          | 10/3/2024            | 492292      | Oct                   | \$ 23,000   | 10/10/2024      | \$ 80,500                     |          |
| Nov-24 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 115,000                    | <b>A</b> |
| Dec-24 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 149,500                    | <b>B</b> |
| Jan-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 184,000                    | <b>B</b> |
| Feb-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 218,500                    | <b>B</b> |
| Mar-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 253,000                    | <b>B</b> |
| Apr-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 287,500                    | <b>B</b> |
| May-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 322,000                    | <b>B</b> |
| Jun-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 356,500                    | <b>B</b> |
| Jul-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 391,000                    | <b>B</b> |
| Aug-25 | \$ 34,500                          | ---                  | ---         | ---                   | ---         | ---             | \$ 425,500                    | <b>B</b> |

- A** Late in November 2024, Dave Conant (USS) informed Mr. Porter (OMJ) via phone call that:  
USS was no longer on the property  
USS was done with the property effectively surrendering property back to OMJ  
USS was not going to pay anything related to holdover rents for periods after Oct 31, 2024
- B** For holdover base rent sought from USS while OMJ repaired USS property damages not performed as required in the lease before surrendering property back to OMJ

## USS /OMJ Lease

### Holdover Base Rents / Late Fees / Interest Calculations

#### Late Fees per Lease

| Month           | Per Lease<br>Holdover<br>Base Rent | USS<br>Check<br>Date | Per USS<br>Period for | Check<br>\$ | Subject to<br>Late | Rent<br>Shortfall | 5 % late fee<br>\$ |
|-----------------|------------------------------------|----------------------|-----------------------|-------------|--------------------|-------------------|--------------------|
| Apr-24          | \$ 34,500                          | 3/27/2024            | April                 | \$ 23,000   | yes                | \$ 11,500         | \$ 575             |
| May-24          | \$ 34,500                          | 4/24/2024            | May                   | \$ 23,000   | yes                | \$ 11,500         | \$ 575             |
| Jun-24          | \$ 34,500                          | 5/23/2024            | June                  | \$ 23,000   | yes                | \$ 11,500         | \$ 575             |
| Jul-24          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Aug-24          | \$ 34,500                          | 8/19/2024            | July & Aug            | \$ 46,000   | yes                | \$ 34,500         | \$ 1,725           |
| Sep-24          | \$ 34,500                          | 9/5/2024             | Sept                  | \$ 23,000   | yes                | \$ 11,500         | \$ 575             |
| Oct-24          | \$ 34,500                          | 10/3/2024            | Oct                   | \$ 23,000   | yes                | \$ 11,500         | \$ 575             |
| Nov-24          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Dec-24          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Jan-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Feb-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Mar-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Apr-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| May-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Jun-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Jul-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Aug-25          | \$ 34,500                          | ---                  | ---                   |             | yes                | \$ 34,500         | \$ 1,725           |
| Total late fees |                                    |                      |                       |             |                    |                   | <u>\$ 23,575</u>   |

# USS /OMJ Lease

## Holdover Base Rents / Late Fees / Interest Calculations

### Interest per Lease related to Holdover base Rent & Late Fees

| End of Month   | Accumulated Totals      |                   |                  | Current Charge Interest at 1.5% per mth | Unpaid Balance w/ Late fees w/ Interest |
|----------------|-------------------------|-------------------|------------------|---|---|
|                | Holdover Unpaid Balance | Late fees Balance | Accrued Interest |   |   |
| Beg Apr        | 0                       | 0                 | 0                |   | 0                                       |
| Apr-24         | \$ 11,500               | \$ 575            | \$ -             | \$ -                                    | \$ 12,075.00                            |
| May-24         | \$ 23,000               | \$ 1,150          | \$ -             | \$ 181.13                               | \$ 24,331.13                            |
| Jun-24         | \$ 34,500               | \$ 1,725          | \$ 181.13        | \$ 364.97                               | \$ 36,771.09                            |
| Jul-24         | \$ 69,000               | \$ 3,450          | \$ 546.09        | \$ 551.57                               | \$ 73,547.66                            |
| Aug-24         | \$ 57,500               | \$ 5,175          | \$ 1,097.66      | \$ 1,103.21                             | \$ 64,875.87                            |
| Sep-24         | \$ 69,000               | \$ 5,750          | \$ 2,200.87      | \$ 973.14                               | \$ 77,924.01                            |
| Oct-24         | \$ 80,500               | \$ 6,325          | \$ 3,174.01      | \$ 1,168.86                             | \$ 91,167.87                            |
| Nov-24         | \$ 115,000              | \$ 8,050          | \$ 4,342.87      | \$ 1,367.52                             | \$ 128,760.39                           |
| Dec-24         | \$ 149,500              | \$ 9,775          | \$ 5,710.39      | \$ 1,931.41                             | \$ 166,916.80                           |
| Jan-25         | \$ 184,000              | \$ 11,500         | \$ 7,641.80      | \$ 2,503.75                             | \$ 205,645.55                           |
| Feb-25         | \$ 218,500              | \$ 13,225         | \$ 10,145.55     | \$ 3,084.68                             | \$ 244,955.23                           |
| Mar-25         | \$ 253,000              | \$ 14,950         | \$ 13,230.23     | \$ 3,674.33                             | \$ 284,854.56                           |
| Apr-25         | \$ 287,500              | \$ 16,675         | \$ 16,904.56     | \$ 4,272.82                             | \$ 325,352.38                           |
| May-25         | \$ 322,000              | \$ 18,400         | \$ 21,177.38     | \$ 4,880.29                             | \$ 366,457.66                           |
| Jun-25         | \$ 356,500              | \$ 20,125         | \$ 26,057.66     | \$ 5,496.86                             | \$ 408,179.53                           |
| Jul-25         | \$ 391,000              | \$ 21,850         | \$ 31,554.53     | \$ 6,122.69                             | \$ 450,527.22                           |
| Aug-25         | \$ 425,500              | \$ 23,575         | \$ 37,677.22     | \$ 6,757.91                             | \$ 493,510.13                           |
| Sep-25         | \$ 425,500              | \$ 23,575         | \$ 44,435.13     | \$ 7,402.65                             | \$ 500,912.78                           |
| Oct-25         | \$ 425,500              | \$ 23,575         | \$ 51,837.78     | \$ 7,513.69                             | \$ 508,426.47                           |
| Nov-25         | \$ 425,500              | \$ 23,575         | \$ 59,351.47     | \$ 7,626.40                             | \$ 516,052.87                           |
| Dec-25         | \$ 425,500              | \$ 23,575         | \$ 66,977.87     | \$ 6,991.68                             | \$ 523,044.55                           |
| Jan-26         | \$ 425,500              | \$ 23,575         | \$ 73,969.55     |   |   |
| Total Interest |                         |                   |                  | \$ 73,969.55                            |   |

## USS / OMJ Lease

### Clackamas County Real Property Taxes 2024 - 2025 tax year

|                       |             |             | Tax Statement Amount          |           |
|-----------------------|-------------|-------------|-------------------------------|-----------|
|                       |             |             | Period Covered                |           |
| Address per Statement | Nick name   | Tax Map     | July 1, 2024 to June 30, 2025 |           |
| 12249 SE Hwy 212      | White Shop  | 22E11C01500 | \$                            | 2,808.10  |
| 12211 SE Hwy 212      | Blue Office | 22E11C01400 | \$                            | 3,794.27  |
| 12274 SE Knez Way     | Red Shop    | 22E11C01300 | \$                            | 6,249.85  |
| 12209 SE Hwy 212      | CP San 1    | 22E11C01001 | \$                            | 2,902.56  |
| No Official Address   | CP San 1    | 22E11C01200 | \$                            | 1,397.78  |
|                       |             | Total Taxes | \$                            | 17,152.56 |

#### United Site Services Obligation to OMJ

|   |    |           |
|---|----|-----------|
| 100% (based on July 1, 2024 to June 30, 2025) | \$ | 17,152.56 |
|---|----|-----------|

### WES -- Clackamas County Surface Water & Sanitary Sewer Fees

| Address per Statement | Nick name   | Pre WES Statement     |          |
|-----------------------|-------------|-----------------------|----------|
|                       |             | Unpaid as of 4-1-2025 |          |
| 12249 SE Hwy 212      | White Shop  | \$                    | 1,201.86 |
| 12211 SE Hwy 212      | Blue Office | \$                    | 62.70    |
| 12274 SE Knez Way     | Red Shop    | \$                    | 1,464.39 |
| Total WES             |             | \$                    | 2,728.95 |

### CRW -- Clackamas River Water

| Address per Statement | Nick name   | Pre CRW Statement      |        |
|-----------------------|-------------|------------------------|--------|
|                       |             | Unpaid as of 2-28-2025 |        |
| 12249 SE Hwy 212      | White Shop  | \$                     | 83.73  |
| 12211 SE Hwy 212      | Blue Office | \$                     | 87.27  |
| 12274 SE Knez Way     | Red Shop    | \$                     | 83.73  |
| 12209 SE Hwy 212      | CP San 1    | \$                     | 83.73  |
| Total CRW             |             | \$                     | 338.46 |

## USS / OMJ Leases R&M Monthly Exp Recap with Interest

(A)

| Month        | Hours           | Per Month----- Activity Recap |                   |                   |                   | Current Mth      | End of Mth        |
|--------------|-----------------|-------------------------------|-------------------|-------------------|-------------------|------------------|-------------------|
|              |                 | USS Site                      | Labor at          | Paid Inv          | Total             | Interest At      | Balance           |
|              |                 | Surrender                     | \$75 / Hour       | \$                | \$                | 18% Annual       | w/ interest       |
|              |                 |                               |                   |                   |                   | Per Leases       |                   |
| May-24       | 58.53           | Pre                           | \$ 4,390          | \$ 152            | \$ 4,541          | \$ -             | \$ 4,541          |
| Jun-24       | 4.54            | Pre                           | \$ 341            | \$ -              | \$ 341            | \$ 68            | \$ 4,950          |
| Jul-24       | 0               | Pre                           | \$ -              | \$ 316            | \$ 316            | \$ 74            | \$ 5,340          |
| Aug-24       | 8.5             | Pre                           | \$ 638            | \$ -              | \$ 638            | \$ 80            | \$ 6,058          |
| Sep-24       | 0.5             | Pre                           | \$ 38             | \$ -              | \$ 38             | \$ 91            | \$ 6,186          |
| Oct-24       | 112.19          | Pre                           | \$ 8,414          | \$ 1,927          | \$ 10,342         | \$ 93            | \$ 16,621         |
| Nov-24       | 114.84          | Pre                           | \$ 8,613          | \$ 4,697          | \$ 13,310         | \$ 249           | \$ 30,180         |
| Dec-24       | 223.89          | Post                          | \$ 16,792         | \$ 10,925         | \$ 27,717         | \$ 453           | \$ 58,350         |
| Jan-25       | 171.75          | Post                          | \$ 12,881         | \$ 6,725          | \$ 19,606         | \$ 875           | \$ 78,831         |
| Feb-25       | 194.55          | Post                          | \$ 14,591         | \$ 13,397         | \$ 27,988         | \$ 1,182         | \$ 108,002        |
| Mar-25       | 202.7           | Post                          | \$ 15,203         | \$ 25,150         | \$ 40,352         | \$ 1,620         | \$ 149,974        |
| Apr-25       | 191.77          | Post                          | \$ 14,383         | \$ 36,440         | \$ 50,823         | \$ 2,250         | \$ 203,046        |
| May-25       | 172.47          | Post                          | \$ 12,935         | \$ 15,434         | \$ 28,369         | \$ 3,046         | \$ 234,461        |
| Jun-25       | 115.48          | Post                          | \$ 8,661          | \$ 25,188         | \$ 33,849         | \$ 3,517         | \$ 271,826        |
| Jul-25       | 159.72          | Post                          | \$ 11,979         | \$ 3,680          | \$ 15,659         | \$ 4,077         | \$ 291,563        |
| Aug-25       | 167.48          | Post                          | \$ 12,561         | \$ 33,638         | \$ 46,199         | \$ 4,373         | \$ 342,136        |
| Sep-25       | 33.5            | Post                          | \$ 2,513          | \$ 900            | \$ 3,413          | \$ 5,132         | \$ 350,680        |
| Oct-25       | 0               | Post                          | \$ -              | \$ -              | \$ -              | \$ 5,260         | \$ 355,940        |
| Nov-25       | 0               | Post                          | \$ -              | \$ -              | \$ -              | \$ 5,339         | \$ 361,280        |
| Dec-25       | 0               | Post                          | \$ -              | \$ -              | \$ -              | \$ 4,895         | \$ 366,174        |
| <b>Total</b> | <b>\$ 1,932</b> |                               | <b>\$ 144,931</b> | <b>\$ 178,568</b> | <b>\$ 323,499</b> | <b>\$ 42,675</b> | <b>\$ 366,174</b> |

0

(A) -- Calculation on prior Month Bal w/ Interest

**USS / OMJ - Available Shared Files (Index of Files Organization)**

**BOLD HEADING BELOW = FILE FOLDERS**

**Browser Link—To Paste**

**[https://drive.google.com/drive/folders/1XNZ\\_QVVJGJnCjc3haShu1fLBGfFc1pNz?usp=drive\\_link](https://drive.google.com/drive/folders/1XNZ_QVVJGJnCjc3haShu1fLBGfFc1pNz?usp=drive_link)**

**. USS – OMJ Shared Drive Related to Property**

**. A. USS OMJ Available Shared Files-- Index of Files Organization.pdf**

**. A1. USS OMJ Summary of Claims \$ Recap w-schedules.pdf**

Description: Summary of claim component and dollar amounts (Approx. 6 pages)

**. A2. USS OMJ Clackamas Yard - Inv & Receipt Control.pdf**

Description: Summary of Invoices by Vendor in alpha order (Approx. 37 pages)

**. A3. 2026 Jan 21 - Invoice Support for OMJ Repairs.pdf**

Description: Copies of Invoices in Vendor name in alpha order (Approx. 368 page)

**. A4. Clackamas Yard Time Log.pdf**

Description: Recap of Labor Hours by day by person (Approx. 15 pages)

**. A5. 2026 Jan 21 - Bid Support for OMJ Repairs (1).pdf**

Description: Various component bids (Approx. 89 pages)

**. B1. AKS Consulting Facility Inspection Report 2024.PDF**

Description: Independent Inspector Report of Property (Approx. 231 pages)

**. B2. Third Party Letters re History of Property Condition.pdf**

Description: Seven Letters – History of property condition (Approx. 11 pages)

**. C1. Preliminary Inventory & Summary of Issues and work needed Plan.pdf**

Description: Original summary of repair issues identified (Approx. 5 pages)

**. D1. Breanna (Privy Chambers) emails Re—Reports preparation & bill rate.pdf**

Description: Outlines tracking & compiling processes during (Approx. 5 pages)

- . E1. Online research utilized in documentation of claim.pdf

Description: Info on maintenance and cost norms (Approx. 9 pages)

- . Fl. Porter—Leases History & Claims write-up relating to USS of Nevada.pdf

Description: Porter providing recap of history & claim overview (Approx. 13 pages)

- . **Uss Clackamas Leases**

- . Clackamas Amendment to Leases No. 1-Clackamas--Signed.pdf
- . Clackamas Amendment to Leases No. 2-Clackamas--Signed.pdf
- . Signed 3rd Amendment to Clackamas Lease--May 30, 2012.pdf
- . Signed 4th Amendment Uss Clackamas lease.pdf
- . Signed 5th Amendment USS OMJ lease.pdf
- . USS Clackamas Lease Blue Office 12211 SE Hwy 212 97015\_0.pdf
- . USS Clackamas Lease CP San 12209 SE Hwy 212 97015\_0.pdf
- . USS Clackamas Lease Red Shop 12275 SE Hwy 212 97015.pdf
- . USS Clackamas Lease White Shop 12249 SE Hwy 212 97015.pdf

- . **USS OMJ Clackamas Yard Pics PDFs**

- . USS OMJ Clk Yard 2024 Mth 05 Bre.pdf

Description: Sampling of Pics (Approx. 37 pages, 9 pics per page)

- . USS OMJ Clk Yard 2024 Mth 07 Day 16 Cliff.pdf

Description: Sampling of Pics (Approx. 5 pages, 9 pics per page)

- . USS OMJ Clk Yard 2024 Mth 07 Day 24 Cliff.pdf

Description: Sampling of Pics (Approx. 1 page, 9 pics per page)

- . USS OMJ Clk Yard 2024 Mth 08 Bre.pdf

Description: Sampling of Pics (Approx. 20 pages, 9 pics per page)

- USS OMJ Clk Yard 2024 Mth 08 Day 04 Cliff.pdf

Description: Sampling of Pics (Approx. 2 pages, 9 pics per page)

- USS OMJ Clk Yard 2024 Mth 08 Day 13 Cliff.pdf

Description: Sampling of Pics (Approx. 23 pages, 9 pics per page)

- USS OMJ Clk Yard 2025 Mth 01 Day 10 Cliff.pdf

Description: Sampling of Pics (Approx. 11 pages, 9 pics per page)

- USS OMJ Clk Yard 2025 Mth 02 Day 21 Cliff.pdf

Description: Sampling of Pics (Approx. 42 pages, 9 pics per page)

(Note—The sampling of pics in pdf files above where from an inventory of pics of the Clackamas yard in our files related to the 2024 and 2025 time periods (pre and post surrender of the property by USS back to OMJ at the end of November 2024). The inventory of pics exceeds several thousand pics and consumes an enormous amount of electronic storage space. OMJ chose to not share, at this time, this shared online drive due to extreme amount of storage space required and overall volume of pics. OMJ feels that the Inspector's Report, the Seven third party Letters and the Sampling of Pics in the above pdf files are more than sufficient to establish an overall understanding of the property's lack of maintenance & repairs overtime, damages and extremely poor and unrentable condition when surrendered by USS back to OMJ. However, if requested, all the thousands of pics can be produced if requested.)

## **SUMMARY OF OMJ LEASES & CLAIMS RELATED TO UNITED SITE SERVICES OF NEVADA**

### **Background pre-Lease**

In 2007, United Site Services wanted to enter the portable restroom markets in Oregon and in Washington. To achieve that goal United Site Services acquired from CP San LLC (Owned by Rogers C Porter) various assets related to CP San's operations in Roseburg area (Valco), Eugene area (Sani-Pot), Astoria area (Seacoast), Portland – Vancouver area (Cascade Phillips, Northwest Sanitation & Advantage) and Seattle – Tacoma area (Emerald Sanitary Services). The transaction involved approximately 80 plus people related to CP San operations becoming employees of United Site Services. Thousands of pieces of equipment were acquired in the transaction from CP San. The operation was a substantial acquisition in size and dollars for United Site Services at that time in United Site Services history. The transaction, while complex, went off without any major issues or conflicts pre transaction, during transaction and very important post transaction. Mr. Porter worked very closely with United Site Services management to facilitate a smooth transition for all parties. As a separate deal at the time, United Site Services wanted to lease the Clackamas facility used by CP LLC operation. Mr. Porter owned and or controlled the property via various entities. United Site Services entered a combination of leases that are described in the next section. It should be noted that United Site Services and Mr. Porter, including his entities, have had a great close working relationship for most of 18 years. Mr. Porter had hoped, and still hopes, that issues surrounding this proof of claim can be quickly addressed and resolved after a long history of good and productive cooperation.

### **Lease Background**

OMJ LLC, a single-member LLC formed in Oregon (Rogers C Porter Sole Member), has claims against United Site Services of Nevada (herein referred to as "USS") concerning leases (Four separate Leases plus five amendments herein referred to as "OMJ Leases") that were originally entered into during 2007 and 2008. These leases term and holdover periods expired pre-USS bankruptcy filing. The OMJ claims against USS relate to issues arising out of the terms, performance, or expiration of those agreements. Copies of the leases and all amendments will be provided.

The Leases related to five separate properties in Clackamas Oregon. The properties are connected and together form a single operational facility of approximately three acres

surrounded by a fence (herein referred to as "Clackamas Yard"). The Clackamas Yard includes, among other things, a two story house and attached garage that was converted into an office facility, two separate major shop building (with truck bays, office space, restrooms, storage space, etc.), Industrial waste water receiving station and control building, covered lite concrete wash pad area with pump and an adjacent water recycling shed, standalone conference room building, large converted office trailer used to store portable toilet supplies, covered storage structure between two 40ft storage shipping containers, a third 40ft shipping container used for parts and a tire repair room, two steel water towers, etc. The facility includes extensive graded and graveled yard space for outdoor equipment storage, parking and driving. A paved / driveway entrance area was added to the property (approximately 2013 -2015) as part of an Oregon State highway project. The facility has extensive outside lighting, multiple power poles, four separate water services / meters & five separate power services / meters.

The leases and amendments are all the same with the only difference being the parcel of property being leased in each of the lease agreements. In effect, all the leases are the same for all major issues other than base rent and specific property subject to the lease.

The original leases and first four amendments provided for lease term durations, with options to renew that were exercised by USS, through September 30, 2023. This was basically an initial lease with options of approximately fifteen years.

The excerpt below, from the Fifth amendment, which extended the lease with modifications, can provide an overview of lease and amendment document history up to the signing of the fifth amendment.

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#### **FIFTH AMENDMENT TO LEASES**

**THIS FIFTH AMENDMENT TO LEASES** (this "Amendment") is made as of June 30, 2022 (the "Effective Date") between **OMJ, LLC ("Lessor")** and **UNITED SITE SERVICES OF NEVADA, INC.,** a Nevada corporation ("Lessee").

#### **RECITALS**

- A. Lessor, as successor-in-interest to CP SAN, LLC, WHITE SHOP, LLC, RED SHOP, LLC, and BLUE OFFICE, LLC, and Lessee are parties to a series of leases for certain real property and structures thereon located as follows (each, a "**Lease**" and collectively the "**Leases**");

- a. Lease dated May 8, 2008, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment to Lease dated April, 2018, for 12209 SE Highway 212, Clackamas, Oregon (the "**CP San Lease**").
- b. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April, 2018, for 12249 SE Hwy 212, Clackamas, Oregon (the "**White Shop Lease**").
- c. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April, 2018, for 12275 SE Hwy 212, Clackamas, Oregon 97015 (the "**Red Shop Lease**").
- d. Lease dated October 1, 2007, as amended by Amendment to Lease dated March 22, 2012, Amendment No. 2 dated April 24, 2012, Third Amendment to Lease dated May 30, 2012, and Fourth Amendment dated April, 2018, for 12211 SE Highway 212, Clackamas, Oregon (the "**Blue Office Lease**").

B. The Leases are set to expire on September 30, 2022.

C. The parties desire to extend the term of the Leases as set forth herein.

The fifth amendment goes on and creates an "Extended Term" to the OMJ Leases through **March 31, 2024**. The fifth amendment, among other things, created a new monthly Base Rent totaling \$23,000 per month plus terms such as:

1. **No Option to Extend.** Lessee shall have no right to further extend the term of the Leases beyond the Extended Term.
2. **No Default.** Lessee acknowledges and agrees that there are no breaches or defaults under the Leases on the part of Lessor, nor does any condition exist that, with the passage of time or the giving of notice or both, would constitute such a breach or default on the part of Lessor under the Leases, nor does Lessee have any rights or claims of offset against Lessor.
3. **As-Is; Waivers.** Lessee reaffirms its acceptance of the Premises "as-is, where-is". Nothing herein shall constitute an assent, express or implied, or waiver, by

Lessor, to any breach of any covenant or condition contained in the Lease, known or unknown.

4. **Cross Default.** A new Section 6.1.7 is added to the Leases to read as follows:

"6.1.7 An event of default occurs under any present or future obligation of any kind owed by Lessee to Lessor, including but not limited to any lease between Lessee and Lessor."

5. **Document Preparation Fee.** Lessee shall pay to Lessor a fee for document preparation in the amount of \$2,000 by July 15, 2022.

6. **Incorporation: No Offer.** The terms and conditions of this Amendment are hereby incorporated in and made a part of the Leases, which remain in full force and effect subject to the amendments made hereunder. In the event of any conflict between the terms of the Leases and those of this Amendment, the terms of this Amendment shall prevail. The submission of this Amendment to Lessee shall not be construed as an offer, and Lessee shall not have any rights under this Amendment unless Lessor executes a copy of this Amendment and delivers it to Lessee

It should be noted that the fifth amendment effectively establishes, among other things, a new base monthly rental rate, an extension of the leases term, waiver of any USS claims for the periods prior to the extension while maintaining OMJ accumulative rights for the periods prior to the extension.

At the end of the Extended Term, USS was still on the property and continued occupying and using the property. David Conant, USS Director of Real Estate and Risk Management from June 2019 to June 2025 (per LinkedIn Profile), who was OMJ's contact at USS, informed Rogers Porter of USS's need to be in holdover mode via phone call near the end of the extended term. USS entered a holdover mode on April 1, 2024, and remained in a holdover mode until late November 2024, at which time Dave Conant informed Mr. Porter via phone call that USS was no longer on the property. He also informed Mr. Porter that they were done with the property and that USS was not going to pay anything related to holdover mode after October 31, 2024. Mr. Porter objected to the USS position given the timing of the call and the extensive damages and repairs that needed to be addressed related to the OMJ property (required per OMJ Leases) before USS could return the property to OMJ and terminate USS obligation for holdover Base Rents. At the time of David Conant call in late November 2024 USS had physically occupied and used the OMJ property for approximately 17 years and 2 months (16 years and 6 months per lease terms and extensions and 8 months of holdover).

OMJ has been working on identifying all its claims, needed repairs, bids, managing and

completing repairs and marketing the property for lease. A new tenant, a regional portable toilet company, moved into the Clackamas yard August 1, 2025. OMJ could not resolve or whittle down claims with USS because Mr. Conant wanted a full matrix of all claims before he would even look at, or even address, or pay. Mr. Porter tried multiple times to try and get USS to process obvious and clear claim amounts in the interim with no success. Mr. Porter feels that a lot was achieved, given the size of the project, to be able to get the property in a good enough condition and released in a nine-month period (USS surrendered at the end of November 2024 and was leased out beginning August 2025). Mr. Porter did not want to manage the repair process or manage the claim process this way, but USS's position gave him few options. USS did not need the facility anymore.

**Leases provisions, among many, that relate to OMJ Claims are listed below:**

3.6 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one half percent (1 ½%) per month, or (ii) the maximum rate of interest then permitted by Law. Lessor may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease. In addition to the Late Charge, Lessee shall pay Lessor an additional charge of \$75 for any checks returned due to insufficient funds.

5.1 Repairs and Maintenance. Lessor shall, at Landlord's cost and expense, maintain the foundation, structural walls and roof structure (but not the membrane) of the Building in good order and repair. Except as set forth in the preceding sentence, Lessor shall have no obligation to repair, maintain and/or replace the Premises, the Building or any component of either. Lessee shall:

5.1.1 maintain all portions of the Building and the Premises that are not the responsibility of Lessor and all fixtures situated within the Premises in good order and repair;

5.1.2 maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Lessee's request and that serve the Premises;

5.1.3 make all necessary repairs and replacements to all portions of the Building and the Premises; and

5.1.4 not commit waste to the Premises or any part thereof If Lessee fails to perform Lessee's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Lessee, except in an emergency when DO notice shall be required, Lessor may enter upon the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of one and one-half percent (1 ½%) per month, as Additional Rent payable by Lessee with the next installment of Rent, provided that in the event such rate exceeds the maximum rate then allowed by law, the interest rate shall be such maximum rate allowed by law

9.1 Surrender. Lessee and those claiming by, through or under Lessee, shall, at any time prior to the expiration of the Term or prior termination thereof, then or within ten (10) days thereafter, remove all personal property, trade fixtures and any equipment installed by Lessee from the Building and the Premises, provided that if such removal causes any damage to the Premises, Lessee shall promptly repair the same. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary wear and tear. Lessee shall remove any conduits, wiring, cables or alterations installed by Lessee and shall repair all damage to the Premises and the Building resulting from that removal. If Lessee fails to remove any such personal property or alterations, including conduits, wiring, cable or alterations, those items shall be deemed abandoned, and Lessor may remove or dispose of such items without liability to Lessee or others, and Lessee shall reimburse Lessor for the cost of such removal and storage thereof upon demand.

9.2 Holdover. If Lessee fails to surrender the Premises and remove all its personal property as set forth herein, Lessor may either: (i) recognize Lessee as a month-to-month Lessee at sufferance and such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate; or (ii) evict Lessee from the Premises and recover all damages resulting from Lessee's wrongful holdover.

17.1 No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of, or failure by one party to insist on the other's prompt performance or observance of, any such covenant or condition shall be deemed to be a

waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. The payment by Lessee and acceptance by Lessor of rent or other payment hereunder or silence by either party as to any breach shall not be construed as waiving any of such party's rights hereunder unless such waiver is in writing

18.1 Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

21.1 This Lease contains the entire and exclusive agreement between the parties with respect to the lease of the Premises and supersedes all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by Lessor and Lessee.

22.1 This Lease shall be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made a part hereof.

23.1 In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorney's fees and costs resulting from such litigation. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Lessor and Lessee hereby expressly waive any right to require that any dispute under this Lease be heard before a jury

### **USS Bankruptcy & OMJ Claims**

USS has entered voluntary Chapter 11 Federal Bankruptcy. USS filed approximately December 29, 2025, in the U.S. Bankruptcy Court for District of New Jersey Case number 25-23630. OMJ appears in a filed matrix of USS creditors. OMJ and its correct mailing address of 4141 SE Augusta Gresham Oregon are shown in matrix filing. The matrix does not show amounts owing to OMJ as of the filing date, class or status. Based on the filing it is expected that OMJ will be in Class 8 general unsecured creditor. This expected class is because USS lease of the OMJ property completed / terminated long before USS's filing date of December 29, 2025. Per USS's proposal, filed Chapter 11 plan, Class 8 general unsecured creditors will not be impaired and thus have no official voting rights as the plan

assumes a yes vote to confirm. As a member of this class OMJ rights under the lease will not be impacted. It is OMJ position that all its rights under the leases are intact and valid and per the leases governed by State of Oregon law.

OMJ claim for damages is extensive. OMJ Leases are basically full triple net leases that place the financial burden on USS for almost all costs associated with the property during USS use / lease of the property over the 17 plus years. The only exceptions are spelled out in the leases specifically. OMJ has claims related to, among other things, destroyed property, property damage, repair and maintenance, a failure to perform routine maintenance and replacement, failure to return the property in required surrender condition, administrative charges for Lessor cost, holdover rent, holdover rent surcharge, unpaid real property taxes, interest pre and post filing, late fees and legal fees pre and post filing.

OMJ also has a potential claim / concern that its protections under the leases related to USS caused environmental damage, regulatory damages, third-party claims, taxing authorities claims, etc. are not impaired or barred in the future because of this bankruptcy process. As of this date OMJ has no knowledge of any of these types of claims. Again, OMJ expects to be in a Class general unsecured creditor which per USS plan there will be no impairment.

#### **Condition of Property at OMJ Leases begin Dates (Approximately 2007 / 2008)**

Any assertion, if made by USS, concerning the condition of the property prior to USS taking possession, as being preexisting, as a defense to OMJ current damage claims would not be valid. USS acknowledged and accepted the original condition of the property in the original OMJ Leases as follows:

Per section 1.2 of the OMJ Leases ---Delivery of Possession and Commencement. Lessor shall deliver the Premises to Lessee in good condition and repair. Lessee acknowledges that Lessee accepts the Premises "As-is, Where-is" and as suitable for Lessee's intended use, in good and sanitary operating condition and repair, and without any other representation or warranty by Lessor as to the condition, use or occupancy.

OMJ offers the statements of multiple parties, with knowledge and history related to the property, that supports OMJ's position that the overall condition of the property was in good condition and repair, as to: the existence of the later destroyed Conference Room Building; the existence of the Dump Station design / drawings / operating manuals and related operating computer; and the existence of the destroyed Canopy (partially enclosed area) between two 40 foot storage containers.

In addition, USS per the OMJ Leases, would be required to perform all work necessary to correct anything it would subsequently find, subject to specifically identified items listed in the OMJ lease that were OMJ responsibilities, as part of USS's duties, to perform. (See Section 5 of OMJ Leases)

**Condition of Property upon Return to OMJ (2024 approx. 17+ years after inception)**

The level of damage is documented via the following:

1. Statements of multiple parties, with knowledge and history related to the property, as to, among other things, supports OMJ position that the condition of the property was horrible and filthy, destroyed / damaged components, long term lack of repairs and maintenance, Conference room building was gone, the Dump Station design / drawings / operating manuals and related operating computer were gone, and the Canopy (partially enclosed area) between two 40 foot storage containers was gone. Statements will be provided.
2. The approximately 230-page property Inspection Report prepared by Andrew Stronach of AKS Consulting dated May 15<sup>th</sup>, 2024. The Inspection Report, as a general statement, describes a facility in a filthy state that needs massive repairs attributed in large part to the lack of basic repair and maintenance over a long period of time. The Inspector's Report will be provided.
3. Pictures of the property were taken over a period beginning in April 2024. There are a couple thousand pictures that were taken by multiple people. Due to the volume OMJ will make a sharing cloud file available upon request. OMJ is confident that the pictures clearly support its arguments about the condition of the yard and levels of damage USS left the yard in when they surrender possession of the facility

Note that to date USS personnel have not denied the overall condition of the property and its horrible condition. Mr. David Conant, USS Director of Real Estate and Risk Management from June 2019 to June 2025 (per LinkedIn Profile) was provided with a copy of the inspection report and some of the yard pictures taken over various dates ("USS /OMJ Screen Shot of Files Shared with David Conant of USS" available on request) and received various emails, over many months, from Mr. Porter about the property condition, and performed a walkthrough of the property on August 27, 2024. Mr. Conant big issue was he wanted a full matrix of all repairs and estimates before he would even address paying on

anything. Mr. Porter tried multiple times to try and get USS to process obvious and clear claim amounts in the interim with no success.

USS basically walked away from performing the required work shifting the USS burden of correcting the situation onto OMJ. Basically, it looks like USS figured they could avoid paying rent while completing the lease required repairs needed before surrendering the property back to OMJ. It became clear during this process that USS local representatives were unable and / or unwilling to handle the situation for Mr. Conant. It was clear from Mr. Porter's communications with Mr. Conant that Mr. Conant was frustrated by local USS personnel assistance. It was clear that local USS no longer needed the facility and approached the situation with it is USS home office issue to deal with resolving. Basically, USS local was too busy with a new Salem facility, local operations and turnover in local management and personnel.

#### **Recap of Work Performed and / or Needed to OMJ Site Caused by USS**

As previously noted in the above discussions, Mr. Porter / OMJ did not want to manage the repair process or manage the damages claims process originally. However, USS's position of not performing the work, not assisting in the process in a meaningful way and not willing to look at anything or pay anything until everything was determined gave him few options.

The focus for OMJ became to thoroughly assess the situation, begin repairs and to when reasonably as possible begin marketing the property with an overall goal to properly repair, control cost and limit downtime for the property rental. Basically, it included among other things, a lot of landscaping work, roof cleaning, yard garbage, and a lot of preliminary gravel work to address many of the pothole lakes that were on the property given it was rainy season in Oregon. We prepared a preliminary inventory / summary of issues & work needed plan to help keep track of issues and developed processes to track time and money spent. Eventually we were able to list the property. Note that the property still needed the bulk of the total repairs, at the time it was listed for future lease, and was nowhere in a condition for a new tenant to take possession in the near term. Our goal was to get the word out to the business community that the property would be available soon. OMJ was able to lease the property out beginning in August 2025. It should be noted that the work repairing the property continued for approximately a month after the new tenant moved into the facility.

The number of hours and timing required to determine scope of work needed, research solutions, obtain bids, perform work, manage contractors and communicate with USS is shown in a monthly recap. We tracked labor and will provide reports. Note that I used personnel from another entity that I am General Manager & Sole Managing Member of named Luxury Restroom Trailers by Privy Chambers LLC. Please note that most of my

personal time is not in this schedule. I am not making a direct claim for this since I feel my time is adequately covered in the lease administration fee portion of the claim.

### **Estimated Claim Components, Amounts and Supporting Documents**

OMJ has a Claim for potential and currently unknown claims and rights against USS, that survived lease term expiration, that are not in the listed claim amounts of **\$1,182,60** below and are provided for in the OMJ leases terms (herein "Unknown Claims"). As of the filing date of this proof of claim, OMJ is not aware of any such described potential unknown claims currently being asserted or pending. These unknown claims would include such things as USS obligation for indemnification of OMJ for things like environmental issues, regulatory issues, third party claims, etc. arising out of USS's leasing and use of the property. OMJ does not want its lease rights barred due to USS filing Chapter 11 if future events identify additional USS obligations to OMJ. Note that in the USS Chapter 11 plan, the plan states that parties in the unsecured general creditors class are not going to be impaired by the plan and will not be voting on the plan given no impairment. OMJ would assert that the plan thus requires all OMJ rights, per the OMJ lease, against USS not be altered reduced or barred pre or post filing date per the bankruptcy plan in order to not impair OMJ under the plan given its class of unsecured general creditor.

OMJ is claiming that USS owes it a total of **\$1,182,460** (Known pre filing Claims). The known claim is supported by the schedules and documents listed and included below in this document. It should be noted that OMJ has used a \$75 per hour rate for Privy Chambers personnel shown in the USS / OMJ Summary of Claims schedule calculations. For similar work for customers' Privy Chambers standard billing rate for labor is currently set at approx. \$135 per hour (per Breanna Hays-McKay of Privy Chambers email which will be provided).

There are three damage claim amounts that required a best estimated approach by going on google searches to estimate a reasonable amount.

The first item was developing an estimate for asphalt driveway repairs. The driveway is relatively new and was installed approximately 2013-2015 as part of an entrance move performed by State of Oregon. It was extremely hard to find a contractor interested in a relatively small asphalt driveway (approx. 28ft x 90ft) repair or replacement project. Too busy, no return call and no showing were common. The search provided a range of \$30,000 to \$38,000 for basically for a similar size driveway "Heavy-Duty Adjustment" estimate when daily heavy truck traffic. It also talks about the need for routine maintenance for the life of the driveway. The driveway is breaking and sinking, and we do not think it will last many more years, and we question feasibility of repairing damaged sections. OMJ is electing to estimate a minimum cost of \$15,000 to be used in the claim with the hope the amount is sufficient and the driveway is repairable. A copy of the search results will be provided.

The second item was to get estimate on replacement cost for the covered area that previously went between 2 40ft metal storage containers at the back NE corner. Provided a covered shelter area, approx. 20-25 ft wide and approx. 40ft deep for equipment stored between the two containers. The back wall was fully enclosed. The structure had power outlets, inside and outside overhead lighting and a level graveled floor. The roof and back wall were made of wood construction. OMJ has no plan to replace the structure but do want to get compensated for the loss. It was not reasonable to seek bids, so we turned to look at a large array of different types of similar style covers. OMJ elected to use an estimate of \$20,000 which should be more than reasonable given the Ai search estimate ranging between \$18,000 to \$40,000. Note also that the Ai estimate did not include amounts for replacing lighting, power and level gravel floor the destroyed canopy had inside. A copy of the search results will be provided.

The third item was to estimate the replacement cost of all the design drawings, specifications and related construction pictures for the Industrial Wastewater receiving station (we refer to as the Dump station). In addition, we need to estimate the replacement cost of all the operational and instructional manuals for running the computers and electronic controllers PLCs built into the Dump station operation. The system was highly automated, and highly specialized customs products when built in 2001. OMJ has estimated a total cost of approx. \$20,000 given that it is not unreasonable for these items to run 10% to 20% of a new wastewater disposal facility. This type of facility to build today would easily exceed \$500,000 which implies cost of \$50,000 for the lost intangibles related to the design and operating manuals. It is extremely difficult to operate, maintain, repair and upgrade the facility without these lost documents. A copy of the search results will be provided.

**Remaining supporting Schedules and Documents for claim are as follows:**

"USS / OMJ Summary of Claims" will be provided.

"USS / OMJ Lease – Holdover Base Rents / Late Fees / Interest Calculations" will be provided.

"USS / OMJ Lease – Clackamas County Real Property Taxes 2024-2025 tax year / WES-Clackamas County Surface Water & Sanitary Sewer Fees / CRW-Clackamas River Water" will be provided.

"Clackamas Yard – Inv & Receipt Control" and a related emails from Breanna Hays-McKay regarding procedures used to track process and prepare schedules plus copies of invoices and receipts will be provided.

"Clackamas Yard – Yard Time Log" and the related procedural email from Breanna Hays-McKay regarding procedures used to track process and prepare schedule will be provided.

An email dated 1/5/26 subject "Privy Chambers – Yard Repair Rates" from Breanna Hays-McKay regarding Privy Chambers current labor rate it uses for billing repair & maintenance work on trailers, trucks and all equipment at Privy Chambers' Portland yard location will be provided.

### **Conclusion Comments**

It was critical that USS perform timely and annual maintenance, major repairs & preventive work over the years (Ex. Gravel yard, Metal roof, Painting, Landscaping, Basic water line winterization, Corner damage to White shop, Rot in Office porch, Muffin monster, Etc.). It is clear that a large percentage of the overall listed damage, in terms of dollar amount, can easily be attributed to USS's approach of not maintaining the Clackamas Yard property, performing the bare minimum approach and in some cases not replacing damaged items at all over the 17+ years of the OMJ Leases.

"USS / OMJ Critical need of maintaining Gravel in Parking Lots on a continuous basis" discussion document will be provided.

"USS / OMJ Annual Maintenance of Metal Roofs on Building" discussion document will be provided.

This write up prepared by

Rogers Porter, Owner  
OMJ LLC