From: MEDFORDOR Support <medfordor@govqa.us>

To: info4publicuse@protonmail.com <info4publicuse@protonmail.com>

Subject: City Records Request :: M011718-042925

Date: 30.04.2025 04:49:04 (+02:00)



Dear Information For Public Use Southern Oregon:

Thank you for your interest in public records of City of Medford. Your request has been received and is being processed in accordance with the Oregon Public Records Law. Your request was received in this office on 4/29/2025 and given the reference number M011718-042925 for tracking purposes.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question. PLEASE NOTE: The Oregon Public Records Law does not require a governmental body to create new information, to do legal research, or to answer questions.

Records Requested: Dear Public Records Officer, This is a public records request under Oregon's open record laws (ORS 192.001 to 192.990). I am requesting copies of the following records: A copy of all messages (posts and replies) made by Medford Police and/or its staff, and in posted in the "Black lives matter Southern Oregon(Medford/Grants Pass/Ashland)" Facebook group. This would include any posts posted by MPD crime analysts using "sock" accounts. If the post is a "comment" in reply to a post made by a non-MPD user, please screenshot the entire "thread" so that the context can be seen. If there are any fees for searching or copying these records, please inform me if the cost will exceed \$25. This information is being requested for non-commercial purposes. The Oregon open records law requires a response to this request within five (5) business days per ORS 192.324. If your office does not maintain these public records, please let me know who does and include the proper custodian's name and address. If you choose to deny any part of this request, please provide a written explanation for the denial(s), including a reference to the specific statutory exemption(s) upon which you rely. Also, please provide all segregable portions of otherwise exempt material per ORS 192.338, and please "black out" any exempt material rather than "white out." Please note that any denials to this public records request may be appealed and/or result in litigation per ORS 192.407 and ORS 192.431(3). Please let me know if you have require any additional information or need further clarification regarding this request. Thank you. Information for Public Use

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Public Records Center.

Thank you, City of Medford

To monitor the progress or update this request please log into the Public Records Center



From: **MEDFORDOR Support** <medfordor@govqa.us>

To: info4publicuse@protonmail.com <info4publicuse@protonmail.com>

Subject: [Records Center] City Records Request :: M011718-042925

Date: 20.05.2025 19:57:30 (+02:00)

Attachments:

Black Lives Matter Southern Oregon Posts.pdf

BLM_SO_Post_4.pdf

BLM SO Post 2.pdf

BLM SO Post 3.pdf

BLM SO Post 1.pdf

--- Please respond above this line ---



Dear Information For Public Use Southern Oregon:

Attached please find records responsive to your request.

Thanks,

David R. Schambach

Senior Assistant City Attorney

To monitor the progress or update this request please log into the <u>Public Records Center</u>





















Black lives matter Southern Oregon(Medford/Grants Pass/Ashland) > Your Content

Your Content

Manage and view your posts in the group. Admins and moderators may have feedback.

Pending

Published
4 posts

Declined

Removed

Published · 4 ■

Newest first



Jessica Taylor Black lives matter Southern Oregon(Medford/Grants Pass/Ashland)

June 19, 2020 · 😂

does anyone know what time n where we r meeting tomorrow in jacksonville??

View in group



Jessica Taylor Black lives matter Southern Oregon(Medford/Grants Pass/Ashland)

June 4, 2020 · 😂



View in group



Jessica Taylor Black lives matter Southern Oregon(Medford/Grants Pass/Ashland)

June 4, 2020 · 😁

has anyone stated an event page for saturday?? i think we should so we can help eachother... medics water snacks kinda stuff

View in group



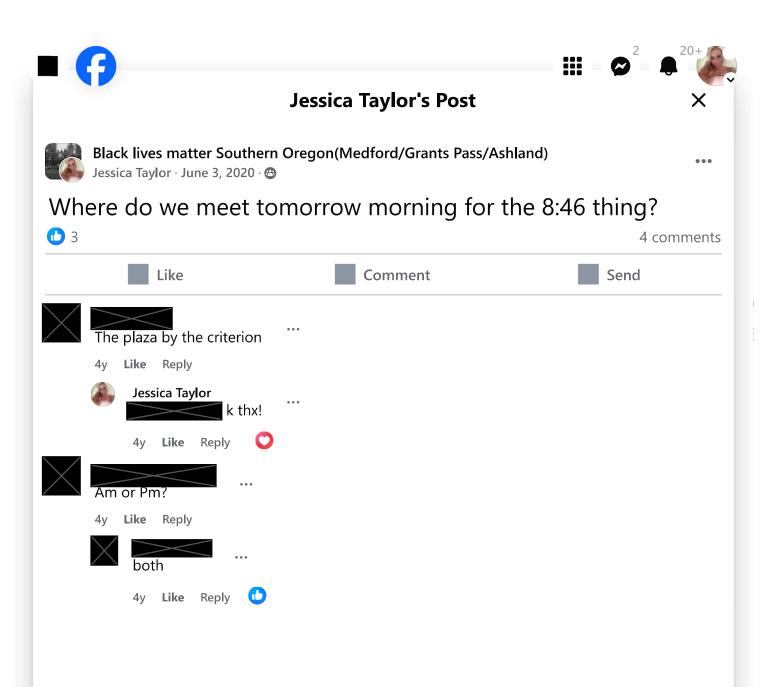
Jessica Taylor Black lives matter Southern Oregon(Medford/Grants Pass/Ashland)

June 3, 2020 · 🕾

Where do we meet tomorrow morning for the 8:46 thing?

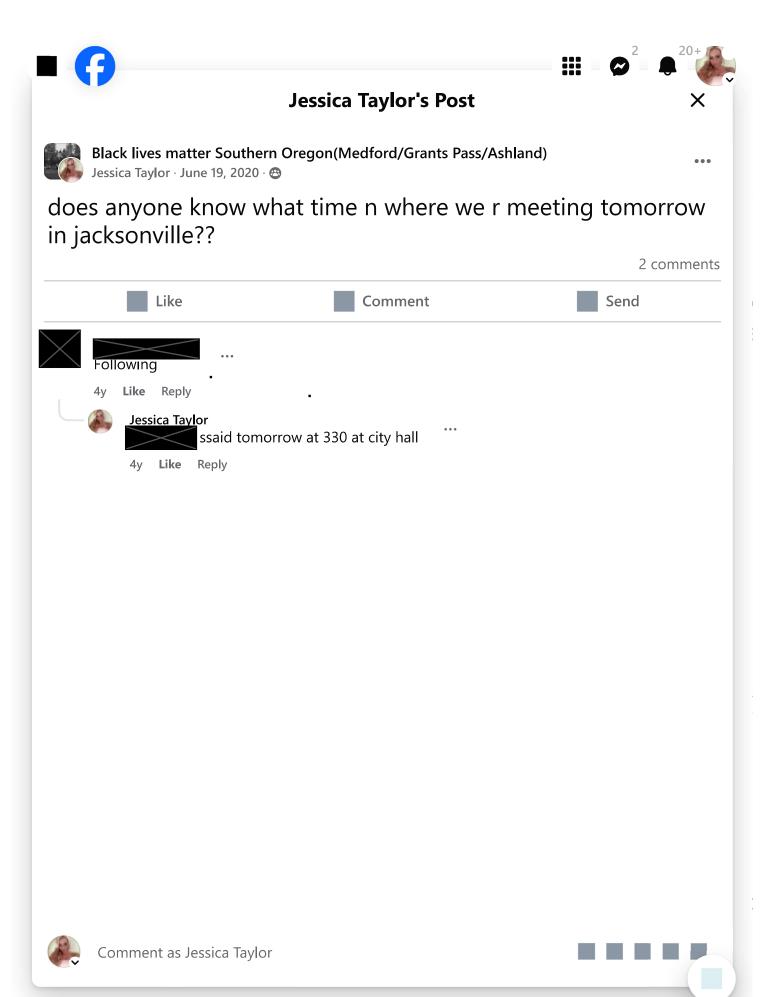
View in group

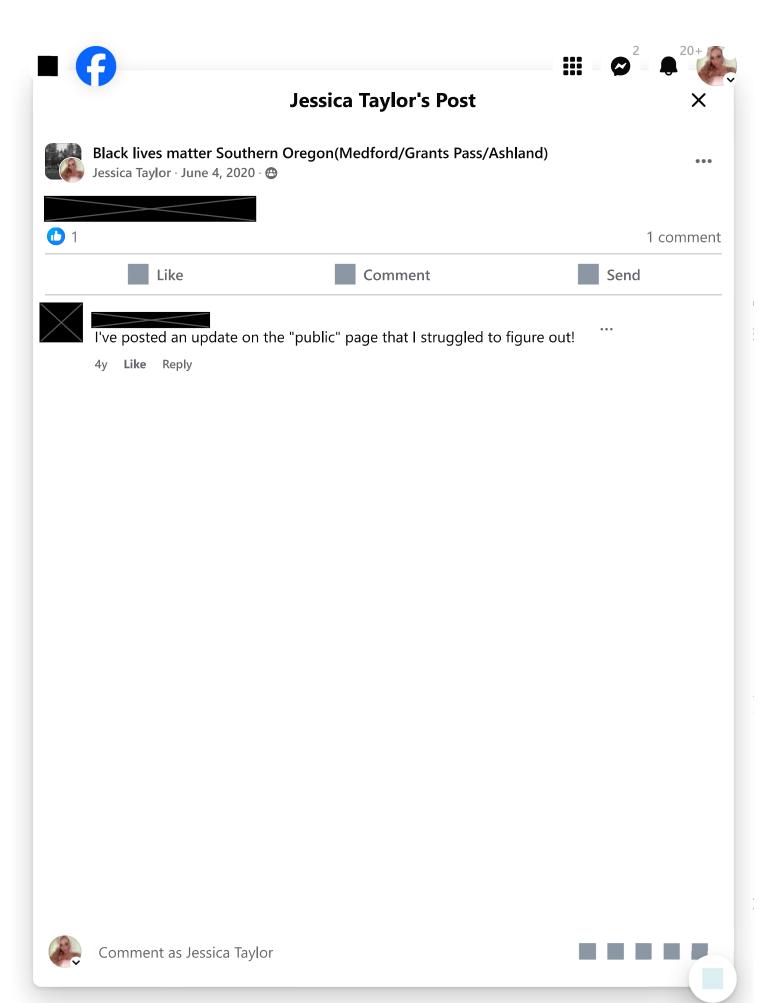




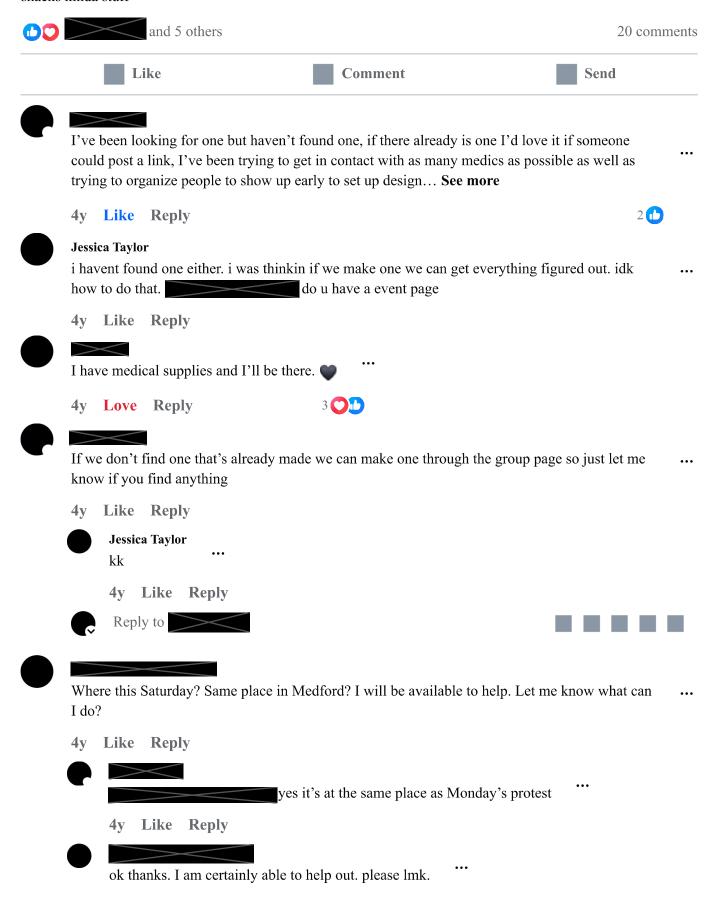


Comment as Jessica Taylor





has anyone stated an event page for saturday?? i think we should so we can help eachother... medics water snacks kinda stuff





Message Key: 0003157D36F65054ABA62D860A611AB9A185FC65

Cryoserver

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov>

To: "jill.hatten@cityofmedford.org" <jill.hatten@cityofmedford.org>

Addressed To: jmhatten@cityofmedfordor.mail.onmicrosoft.com

Subject: LPR Check

Date: Tuesday, November 09, 2021 15:42 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Good Afternoon Jill,

Det Steve Bohn asked me to contact you and request a LPR check on (2) vehicles. Please see details below:

Case #: 21-4888

Vehicles: ORS 192.345(3

Date Range: 2021

Thanks,

Dario Benitez Criminal Analyst U.S. Immigration & Customs Enforcement Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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Good Afternoon Jill,

Det Steve Bohn asked me to contact you and request a LPR check on (2) vehicles. Please see details below:

Case #: 21-4888

Vehicles: ORS 192.345(3

Date Range: 2021

Thanks,

Dario Benitez Criminal Analyst U.S. Immigration & Customs Enforcement Homeland Security Investigations (HSI) Message Key: 0003157DF112EEF7916CD6BC93738FA9F10F6C8A

Cryoserver

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov>

To: "jill.hatten@cityofmedford.org" <jill.hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: LPR Check

Date: Tuesday, November 09, 2021 15:42 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Hi Jill,

Much appreciated!

Thanks again,

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org >

Date: Tuesday, Nov 09, 2021, 2:26 PM

To: Benitez, Dario < Dario.Benitez@ice.dhs.gov >

Subject: RE: LPR Check

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact ICE_SOC SPAM with questions or concerns.

Here you go

I only went back to 1/1/19, let me know if you want me to check further back.

From: Benitez, Dario < Dario.Benitez@ice.dhs.gov>
Sent: Tuesday, November 9, 2021 12:42 PM
To: Jill M. Hatten < Jill.Hatten@cityofmedford.org>

Subject: LPR Check

Message Key: 0003157D5B1136AFECD30DE199A3E303C7660AC2

Certified from Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
Addressed To: jmhatten@cityofmedfordor.mail.onmicrosoft.com

Subject: RE: LPR Check

Date: Tuesday, November 09, 2021 17:35 EST

<EXTERNAL EMAIL **Click Responsibly!**>

Good Afternoon Jill,

Det Steve Bohn asked me to contact you and request a LPR check on (2) vehicles. Please see details below:

Case #: 21-4888

Vehicles: ORS 192.345(3)

Date Range: 2021

Thanks,

Dario Benitez Criminal Analyst U.S. Immigration & Customs Enforcement Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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Message Key:

0003157DDA9C20CE74FC91996C6DDA4E68EFA434



From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: LPR Check

Date: Tuesday, November 09, 2021 17:35 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Hi Jill,

Much appreciated!

Thanks again,

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org >

Date: Tuesday, Nov 09, 2021, 2:26 PM

To: Benitez, Dario < Dario.Benitez@ice.dhs.gov >

Subject: RE: LPR Check

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Here you go

I only went back to 1/1/19, let me know if you want me to check further back.

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Tuesday, November 9, 2021 12:42 PM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: LPR Check

<EXTERNAL EMAIL **Click Responsibly!**>

Good Afternoon Jill,

Det Steve Bohn asked me to contact you and request a LPR check on (2) vehicles. Please see details below:

Case #: 21-4888

Vehicles: ORS 192.345(3

Date Range: 2021

Thanks,

Dario Benitez Criminal Analyst

U.S. Immigration & Customs Enforcement

Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657

Cell: (541) 200-4501



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Message Key:

0003157D160C124A8F116149285D53C741225F05

Cryoserver

From: To: Addressed To: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> "Jill M. Hatten" < Jill.Hatten@cityofmedford.org> jmhatten@cityofmedfordor.mail.onmicrosoft.com

Subject:

RE: Contact List

Date:

Wednesday, November 24, 2021 14:20 EST

Attachments:

File Name

image001.png (23.5 KB)

SOCET TF ROSTER (Updated 11.16.21).xlsx (23.6 KB)

Message Key

EEA80B06B7C72E409301D962A003F837 42CB77764400492C2BEEB29F2E1F0933

Good Morning Jill,

See attached Roster.

Thanks,

Dario Benitez Criminal Analyst U.S. Immigration & Customs Enforcement Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657

Cell: (541) 200-4501



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From: Jill M. Hatten < Jill. Hatten@cityofmedford.org> Sent: Tuesday, November 23, 2021 10:56 AM To: Benitez, Dario < Dario. Benitez@ice.dhs.gov>

Subject: Contact List

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact ICE SOC SPAM with questions or concerns

Any chance you have a contact list for the child exploitation team, and other HIS contacts? Thanks, Jill

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780 Website | Facebook | Twitter

Message #6

Message Key: 0003157D5C748B84855ED810B59583B32A971704

Cryoserver

From: "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" <Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Contact List

Date: Wednesday, November 24, 2021 14:20 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

SOCET TF ROSTER (Updated 11.16.21).xlsx (23.6 KB) 42CB77764400492C2BEEB29F2E1F0933

Good Morning Jill,

See attached Roster.

Thanks,

Dario Benitez Criminal Analyst U.S. Immigration & Customs Enforcement Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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From: Jill M. Hatten < Jill.Hatten@cityofmedford.org>
Sent: Tuesday, November 23, 2021 10:56 AM
To: Benitez, Dario < Dario.Benitez@ice.dhs.gov>

Subject: Contact List

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact ICE_SOC SPAM with questions or concerns.

Any chance you have a contact list for the child exploitation team, and other HIS contacts? Thanks, Jill

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780 Website Facebook Twitter

Message #7

Message Key:

0003163D51C7A8509C0A010ACB34BCDE5999BB09

Cryoserver

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> To: Cc:

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org> Steven Bohn

bohnsg@jacksoncounty.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: **RE: Contacts**

Date: Wednesday, January 25, 2023 18:11 EST

Hi Jill,

I don't recognize that name, but I looped Steve in just in case he does.

Thanks,

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org> Sent: Wednesday, January 25, 2023 3:00 PM To: Benitez, Dario < Dario. Benitez@ice.dhs.gov>

Subject: Contacts

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Good Afternoon,

Do you have Jesus Dominguez in your office?

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780 Work hours: Mon - Thur, 0700 - 1730 Website Facebook Twitter

Message # 8

Message Key: 0003163D8689367682A0FB27045F84AD75A2520E

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> "Jill M. Hatten" < Jill. Hatten@cityofmedford.org> To:

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Intelligence

Date: Wednesday, January 25, 2023 18:30 EST Hi

Jill,

He's one of the FPS guys, I believe there's only two of them.

I want to say Dominguez goes by Chuy (pronounced Chewy).

Thanks,

Dario

From: Jill M. Hatten < Jill.Hatten@cityofmedford.org > **Sent:** Wednesday, January 25, 2023 3:18 PM **To:** Benitez, Dario < Dario.Benitez@ice.dhs.gov >

Subject: FW: Intelligence

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Thanks,

We got this email from him, so I was wondering.

From: "Dominguez-Ortiz, Jesus A" < <u>Jesus.A.Dominguez-Ortiz@fps.dhs.gov</u>>

Date: January 25, 2023 at 2:00:33 PM PST

To: "Jason E. Antley" < Jason. Antley@cityofmedford.org >

Subject: Intelligence

<EXTERNAL EMAIL **Click Responsibly!**>

Was wondering if there is an intelligence analyst at Medford Police?

Was not sure if Emille was strictly crime analyst.

Thanks

Jesus Dominguez
Inspector / Law Enforcement Specialist #640
U.S. Department of Homeland Security
Federal Protective Service
Medford, Oregon Field Office
(503)586-6816 Mobile
+1(877)437-7411 Emergency Dispatch 24/7

Message

000316415D1C9CBAAC120E2B67F64F0D16EF556D



Kev:

To:

From: Chantel Chavez <cchavez@klamathfalls.city>

"Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario"

<Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>,
"daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'

<Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,

"ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone"

<Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm

<ri><richarjm@jacksoncounty.org>, Jagger Sarah <JaggerSM@Jacksoncounty.org>, "Stacey O'Dell</ri>

(sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>,

"Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>

Addressed

jill.hatten@cityofmedford.org

To:

Subject: Re: Southern Oregon Analyst Group

Date: Monday, May 01, 2023 18:25 EDT

Attachments:

File Name Message Key

Outlook-v4uis0eu.jpg (7.1 KB) E467EF31E42768CBA3B315BAEA1407DC

Hello to everyone, happy Monday!

I have been with the Klamath Falls Police Department since 2018. I was initially hired on as a Police Records Specialist. I worked in that position for just shy of 4 years. During my time in that role, I was brand new to law enforcement. My department is really supportive of continued education and training. I began diving into different things civilians could do in law enforcement. That is when I came across crime/investigative analysis, which is something my department did not have, it was a completely new concept. I reached out to surrounding agencies (shoutout to Medford PD, Ashland PD, Jackson County SO), where I was able to network and build some knowledge from others. I have attended quite a bit of online trainings (thanks to COVID) in the topic of crime/investigative analysis, nothing unfortunately in person.

My agency has been in full support of my analyst duties. In the last 8 months, I promoted in to a "Police Compliance Manager", I work directly under my Chief of Police. Although I do a vast amount of administrative work to support my command staff, and overall department operations. I am still fortunate to be able to continue my analyst duties within that role.

In the past I mostly was utilized by our Detectives and BINET team, with some assistance to patrol. I am working on making my capabilities more widely department known other than the investigative services side.

Currently, I utilize CLEAR, TLO, LeadsOnline, and some dabbling in Zetx. We are in the processing of changing our RMS system from EIS to Tyler Technology. We are also getting the Flock LPR. We use Lexipol/PowerDMS, ArcGIS, I am sure there may be a few things I am missing, but these are more my primary systems as of now.

I am hoping with this new position, and a bit more freedom to dabble in analyst work more. I can have more time to invest in learning from others and attending in person trainings. I know there is so much more out there that I haven't been exposed to yet, and I am excited to learn.

My email is below, my work cell is 541-891-3687, my direct desk line is 541-851-2429.

Chantel Chavez

Police Compliance Manager Klamath Falls Police Department 2501 Shasta Way, Klamath Falls, OR 97601

Email: cchavez@klamathfalls.city

Office: 541-883-5336

Page 11 of 65 - Export Date: 11 Feb 2025 15:51

Fax: 541-883-5389



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From: Jill M. Hatten < Jill. Hatten@cityofmedford.org >

Sent: Monday, May 1, 2023 2:35 PM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org

<burrowjb@jacksoncounty.org>; Chantel Chavez <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov

<daniel.radford@osp.oregon.gov>; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov
<dpeoples@josephinecounty.gov>; ebeachy@bendoregon.gov <ebeachy@bendoregon.gov>; Elise Brown (erbrown@co.douglas.or.us)
<erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A.

Barnes

<kabarnes@co.douglas.or.us>; Kari A. Bone <Kari.Bone@cityofmedford.org>; Natalie Avery (AveryNJ@jacksoncounty.org)
<AveryNJ@jacksoncounty.org>; richarjm <richarjm@jacksoncounty.org>; Jagger Sarah <JaggerSM@Jacksoncounty.org>; Stacey O'Dell (sodell@grantspassoregon.gov) <sodell@grantspassoregon.gov>; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov>; Waite-Reid, Laurie <Laurie.Waite-Reid@state.or.us>

Subject: Southern Oregon Analyst Group

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Jill Hatten | Crime Analyst

City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter

Message # 10

Message

00031641DE60CC5611D4B5ACE05F7A2FB42152F9 Key:



From: Chantel Chavez <cchavez@klamathfalls.city>

"Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario"

<Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>,
"daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'

<Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,

"ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor

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"Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>

Addressed kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org

To:

To:

Subject: Re: Southern Oregon Analyst Group Date: Monday, May 01, 2023 18:25 EDT

Attachments:

File Name Message Key

Outlook-v4uis0eu.jpg (7.1 KB) E467EF31E42768CBA3B315BAEA1407DC

Hello to everyone, happy Monday!

I have been with the Klamath Falls Police Department since 2018. I was initially hired on as a Police Records Specialist. I worked in that position for just shy of 4 years. During my time in that role, I was brand new to law enforcement. My department is really supportive of continued education and training. I began diving into different things civilians could do in law enforcement. That is when I came across crime/investigative analysis, which is something my department did not have, it was a completely new concept. I reached out to surrounding agencies (shoutout to Medford PD, Ashland PD, Jackson County SO), where I was able to network and build some knowledge from others. I have attended quite a bit of online trainings (thanks to COVID) in the topic of crime/investigative analysis, nothing unfortunately in person.

My agency has been in full support of my analyst duties. In the last 8 months, I promoted in to a "Police Compliance Manager", I work directly under my Chief of Police. Although I do a vast amount of administrative work to support my command staff, and overall department operations. I am still fortunate to be able to continue my analyst duties within that role.

In the past I mostly was utilized by our Detectives and BINET team, with some assistance to patrol. I am working on making my capabilities more widely department known other than the investigative services side.

Currently, I utilize CLEAR, TLO, LeadsOnline, and some dabbling in Zetx. We are in the processing of changing our RMS system from EIS to Tyler Technology. We are also getting the Flock LPR. We use Lexipol/PowerDMS, ArcGIS, I am sure there may be a few things I am missing, but these are more my primary systems as of now.

I am hoping with this new position, and a bit more freedom to dabble in analyst work more. I can have more time to invest in learning from others and attending in person trainings. I know there is so much more out there that I haven't been exposed to yet, and I am excited to learn.

My email is below, my work cell is 541-891-3687, my direct desk line is 541-851-2429.

Chantel Chavez
Police Compliance Manager
Klamath Falls Police Department
2501 Shasta Way, Klamath Falls, OR 97601
Email: cchavez@klamathfalls.city

Office: 541-883-5336 Fax: 541-883-5389

Page 13 of 65 - Export Date: 11 Feb 2025 15:51



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From: Jill M. Hatten < Jill. Hatten@cityofmedford.org>

Sent: Monday, May 1, 2023 2:35 PM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org <burrowjb@jacksoncounty.org>; Chantel Chavez <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov

- <daniel.radford@osp.oregon.gov>; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov
- <dpeoples@josephinecounty.gov>; ebeachy@bendoregon.gov <ebeachy@bendoregon.gov>; Elise Brown (erbrown@co.douglas.or.us)
 <erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A.
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Work hours: Mon – Thur, 0700 - 1730

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Message

000316415E853BC89CEBDC5CD0254423D152074B



Key:

From: Desiree Badizadegan < Desiree.Badizadegan@centralpointoregon.gov>

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org>, Amanda Billings < amanda.billings@ashland.or.us>, "Benitez, Dario"

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"Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>

Addressed emmily.greb@cityofmedford.org

To:

To:

Subject: RE: Southern Oregon Analyst Group Date: Tuesday, May 02, 2023 13:47 EDT

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My contact information is in my signature except for my work cell phone which is 541-414-5912. Have a great rest of your week!

Sincerely,

е

CENTRAL POINT POLICE DEPARTMENT

Desiree Badizadegan
Police Office Manager
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Sent: Monday, May 1, 2023 2:35 PM Subject: Southern Oregon Analyst Group

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Message

00031641F18910A4D5F8103079ED6ABCFBBEE60D



Key:

To:

From: Desiree Badizadegan < Desiree.Badizadegan@centralpointoregon.gov>

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org>, Amanda Billings < amanda.billings@ashland.or.us>, "Benitez, Dario"

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Addressed

jill.hatten@cityofmedford.org

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Date: Tuesday, May 02, 2023 13:47 EDT

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Message

00031641C5904AF07E8465A63B7122E0F4A771AF



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541-664-2705
www.centralpointoregon.gov/police

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From: Jill M. Hatten < Jill. Hatten@cityofmedford.org>

Sent: Monday, May 1, 2023 2:35 PM **Subject:** Southern Oregon Analyst Group

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

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Work hours: Mon – Thur, 0700 - 1730

Website | Facebook | Twitter

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Message

000316416C505B5BBCAB7BD08C3E611AF90BED38



Key:

From: Sarah Jagger < Jagger SM@jacksoncounty.org>

"'Jill M. Hatten'" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario"

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"Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>

Addressed kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org

To:

Subject: RE: Southern Oregon Analyst Group Date: Tuesday, May 02, 2023 17:50 EDT

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Sarah Jagger, C.C.I.A Crime Analyst-Criminal Investigations Division Jackson County Sheriff's Office 5179 Crater Lake Highway Central Point, OR 97502 W: (541) 774-6440

C: (541) 690-9359 F: (541) 770-8926

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Message

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jill.hatten@cityofmedford.org

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Key:

From: Johnna Richards <RicharJM@jacksoncounty.org>

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Addressed kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org

To:

Subject: RE: Southern Oregon Analyst Group

Date: Tuesday, May 02, 2023 19:54 EDT

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Desk Pone: (541) 774 – 2237 Cell Phone: (541) 423 – 0795

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Page 25 of 65 - Export Date: 11 Feb 2025 15:51

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Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Page 28 of 65 - Export Date: 11 Feb 2025 15:51

Message

0003164148A4D08C918FE768749B1DFE5CE94502



Key:

From: Natalie Avery <AveryNJ@jacksoncounty.org>

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org>, Amanda Billings < amanda.billings@ashland.or.us>, "Benitez, Dario"

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"Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>

Addressed

jill.hatten@cityofmedford.org

To:

Subject: RE: Southern Oregon Analyst Group

Date: Wednesday, May 03, 2023 00:53 EDT

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Extra Help-Criminal Investigations Division
Jackson County Sheriff's Office
5179 Crater Lake Highway
Central Point, OR 97502
C: (541) 621-5553
W: (541)770-8945

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Sent: Monday, May 1, 2023 2:35 PM

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Message # 20 Me SS ag Cryoserver 000316412DEB0C79960B86D95D30C2FCF9A2ADF5 Ke y: Fr om Daniel Peoples <DPeoples@josephinecounty.gov> "Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, "Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "ebeachy@bendoregon.gov" To <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <a>AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, Stacey O'Dell <SODell@grantspassoregon.gov>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr es se jill.hatten@cityofmedford.org d To bje RE: Southern Oregon Analyst Group ct: Da

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Wednesday, May 03, 2023 10:58 EDT te:

File Name	Message Key
image001.png (16.5 KB)	ADDA7F380FD779943B9A0DB6093DC377
image002.png (2.2 KB)	D97DF2945B0CDCC64CEFD919C7C7189C
image003.png (742 B)	BE2FE64C1FDD583D2F13E9734E49C367

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Daniel Peoples, Crime Analyst Josephine County Sheriff's Office 1901 NE F Street Grants Pass, OR 97526 Desk: 541-474-5306 Cell: 541-218-5164

dpeoples@josephinecounty.gov



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Message # 21

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Certified from
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Fr om Daniel Peoples

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Page 36 of 65 - Export Date: 11 Feb 2025 15:51

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Message # 22

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Fr o
        Michael Wadley
<mwadley@fbi.gov> m:
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    "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>
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se jill.hatten@cityofmedford.org
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   Thursday, May 04, 2023 13:21 EDT
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FBI - Portland Division (*Eugene/Medford RAs*)
Desk: 541-685-6262 | Cell: 541-647-0672

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org >

Sent: Monday, May 1, 2023 2:35 PM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org; cchavez@klamathfalls.city (cchavez@klamathfalls.city) <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov; ebeachy@bendoregon.gov; Elise Brown (erbrown@co.douglas.or.us) <erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A. Barnes <kabarnes@co.douglas.or.us>; Kari A. Bone <Kari.Bone@cityofmedford.org>; Natalie Avery (AveryNJ@jacksoncounty.org) <AveryNJ@jacksoncounty.org>; richarjm <richarjm@jacksoncounty.org>; Sarah Jagger <JaggerSM@jacksoncounty.org>; Stacey O'Dell (sodell@grantspassoregon.gov) <sodell@grantspassoregon.gov>; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov>; Waite-Reid, Laurie <Laurie.Waite-Reid@state.or.us>

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Me SS ag Cryoserver 00031641496B4D64072367A6E5EF83217DEC6DAD e Ke v: Fr o Michael Wadley <mwadley@fbi.gov> m: "Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" To <dpeoples@josephinecounty.gov>, "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger < JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" < sodell@grantspassoregon.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr es se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org d To Su bje RE: Southern Oregon Analyst Group ct: Thursday, May 04, 2023 13:21 EDT

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Message

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Key:

From: Elyse Beachy <ebeachy@bendoregon.gov>

"Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario"

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Addressed kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org

To:

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Date: Thursday, May 04, 2023 15:10 EDT

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Thanks! Elyse Beachy W: (541)-312-7951

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Sent: Monday, May 1, 2023 2:35 PM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org

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Message

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Key:

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   <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city
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   'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov"
To <DPeoples@josephinecounty.gov>, "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown
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Subject: Southern Oregon Analyst Group

Hello all.

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Page 45 of 65 - Export Date: 11 Feb 2025 15:51

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Ph: 541-774-2227 | C: 541-841-6616 | F: 541-618-1734

Website | Facebook | Twitter

From: Jill M. Hatten < Jill.Hatten@cityofmedford.org>

Sent: Monday, May 1, 2023 14:35

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org

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Hello,

I apologize for my late response to this email.

I'm the Investigations Specialist/ Crime Analyst for the Ashland Police Department.

A bit about me, I went to school and received a degree in graphic design and photography. Hoping I can put that to use and produce awesome annual reports! Anyway, art didn't work out and I began my law enforcement career at the Hillsboro Police Department in 2008 as a Records Specialist while my husband worked as a Beaverton Police officer. In 2015 we relocated back to Southern Oregon with our kiddo. While waiting for a records position to open, I worked a short time dispatching at ODF and at Jackson County, dispatching for Animal Control. In 2016 I took a part-time records position with the Ashland Police Department. In 2020 I was told my position might be cut due to the budget. So, in 2021, I became the Ashland Community Service Officer. After a year as CSO, the Investigations position opened.

I am still trying to learn my position and how I can best help our department. There was a six-month gap with no one in my current position, I believe this forced our department to find assistance on their own. I love being in a support role but worry patrol doesn't have confidence in me. I feel confident with searching through our local cad portal, RMS, Evidence.com, LeadsOnline, carfax and TLO. Even though we don't have cameras in our city, I love any opportunity to search for something through Flock. I have much to learn with sneaking around in social media, and collecting accurate reports from what is inputted by our department.

If you think of any great trainings I should attend, or programs I should invest in, please don't hesitate to reach out! I look forward to meeting everyone.

Amanda Billings Investigations Specialist Ashland Police Department From: Jill M. Hatten < Jill.Hatten@cityofmedford.org>

Sent: Monday, May 01, 2023 2:35 PM

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[EXTERNAL SENDER]

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Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Message # 30

From:

To:

Message Key: 000316411A14D9AE24C16032D411339DFC42545B

"Benitez, Dario" <Dario.Benitez@ice.dhs.gov>
"Jill M. Hatten" <Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Southern Oregon Analyst Meeting

Date: Thursday, June 22, 2023 13:31 EDT

Cryoserver

Good morning Jill,

I'll be there at 12PM!

Thanks.

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent:

Thursday, June 22, 2023 10:29 AM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org; cchavez@klamathfalls.city (cchavez@klamathfalls.city) <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov; ebeachy@bendoregon.gov; Elise Brown (erbrown@co.douglas.or.us) <erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Kimm A. Barnes <kabarnes@co.douglas.or.us>; Kari A. Bone <Kari.Bone@cityofmedford.org>; Natalie Avery (AveryNJ@jacksoncounty.org) <AveryNJ@jacksoncounty.org>; richarjm <ri>richarjm@jacksoncounty.org>; Sarah Jagger <JaggerSM@jacksoncounty.org>; Stacey O'Dell (sodell@grantspassoregon.gov) <sodell@grantspassoregon.gov>; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov> Subject: Southern Oregon Analyst Meeting

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So I can provide a count to The Point, can you please let me know if you are attending the lunch meeting today. I have the following people that have responded as attending, please let me know if this has changed. Amanda Billings
Chantel Chavez
Kari Bone
Johnna Richards
Sarah Jagger
Jill Hatten

Thank you Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780
Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Message #31

Message Key:

00031641F96759B1944A62516EAE015582EA9861

Certified from Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: Accepted: Southern Oregon Analyst Meeting

Date: Wednesday, June 28, 2023 13:13 EDT

Message Key:

000316455E221D8D41117389016792992B197870

Certified from Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Southern Oregon Analyst Meeting

Date: Thursday, October 05, 2023 15:31 EDT

Hi Jill,

I should be able to attend the luncheon at the very least.

Thanks.

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org>

Sent: Thursday, October 5, 2023 12:29 PM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org; cchavez@klamathfalls.city (cchavez@klamathfalls.city) <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov; ebeachy@bendoregon.gov; Elise Brown (erbrown@co.douglas.or.us) <erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A. Barnes <kabarnes@co.douglas.or.us>; Kari A. Bone <Kari.Bone@cityofmedford.org>; Natalie Avery (AveryNJ@jacksoncounty.org) <AveryNJ@jacksoncounty.org) <AveryNJ@jacksoncounty.org>; richarjm <richarjm@jacksoncounty.org>; Sarah Jagger <JaggerSM@jacksoncounty.org>; tmalaby@klamathfalls.city; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov>; Waite-Reid, Laurie <Laurie.Waite-Reid@state.or.us>

Cc: Laurie.Waite-Reid <Laurie.Waite-Reid@osp.oregon.gov>; Taylor, Jeffrey R <Jeffrey.Taylor@osp.oregon.gov>; Alexa Hardy

<ahardy@cityofsalem.net>

Subject: RE: Southern Oregon Analyst Meeting

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Just checking to see how many of you can make this meeting. We may want to reschedule.

Thanks Jill

-----Original Appointment----From:

Jill M. Hatten

Sent: Tuesday, June 27, 2023 4:51 PM

To: Jill M. Hatten; Amanda Billings; Benitez, Dario; burrowjb@jacksoncounty.org; cchavez@klamathfalls.city (cchavez@klamathfalls.cit

org); Natalie Avery (<u>AveryNJ@jacksoncounty.org</u>); <u>RicharJM@jacksoncounty.org</u>; Sarah Jagger; <u>tmalaby@klamathfalls.city</u>; Wadley, Michael (PD) (FBI); Waite-Reid, Laurie

Cc: Waite-Reid, Laurie R; Taylor, Jeffrey R; Alexa Hardy

Subject: Southern Oregon Analyst Meeting

When: Thursday, October 12, 2023 10:45 AM-1:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526)

Tentative schedule for our next analyst meeting:

10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team

11:30 - 12:00 Visit Grants Pass PD Detectives

12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk.

We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others.

Message

00031645ACA219BC7D2B09D6503E24F1ACC924FE



Key:

To:

From: Chantel Chavez <cchavez@klamathfalls.city>

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org>, Amanda Billings < amanda.billings@ashland.or.us>, "Benitez, Dario"

<Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'

<Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,

"ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor

<jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone"

<Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm

<richarjm@jacksoncounty.org>, Jagger Sarah <JaggerSM@Jacksoncounty.org>, Thomas Malaby

<Tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-</p>

Reid@state.or.us>

"Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa

Hardy <ahardy@cityofsalem.net>

Addressed

jill.hatten@cityofmedford.org

To:

Cc:

Subject: Re: Southern Oregon Analyst Meeting Date: Monday, October 09, 2023 11:48 EDT

Attachments:

File Name Message Key

Outlook-smgrjonu.png (21.2 KB) ECDEB333BCB1419E8D7FB50437B71DE8

Good morning,

Thank you for letting me know. I would be interested in attending any future meetings.

Chantel Chavez

Police Compliance Manager Klamath Falls Police Department

2501 Shasta Way, Klamath Falls, OR 97601

Email: cchavez@klamathfalls.city

Office: 541-883-5336 Fax: 541-883-5389



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From: Jill M. Hatten < Jill. Hatten@cityofmedford.org>

Sent: Monday, October 9, 2023 8:36 AM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org

<burrowjb@jacksoncounty.org>; Chantel Chavez <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov

<daniel.radford@osp.oregon.gov>; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov <dpeoples@josephinecounty.gov>; ebeachy@bendoregon.gov <ebeachy@bendoregon.gov>; Elise Brown (erbrown@co.douglas.or.us)

<erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A.

Barnes

kari A. Bone < kari.Bone@cityofmedford.org; Natalie Avery (AveryNJ@jacksoncounty.org)

< AveryNJ@jacksoncounty.org>; richarjm < richarjm@jacksoncounty.org>; Jagger Sarah < JaggerSM@Jacksoncounty.org>; Thomas Malaby

<Tmalaby@klamathfalls.city>; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov>; Waite-Reid, Laurie <Laurie.Waite-Reid@state.or.us>

Cc: Laurie.Waite-Reid <Laurie.Waite-Reid@osp.oregon.gov>; Taylor, Jeffrey R <Jeffrey.Taylor@osp.oregon.gov>; Alexa Hardy

<ahardy@cityofsalem.net>

Subject: Canceled: Southern Oregon Analyst Meeting **When:** Thursday, October 12, 2023 10:45 AM-1:30 PM.

Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Due to low attendance for this quarters meeting, we will be cancelling. If anyone has thoughts for scheduling a future meeting, let me know. Jill

Message

00031645775426C579C55AC6AE403A8140B77747

Cryoserver

Kev:

From: Chantel Chavez <cchavez@klamathfalls.city>

"Jill M. Hatten" <Jill.Hatten@cityofmedford.org>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario"

<Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>,
"daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'

<Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,

"ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone"

<Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm

<richarjm@jacksoncounty.org>, Jagger Sarah <JaggerSM@Jacksoncounty.org>, Thomas Malaby

<Tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-</p>

Reid@state.or.us>

"Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa

Cc:

To:

Hardy <ahardy@cityofsalem.net>

Addressed kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org

To:

Subject: Re: Southern Oregon Analyst Meeting

Date: Monday, October 09, 2023 11:48 EDT

Attachments:

File Name Message Key

Outlook-smgrjonu.png (21.2 KB) ECDEB333BCB1419E8D7FB50437B71DE8

Good morning,

Thank you for letting me know. I would be interested in attending any future meetings.

Chantel Chavez

Police Compliance Manager Klamath Falls Police Department

2501 Shasta Way, Klamath Falls, OR 97601

Email: <u>cchavez@klamathfalls.city</u>

Office: 541-883-5336 Fax: 541-883-5389



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Sent: Monday, October 9, 2023 8:36 AM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org

<burrowjb@jacksoncounty.org>; Chantel Chavez <cchavez@klamathfalls.city>; daniel.radford@osp.oregon.gov

<daniel.radford@osp.oregon.gov>; 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov

<dpeoples@josephinecounty.gov>; ebeachy@bendoregon.gov <ebeachy@bendoregon.gov>; Elise Brown (erbrown@co.douglas.or.us)

<erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Jeffrey Taylor <jeffrey.taylor@state.or.us>; Kimm A. Barnes

<kabarnes@co.douglas.or.us>; Kari A. Bone <Kari.Bone@cityofmedford.org>; Natalie Avery (AveryNJ@jacksoncounty.org)

<a>AveryNJ@jacksoncounty.org>; richarjm <richarjm@jacksoncounty.org>; Jagger Sarah <JaggerSM@Jacksoncounty.org>; Thomas Malaby

Page 57 of 65 - Export Date: 11 Feb 2025 15:51

<Tmalaby@klamathfalls.city>; Wadley, Michael (PD) (FBI) <mwadley@fbi.gov>; Waite-Reid, Laurie <Laurie.Waite-Reid@state.or.us>
Cc: Laurie.Waite-Reid <Laurie.Waite-Reid@osp.oregon.gov>; Taylor, Jeffrey R <Jeffrey.Taylor@osp.oregon.gov>; Alexa Hardy
<a href="mailto:ahardy@ci

Subject: Canceled: Southern Oregon Analyst Meeting **When:** Thursday, October 12, 2023 10:45 AM-1:30 PM.

Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Due to low attendance for this quarters meeting, we will be cancelling. If anyone has thoughts for scheduling a future meeting, let me know.

Jill

Message Key:

000316A13063915670E2D604CE1DACCA47D076C5

Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: Re: Border Crossings

Date: Thursday, February 22, 2024 13:37 EST

Good morning Jill,

Sorry for the delay in my response, we were out in Ontario on a SW.. but yes, I can do that.

Let me know what you need and I'll take a look.

Thanks,

Dario

Get Outlook for iOS

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent:

Subject: Border Crossings

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I used to email Jennifer Stierli - Redding DHS and she would run plates through the border crossing system. Can you do that?

Jill Hatten | Crime Analyst

City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website Facebook Twitter

Message #36

Message Key: 000316A1A293875B7A3195D9B96AC4CB669B4A66

Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org
Subject: RE: Border Crossings

Date: Thursday, February 22, 2024 14:41 EST

Hi Jill,

I was able to assist Daneila, no recent crossings though.

Thanks,

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent:

Thursday, February 22, 2024 10:50 AM

To: Benitez, Dario < Dario. Benitez@ice.dhs.gov>

Subject: RE: Border Crossings

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A Beaverton detective is wanting some assistance in a sex crimes case, she may be sending you some plates to check. I checked everything I could (except DEASIL because I have been locked out of my account due to inactivity, and they have not restarted it yet)

From: Benitez, Dario < Dario.Benitez@ice.dhs.gov > Sent: Thursday, February 22, 2024 10:38 AM
To: Jill M. Hatten < Jill.Hatten@cityofmedford.org >

Subject: Re: Border Crossings

<EXTERNAL EMAIL **Click Responsibly!**>

Good morning Jill,

Sorry for the delay in my response, we were out in Ontario on a SW.. but yes, I can do that.

Let me know what you need and I'll take a look.

Thanks,

Dario

Get Outlook for iOS

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent:

Wednesday, February 21, 2024 2:12:39 PM **To:** Benitez, Dario <<u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Border Crossings

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

I used to email Jennifer Stierli – Redding DHS and she would run plates through the border crossing system. Can you do that?

Jill Hatten | Crime Analyst

City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon – Thur, 0700 - 1730

Website Facebook Twitter

Message # 37

Message

000316A1C9A3292B5B725D4593F164653A311AF8 Key:



From: Chantel Chavez <cchavez@klamathfalls.city>

Sarah Jagger < JaggerSM@jacksoncountyor.gov>, Natalie Avery < AveryNJ@jacksoncountyor.gov>, Johnna Watkins

<watkinjh@jacksoncountyor.gov>, Kari Bone <Kari.Bone@cityofmedford.org>, "Jill M. Hatten" To:

<Jill.Hatten@cityofmedford.org>, "desiree.Badizadegan@centralpointoregon.gov"

<Desiree.Badizadegan@centralpointoregon.gov>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>

Addressed kari.bone@cityofmedford.org, jill.hatten@cityofmedford.org

To:

Subject: KFPD: TRY AND ID

Date: Wednesday, March 13, 2024 12:09 EDT

Attachments:

File Name Message Key

Outlook-diyrt3tk.png (21.2 KB) ECDEB333BCB1419E8D7FB50437B71DE8 Image.jpeg (142.2 KB) 09936E369E60A6485B3521C66A8FC470

Hello,

Not the best picture, but we are trying to ID the female in the photo. Our BINET team believes she may be trafficked to their Marijuana fields from Klamath.

Chantel Chavez

Police Compliance Manager Klamath Falls Police Department 2501 Shasta Way, Klamath Falls, OR 97601

Email: cchavez@klamathfalls.city

Office: 541-883-5336 Fax: 541-883-5389



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From: Kiley Bergstrom

Sent: Tuesday, March 12, 2024 7:33 PM

To: PD

Subject: TRY AND ID

Anyone recognize the gal in this photo. Law enforcement does not have an ID on her yet (waiting on finger prints) but she may be trafficked to their Marijuana fields from Klamath.

Thanks,

Kiley

Get Outlook for iOS

Message # 38

Message Key: 000316A18AD02CC37AC53211D421F26E0C3750A9

Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Page 61 of 65 - Export Date: 11 Feb 2025 15:51

Subject: RE: Oregon Analyst Workgroup Mini-Conference

Date: Monday, April 01, 2024 12:56 EDT

Attachments:

File Name Message Key

image001.png (44.6 KB) 0238A29A459E4FCED27949278E1E6461

Good morning Jill,

I wasn't able to get funding approved to attend this event, so I need to cancel my registration.

Who should I reach out to?

Thanks.

Dario

From: Jill M. Hatten < Jill.Hatten@cityofmedford.org>

Sent: Monday, March 11, 2024 11:14 AM

Subject: Oregon Analyst Workgroup Mini-Conference

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The 2024 Oregon Analyst Workgroup Mini-Conference is just 24 days away!

When: Thursday, April 4th, 9:30 AM - 3:30 PM

Where: Oregon DOJ office located at 2250 McGilchrist St SE, Salem, OR

Oregon DOJ has a large format printer that can print link charts, timelines, player sheet formats or other examples you'd like to share. Just send your image or pdf files to debra.kenaqy@doj.state.or.us.

The schedule is as follows (subject to change):

09:30 - 10:30 Networking

10:30 - 11:00 FinCEN SARS Training - Rachel Royston, Investigator/Contractor US Attorney's Office

11:00 - 11:20 HITS Presentation - Laurie Waite-Reid, Oregon State Police

11:20 - 11:30 IACA Certification Program - Kimm Barnes, IACA Certification Chair

11:30 – 12:00 RISS (Etrace/NIBIN) - Colene Domenech, Region 1 LE Coordinator WSIN.RISS.net

12:00 - 12:30 EPIC/DEASIL (LPR) - Cari Schieno, DEASIL LPR Program Analyst (via Teams) 12:30

Working Lunch

Product demo by CrimeiX https://www.crimeix.com/ - Coffee and snacks brought to you by CrimeiX

12:45 – 14:30 Roundtable discussion (name, what do you do, what tools do you use, what training have you attended, what can you offer your peers, tips and tricks as experienced analysts). If you would like to share anything on the projector, there will be a laptop or you can mirror from an iPhone.

14:30 - 15:30 Networking

Looking forward to seeing all of you soon!

Message # 39

Message Key: 000316A18E466BB67FBBFAE5E27464D07EA124D8

Cryoserver

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov>

Page 62 of 65 - Export Date: 11 Feb 2025 15:51

To: "Jill M. Hatten" < Jill. Hatten@cityofmedford.org> Cc: Kenagy Debra <debra.kenagy@doj.state.or.us>

Addressed To: jill.hatten@cityofmedford.org Subject: RE: Mini-Conference Teams Link Date: Thursday, April 04, 2024 12:19 EDT

HI Jill,

I think it was because of the CR w/ the budget, and by the time that cleared up it was last-minute.. hopefully it works out next time.

Thanks again,

Dario

From: Jill M. Hatten < Jill.Hatten@cityofmedford.org>

Sent: Wednesday, April 3, 2024 3:47 PM Subject: Mini-Conference Teams Link

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Debra Kenagy will be sending you a teams invite if you would like to tune into the conference tomorrow. Sorry you couldn't make it Jill

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780 Work hours: Mon - Thur, 0700 - 1730 Website | Facebook | Twitter

Message #40

MEET WITH ME

Message Key: 000316A919D8D37FA3A3DD53B6780C00A9A828AB Cryoserver

From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> "Jill M. Hatten" < Jill.Hatten@cityofmedford.org> To:

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Analyst

Thursday, December 19, 2024 13:48 EST Date:

Attachments:

File Name Message Key

image001.png (23.5 KB) EEA80B06B7C72E409301D962A003F837

Good morning, Jill,

She's our National Guard Counter Drug Analyst here, but let me give you her updated Mobile: 541-816-7674

Thanks,

Dario Benitez Criminal Analyst Homeland Security Investigations (HSI)

Page 63 of 65 - Export Date: 11 Feb 2025 15:51

3715 International Way Medford, OR 97504

Desk Tel: (541) 776-3657 Cell:

(541) 200-4501



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From: Jill M. Hatten < Jill.Hatten@cityofmedford.org> Sent: Thursday, December 19, 2024 9:43 AM To: Benitez, Dario < Dario.Benitez@ice.dhs.gov>

Subject: Analyst

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

This person is on our analyst list, I do not have her in my contacts, is this information still accurate?

Brumbaugh, Jessica

Analyst

<u>Jessica.l.brumbaugh@associates.hsi.dhs.gov</u> 503.894.2378

(C)

ONG/Medford Medford, OR County: Jackson

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-512-5747| C: 541-840-4780
Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

MEET WITH ME

Message #41

Message Key: 000316A9C651DFC25DFE389731EAB5C8E8E89599

Certified from Cryoserver

From: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>
To: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Addressed To: jill.hatten@cityofmedford.org

Subject: RE: Southern Oregon Analyst meeting

Date: Thursday, December 19, 2024 14:04 EST

Hi Jill,

It was nice meeting everyone face-to-face, I'd attend another meeting / luncheon in May.

Count me in!

Page 64 of 65 - Export Date: 11 Feb 2025 15:51

Dario

From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent: Thursday, December 19, 2024 10:30 AM

To: Amanda Billings <amanda.billings@ashland.or.us>; Benitez, Dario <Dario.Benitez@ice.dhs.gov>; burrowjb@jacksoncounty.org;

cchavez@klamathfalls.city (cchavez@klamathfalls.city) <cchavez@klamathfalls.city>; "Desiree Badizadegan"

<Desiree.Badizadegan@centralpointoregon.gov>; dpeoples@josephinecounty.gov; Elise Brown (erbrown@co.douglas.or.us)

<erbrown@co.douglas.or.us>; Emmily L. Greb <Emmily.Greb@cityofmedford.org>; Heidi B. Wade <Heidi.Wade@cityofmedford.org>; Jason

Peel (ipeel@klamathfalls.city) < ipeel@klamathfalls.city>; Johnna Richards-Watkins (watkinjh@jacksoncountyor.gov)

<watkinjh@jacksoncountyor.gov>; kabarnes@co.douglas.or.us; Kari A. Bone <Kari.Bone@cityofmedford.org>; Ryan

Thayer <rithayer@co.douglas.or.us>; Sarah Jagger <JaggerSM@jacksoncounty.org>; tmalaby@klamathfalls.city

Subject: Southern Oregon Analyst meeting

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Here are the details on the last meeting we had scheduled and was cancelled.

Since the cancellation I have directed more of my attention to getting the Oregon Analyst Network up and running.

It has been over a year since this meeting was cancelled. It appears that quarterly was not working with our schedules, but maybe we can make an annual meeting work?

Grants Pass PD has a new analyst and a lot has changed since we met in June of 2023. The next Oregon Analyst Network training is in April, but it will be more training focused and not as much networking focused. Is anyone interested in a lunch meeting in May 2025?

Subject: Southern Oregon Analyst Meeting

When: Thursday, October 12, 2023 10:45 AM-1:30 PM (UTC-08:00) Pacific Time (US & Canada). Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526)

Tentative schedule for our next analyst meeting:

10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team

11:30 - 12:00 Visit Grants Pass PD Detectives

12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk.

We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others.

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-512-5747 | C: 541-840-4780 Work hours: Mon - Thur. 0700 - 1730

Website | Facebook | Twitter

MEET WITH ME

Message # 1

Message Key: 0003157D85E5F86DD67424B6C1B86F17EE1AEE7A

Cryoserver

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: LPR Check

Date: Tuesday, November 09, 2021 17:26 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u>

ORS 192.345(3)

EEA80B06B7C72E409301D962A003F837

BF3BB8F3CF22BE58C516B8AA5248AB9C

777B078E0468C4ABE2BFE1C9CE4A1EA8

Here you go

I only went back to 1/1/19, let me know if you want me to check further back.

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Tuesday, November 9, 2021 12:42 PM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: LPR Check

<EXTERNAL EMAIL **Click Responsibly!**>

Good Afternoon Jill,

Det Steve Bohn asked me to contact you and request a LPR check on (2) vehicles. Please see details below:

Case #: 21-4888

Vehicles: ORS 192.345(3)

Date Range: 2021

Thanks,

Dario Benitez
Criminal Analyst
U.S. Immigration & Customs Enforcement
Homeland Security Investigations (HSI)
3715 International Way
Medford, OR 97504
Desk Tel: (541) 776-3657
Cell: (541) 200-4501



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Message # 2

Message Key: 0003157D777DAA0094CC3D2AF78DE9AAD800860E

Cryoserver

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: Contact List

Date: Tuesday, November 23, 2021 13:56 EST

Any chance you have a contact list for the child exploitation team, and other HIS contacts? Thanks, Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website | Facebook | Twitter

Message #3

Message Key: 0003157D7F8E66BB41A73A10E3364D41ADB4EBEB



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: Contact List

Date: Wednesday, November 24, 2021 14:36 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Thank you Dario J Have a great Thanksgiving

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Wednesday, November 24, 2021 11:21 AM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: RE: Contact List

<EXTERNAL EMAIL **Click Responsibly!**>

Good Morning Jill,

See attached Roster.

Thanks,

Dario Benitez
Criminal Analyst
U.S. Immigration & Customs Enforcement
Homeland Security Investigations (HSI)
3715 International Way
Medford, OR 97504
Desk Tel: (541) 776-3657
Cell: (541) 200-4501



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From: Jill M. Hatten < <u>Jill.Hatten@cityofmedford.org</u>>
Sent: Tuesday, November 23, 2021 10:56 AM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Contact List

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact ICE_SOC SPAM with questions or concerns.

Any chance you have a contact list for the child exploitation team, and other HIS contacts? Thanks, Jill

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website Facebook Twitter

Message # 4

Message

000315D982C7CF3DFBD44FADFC2708A7EA52D3CD

Cryoserver

Key:

To:

Cc:

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

Bryan Valencia

- bvalencia@co.coos.or.us>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"

<cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "Elise Brown
(erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>,
HADLEY James F <James.F.Hadley@ci.eugene.or.us>, "Hayley Miller - Josephine Co. Sheriff's Office - JMET
(HMiller@co.josephine.or.us)" <HMiller@co.josephine.or.us>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Jenette

Bertocchi (jenette.bertocchi@ashland.or.us)" <jenette.bertocchi@ashland.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "NWatson@ci.bend.or.us" <NWatson@ci.bend.or.us>, Sarah Jagger

<JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>,

"Terra Duncan (terra.d.duncan@state.or.us)" <terra.d.duncan@state.or.us>, "Waite-Reid, Laurie" <Laurie.WaiteReid@state.or.us>, richarjm <richarjm@jacksoncounty.org>, "Jeanne Burrows

(BurrowJB@jacksoncounty.org)"

<BurrowJB@jacksoncounty.org>, "Kelli W. Daves" <Kelli.Daves@cityofmedford.org>, "Skiles, Ryan A" <RSkiles@eugene-or.gov>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "Wadley, Michael (PD) (FBI)"

<mwadley@fbi.gov>

"Kari A. Bone" <Kari.Bone@cityofmedford.org> Addressed kari.bone@cityofmedford.org,

emmily.greb@cityofmedford.org, kelli.daves@cityofmedford.org To:

Subject: Investigations Analyst

Date: Monday, April 11, 2022 14:47 EDT

Attachments:

File Name Message Key

2022 Save the Date.pdf (743 KB) 056ED4AD0105BF03AA3EACB11998D915

Good Morning!

Just a little update here at the Medford Police Department, Kari Bone will be taking over for me as the analyst assigned to Criminal Investigations. I will not be going far, I am still working for Medford Police, but just assigned to Administration.

Some of you may already know Kari, but for those of you that don't, she is not a newbie by any means. She has worked at the Medford Police Department for almost 17 years in the Records Division and is a wealth of information. If you can shoot Kari an email with your contact info, I would really appreciate it. Here is her contact info:

Kari Bone

Kari.Bone@cityofmedford.org

Desk: (541) 774-2227 Cell: (541) 841-6616

I am hoping with the new analyst in Bend starting soon, and Kari starting here at MPD, and COVID on the decline (knock on wood), we can schedule a Southern/Central Oregon Analyst meeting. Maybe in May/June/July? Any thoughts on a location? We have done meetings at a Medford or Grants Pass restaurant with a meeting room, but we can try some other areas. Maybe something with a nice outdoor area? If you have suggestions on dates and/or locations, let me know. Also, if you are interested in coordinating this, let me know. This meeting is open to those that currently do analytical work, and those that used to do analytical work, but have moved on to other things.

I hope I am not forgetting anyone in this email, but if I am, feel free to forward it to them, and let me know who I left out of the loop.

We still plan on having the analyst meeting at the OHIA conference in Seaside this year, so in case you are interested, there is a flyer attached.

All of my contact information will remain the same. Have a great week!

Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department

219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website | Facebook | Twitter

Message # 5

Message

000315D96CF63E3BE3EB66061D69057B9651A5E1

Cryoserver

Key:

To:

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

<cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, HADLEY James F <James.F.Hadley@ci.eugene.or.us>, "Hayley Miller - Josephine Co. Sheriff's Office - JMET (HMiller@co.josephine.or.us)" <HMiller@co.josephine.or.us>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Jenette

Bertocchi (jenette.bertocchi@ashland.or.us)" <jenette.bertocchi@ashland.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "NWatson@ci.bend.or.us" <NWatson@ci.bend.or.us>, Sarah Jagger

<JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>,

"Terra Duncan (terra.d.duncan@state.or.us)" <terra.d.duncan@state.or.us>, "Waite-Reid, Laurie" <Laurie.WaiteReid@state.or.us>, richarjm <ri>richarjm@jacksoncounty.org>, "Jeanne Burrows

(BurrowJB@jacksoncounty.org)"

<BurrowJB@jacksoncounty.org>, "Kelli W. Daves" <Kelli.Daves@cityofmedford.org>, "Skiles, Ryan A" <RSkiles@eugene-or.gov>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "Wadley, Michael (PD) (FBI)"

<mwadley@fbi.gov>

Cc: "Kari A. Bone" < Kari.Bone@cityofmedford.org>

Addressed sodell@grantspassoregon.gov, burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, hmiller@co.josephine.or.us,

To: dario.benitez@ice.dhs.gov, jaggersm@jacksoncounty.org, nwatson@ci.bend.or.us, erbrown@co.douglas.or.us,

jenette.bertocchi@ashland.or.us, laurie.waite-reid@state.or.us, rskiles@eugene-or.gov, cchavez@klamathfalls.city,

 $terra.d. duncan @state.or. us, \ desiree.badizade gan @central point or egon. gov, \ bvalencia @co.coos.or. us, \\$

james.f.hadley@ci.eugene.or.us, mwadley@fbi.gov

Subject: Investigations Analyst

Date: Monday, April 11, 2022 14:47 EDT

Attachments:

File Name Message Key

2022 Save the Date.pdf (743 KB) 056ED4AD0105BF03AA3EACB11998D915

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Kari.Bone@cityofmedford.org

Desk: (541) 774-2227 Cell: (541) 841-6616

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Jill

Jill Hatten | Crime Analyst

City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website Facebook Twitter

Message # 6

Message

To:

000315D92A9C69B0ED011E94E976C1295F49090A Key:



From: "Jill M. Hatten" < Jill. Hatten@cityofmedford.org>

Bryan Valencia

svalencia@co.coos.or.us>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"

<cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, HADLEY James F <James.F.Hadley@ci.eugene.or.us>, "Hayley Miller - Josephine Co. Sheriff's Office - JMET (HMiller@co.josephine.or.us)" <HMiller@co.josephine.or.us>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Jenette

Bertocchi (jenette.bertocchi@ashland.or.us)" <jenette.bertocchi@ashland.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "NWatson@ci.bend.or.us" <NWatson@ci.bend.or.us>, Sarah Jagger

<JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>,

"Terra Duncan (terra.d.duncan@state.or.us)" <terra.d.duncan@state.or.us>, "Waite-Reid, Laurie" <Laurie.WaiteReid@state.or.us>, richarjm <richarjm@jacksoncounty.org>, "Jeanne Burrows

(BurrowJB@jacksoncounty.org)"

<BurrowJB@jacksoncounty.org>, "Kelli W. Daves" <Kelli.Daves@cityofmedford.org>, "Skiles, Ryan A" <RSkiles@eugene-or.gov>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "Wadley, Michael (PD) (FBI)"

<mwadley@fbi.gov>

Cc: "Kari A. Bone" <Kari.Bone@cityofmedford.org> **Addressed** kabarnes@co.douglas.or.us, richarjm@jacksoncounty.org **To:**

Subject: Investigations Analyst

Date: Monday, April 11, 2022 14:47 EDT

Attachments:

File Name Message Key

2022 Save the Date.pdf (743 KB) 056ED4AD0105BF03AA3EACB11998D915

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Kari.Bone@cityofmedford.org Desk: (541) 774-2227

Cell: (541) 841-6616

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Jill

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website Facebook Twitter

Page 6 of 70 - Export Date: 11 Feb 2025 15:55

Message #7

Message

000315E1AB8F99F5AA2B5C2125080EA341D7FFE7

Cryoserver

Key:

From: "Jill M. Hatten" < Jill. Hatten@cityofmedford.org > To:

Addressed sodell@grantspassoregon.gov, jeffrey.taylor@state.or.us, dario.benitez@ice.dhs.gov, jaggersm@jacksoncounty.org,

To: erbrown@co.douglas.or.us, laurie.waite-reid@state.or.us, rskiles@eugene-or.gov, cchavez@klamathfalls.city,

terra.d.duncan@state.or.us, desiree.badizadegan@centralpointoregon.gov, bvalencia@co.coos.or.us,

james.f.hadley@ci.eugene.or.us, mwadley@fbi.gov

Subject: NORCAN 2023 Conference - Call for Presentations

Date: Tuesday, November 08, 2022 14:58 EST

Attachments:

File Name

image001.jpg (10.3 KB) image002.jpg (13.2 KB)

NORCAN Conference Flyer 2023.pdf (3.5 MB)

2023 Call For Presentations Application.pdf (497.6 KB)

Message Key

F8FC89F984ECF099253EF4323B8BDA49 914A99FD2B515B704A13E0E9BD41EE4A 96A77005F67D1751F1188378D6EB29EF E58D1AEA289D662C4382F90B65BDC90C

I wanted to make sure you saw this



Registration is NOW OPEN for the 2023 NORCAN Training Conference! Visit our website for more information and to get registered https://www.norcan.us/conference/

Not sure your agency can afford to send you this year? We have a scholarship available, get details on our conference page

The Northwest Regional Crime Analyst Network (NORCAN) is announcing a Call for Presentations for its 2023 Conference held in Boise, ID on April 26-28, 2023. NORCAN is a network of law enforcement crime analysts, intelligence analysts, private-sector analysts, commissioned officers and others interested in Crime Analysis.

NORCAN is looking for presentations that deal with best practices, current research, technology, innovation within the discipline, and mentale motional well-being. We are accepting abstracts for fundamental, intermediate, and advanced topics to include more in depth hands on presentations.

Example topics include:

- Case Studies where the analyst played a pivotal role. Detectives are welcome and encouraged to present with the analyst
- Practical Application Examples: What works for you in your department?
 - Presentations that focus on real/tangible skills and solutions are desired. Show us what your department is doing and how it benefits you. What seems mundane to you, could be the breakthrough solution that another agency has been searching for. Microsoft
- Access/Excel/Power BI/OneNote
- The analyst role in working protests
- Ethnic/Cultural
- differences i2 Analyst
- Notebook Crime Analysis
- Tools
- Investigative Tools
- Crystal Reports
- . ESRI/GIS

Page 7 of 70 - Export Date: 11 Feb 2025 15:55

Cell Phone Analysis
Teams within your law enforcement agency to include interagency teams

Gangs Crypto Currency Cyber Crime

Social Media Use

Identity Protection for Crime Analysts

- Mental Health & Wellness
- Mental Health issues of suspects and victims and seeing things from their perspective
- Don't think you have enough to share in a full length presentation? We will also have our *Lightning Talks* where you can share projects your department has been working on or software that has benefited you.

Some Basic Guidelines:

- Presentations should be suitable for a classroom or conference room setting that could include non-law enforcement.
- Presentations of a variety of lengths will be considered. NORCAN is interested in diving deeper into topics and tools with multiple breakout sessions.
- Please feel free to submit multiple abstracts outlining the topic(s) that you feel would be beneficial to the conference.

Please take the leap and submit a proposal to share your experience and expertise with your colleagues in Crime and Intelligence Analysis! Without presentations, we don't have a conference, so the presenters role is very important. *One presenter per presentation receives waived tuition/registration fee (excludes lightning talks).*

All proposals must be submitted by email no later than December 12th, 2022. Please fill out the attached form and send it to norcan.conference@outlook.com.

If you have any additional questions, comments or concerns, please include them in the email.

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780
Website | Facebook | Twitter

Message #8

Message Key: 0003163D2F50EC33776F73DDE9267D642A12D158



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: Contacts

Date: Wednesday, January 25, 2023 18:00 EST

Good Afternoon,

Do you have Jesus Dominguez in your office?

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780
Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Message Key: 0003163DE1F88A3CAF7FFB1454BA027FD1AB881A

Cryoserver

From: "Jill M. Hatten" <Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: FW: Intelligence

Date: Wednesday, January 25, 2023 18:17 EST

Thanks,

We got this email from him, so I was wondering. Jill

From: "Dominguez-Ortiz, Jesus A" < Jesus. A. Dominguez-Ortiz@fps.dhs.gov>

Date: January 25, 2023 at 2:00:33 PM PST

To: "Jason E. Antley" < Jason. Antley@cityofmedford.org > Subject:

Intelligence

<EXTERNAL EMAIL **Click Responsibly!**>

Was wondering if there is an intelligence analyst at Medford Police?

Was not sure if Emille was strictly crime analyst.

Thanks

Jesus Dominguez
Inspector / Law Enforcement Specialist #640
U.S. Department of Homeland Security
Federal Protective Service
Medford, Oregon Field Office
(503)586-6816 Mobile
+1(877)437-7411 Emergency Dispatch 24/7

Message # 10

Message Key: 0003163D9E7ACE9785FBAEE286B69A43B8A54C35

Certified from Cryoserver

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: Intelligence

Date: Wednesday, January 25, 2023 18:35 EST

Thank you for following up

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Wednesday, January 25, 2023 3:30 PM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: RE: Intelligence

<EXTERNAL EMAIL **Click Responsibly!**>

Hi Jill,

He's one of the FPS guys, I believe there's only two of them.

I want to say Dominguez goes by Chuy (pronounced Chewy).

Thanks,

Dario

From: Jill M. Hatten < <u>Jill.Hatten@cityofmedford.org</u>>
Sent: Wednesday, January 25, 2023 3:18 PM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: FW: Intelligence

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

Thanks,

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From: "Dominguez-Ortiz, Jesus A" < Jesus. A. Dominguez-Ortiz@fps.dhs.gov >

Date: January 25, 2023 at 2:00:33 PM PST

To: "Jason E. Antley" < Jason. Antley@cityofmedford.org > Subject:

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Message # 11

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Ad dr es se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org d To : Su bje Southern Oregon Analyst Group ct:		Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <dario.benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" 'burrowjb@jacksoncounty.org" 'cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <desiree.badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <emmily.greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us> "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <kari.bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <averynj@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <jaggersm@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley,</sodell@grantspassoregon.gov></jaggersm@jacksoncounty.org></richarjm@jacksoncounty.org></averynj@jacksoncounty.org></kari.bone@cityofmedford.org></kabarnes@co.douglas.or.us></jeffrey.taylor@state.or.us></emmily.greb@cityofmedford.org></erbrown@co.douglas.or.us></ebeachy@bendoregon.gov></dpeoples@josephinecounty.gov></desiree.badizadegan@centralpointoregon.gov></daniel.radford@osp.oregon.gov></cchavez@klamathfalls.city></dario.benitez@ice.dhs.gov></amanda.billings@ashland.or.us>
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I would like to coordinate a meeting for everyone to get together face-to-face, possibly looking at the end of June. I am holding off on this because I believe that a statewide analyst meeting may be scheduled soon, so we may be able coordinate a meeting of the SO Analysts at the same time.

Please <u>reply-all</u> to this email with your contact information, and feel free to share a little bit about yourself, where you are assigned, and what resources you have available.

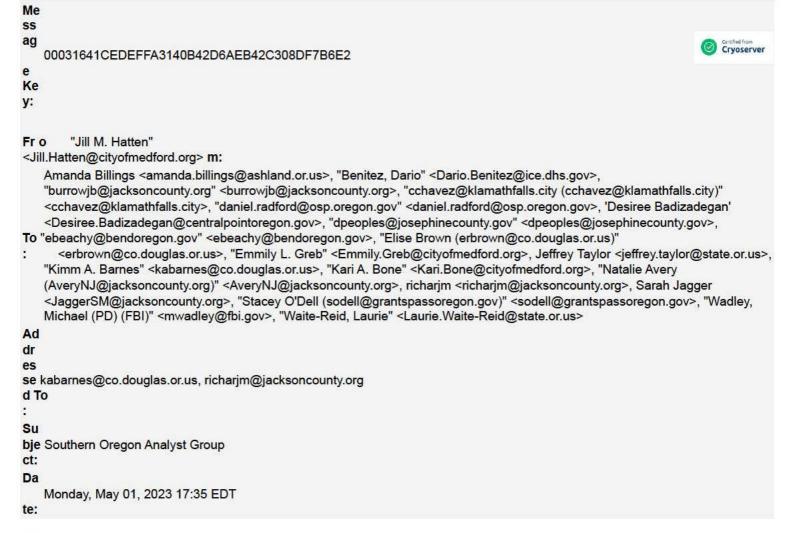
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Website | Facebook | Twitter

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Message # 12



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Message # 13

Jill Hatten | *Crime Analyst*City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website Facebook Twitter

Me 55 ag Cryoserver 00031641D3E997B5B850D01108B941B9B07F7A7D e Ke y: Fro "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> dr sodell@grantspassoregon.gov, burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, dario.benitez@ice.dhs.gov, es ebeachy@bendoregon.gov, averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, jaggersm@jacksoncounty.org, se erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, laurie.waite-reid@state.or.us, cchavez@klamathfalls.city, d desiree.badizadegan@centralpointoregon.gov, dpeoples@josephinecounty.gov, mwadley@fbi.gov To bje Southern Oregon Analyst Group ct:

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Da

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Monday, May 01, 2023 17:35 EDT

Page 15 of 70 - Export Date: 11 Feb 2025 15:55

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Work hours: Mon – Thur, 0700 - 1730

Website Facebook Twitter

Message # 14

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    <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,
    "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)"
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   "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery
   (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger
    <JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley,
   Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>, "debra.kenagy"
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The Point Pub & Grill in Central Point can host us for a meeting/lunch on Thursday June 22^{nd} at noon. The room is located on the second floor of the restaurant, they have Wi-Fi as well as a computer and screen to display anything you would like to share with the group. You can also connect your own laptop to their screen. At the meeting you can share anything you have been working on, specific cases or products. You can share anything you have learned in recent training. You can ask questions of others if you are looking for assistance or advice, or you can remain quiet and listen .

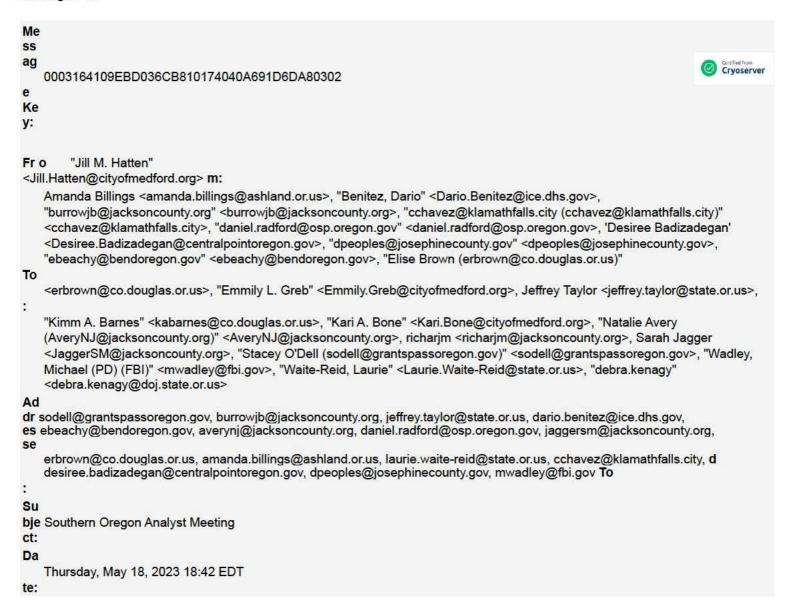
Please invite anyone that you think could benefit from this meeting. The Point will provide separate checks for our lunch purchases. Hope you can make it.

Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department

219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780 Work hours: Mon – Thur, 0700 - 1730 Website [Facebook | Twitter

Message # 15



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Message # 16

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   <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'
   <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,
   "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)"
To
   <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>,
   "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery
   (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger
   <JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley,
   Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>, "debra.kenagy"
   <debra.kenagy@doj.state.or.us>
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The Point Pub & Grill in Central Point can host us for a meeting/lunch on Thursday June 22nd at noon. The room is located on the second floor of the restaurant, they have Wi-Fi as well as a computer and screen to display anything you would like to share with the group. You can also connect your own laptop to their screen. At the meeting you can share anything you have been working on, specific cases or products. You can share anything you have learned in recent training. You can ask questions of others if you are looking for assistance or advice, or you can remain quiet and listen .

Please invite anyone that you think could benefit from this meeting. The Point will provide separate checks for our lunch purchases. Hope you can make it.

Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780
Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Message # 17

Me 55 ag Cryoserver 0003164176B1390E407C641D79A02B4342B278EC e Ke y: Fr om "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov> Ad dr sodell@grantspassoregon.gov, burrowjb@jacksoncounty.org, dario.benitez@ice.dhs.gov, ebeachy@bendoregon.gov, es averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, jaggersm@jacksoncounty.org, erbrown@co.douglas.or.us, se amanda.billings@ashland.or.us, cchavez@klamathfalls.city, desiree.badizadegan@centralpointoregon.gov, d dpeoples@josephinecounty.gov, mwadley@fbi.gov To bje Southern Oregon Analyst Meeting ct: Da Thursday, June 22, 2023 13:29 EDT te:

So I can provide a count to The Point, can you please let me know if you are attending the lunch meeting today. I have the following people that have responded as attending, please let me know if this has changed. Amanda Billings
Chantel Chavez
Kari Bone
Johnna Richards
Sarah Jagger
Jill Hatten

Thank you Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
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Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

Message # 18

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y:
Fr om "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org>
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
   "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"
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To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)"
   <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Kimm A. Barnes"
   <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)"
   <a>AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>,</a>
   "Stacey O'Dell (sodell@grantspassoregon.gov)" <sodell@grantspassoregon.gov>, "Wadley, Michael (PD) (FBI)"
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Thank you Jill

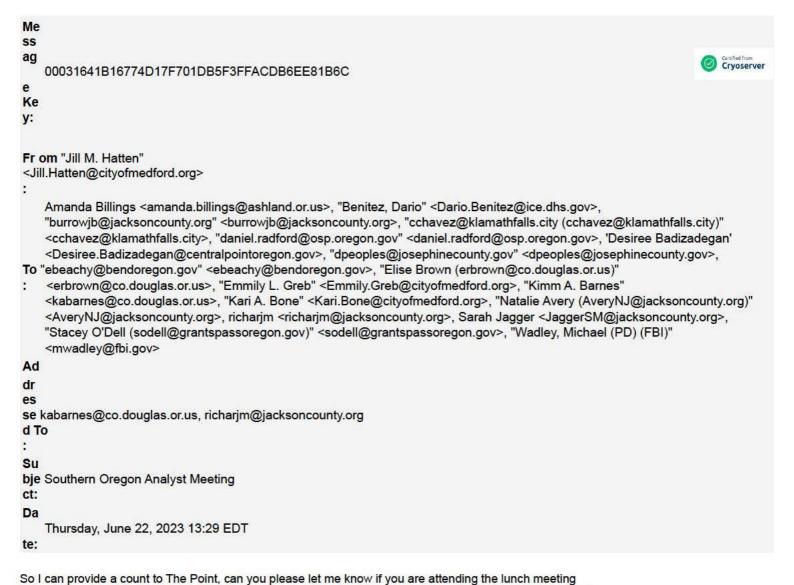
Jill Hatten

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter

Message # 19



today. I have the following people that have responded as attending, please let me know if this has changed.

Amanda Billings

Chantel Chavez

Kari Bone

Johnna Richards

Sarah Jagger

Thank you

Jill

Jill Hatten

Page 23 of 70 - Export Date: 11 Feb 2025 15:55

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
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Website | Facebook | Twitter

Message # 20

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        "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org> m:
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
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Tentative schedule for our next analyst meeting:

Tuesday, June 27, 2023 19:51 EDT

10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team

11:30 - 12:00 Visit Grants Pass PD Detectives

12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk.

We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others.

Message # 21

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<Jill.Hatten@cityofmedford.org> m:
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
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    <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>
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Message # 22

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   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
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      <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>,
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   <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)"
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Message # 23

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Me SS ag Cryoserver 00031641AFA0F208F9D1F9FAE3B7FA305FF8A045 e Ke y: Fro "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> m: steelec <steelec@keizer.org>, "Pat.Brady" <Pat.Brady@hillsboro-oregon.gov>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr es se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org d To Su bje OHIA Conference ct: Da Thursday, July 13, 2023 12:33 EDT te: Attachments: **File Name** Message Key

The Name

2023 OHIA Conference Flyer with Presentations.pdf (945.3 KB) E78CE932DAF8A9FA38B584DB2C1327C4

This year we will be doing special stuff for the analysts at the conference since the conference is being held during Analyst Appreciation Day. I hope you can join us this year.

Also, please share with your agency.

Jill

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-618-1734| C: 541-840-4780
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Website | Facebook | Twitter

Message # 24 Me SS aq Cryoserver 00031641AA5B5EB1A170D9674246E1036CA3C106 e Ke y: Fr o "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> m: steelec <steelec@keizer.org>, "Pat.Brady" <Pat.Brady@hillsboro-oregon.gov>, Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, tmalaby@klamathfalls.city, dario.benitez@ice.dhs.gov, es ebeachy@bendoregon.gov, averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, jaggersm@jacksoncounty.org, erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, laurie.waite-reid@state.or.us, cchavez@klamathfalls.city, d desiree.badizadegan@centralpointoregon.gov, dpeoples@josephinecounty.gov, mwadley@fbi.gov To Su bje OHIA Conference ct: Thursday, July 13, 2023 12:33 EDT te: Attachments: File Name Message Key

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Also, please share with your agency.

2023 OHIA Conference Flyer with Presentations.pdf (945.3 KB)

Jill

Jill Hatten | Crime Analyst

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Message # 25

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        "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org> m:
    steelec <steelec@keizer.org>, "Pat.Brady" <Pat.Brady@hillsboro-oregon.gov>, Amanda Billings
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2023 OHIA Conference Flyer with Presentations.pdf (945.3 KB)

File Name

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Message # 26

Me

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Fr o
        "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org> m:
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
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To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)"
      <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>,
   "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery
   (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger
   <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)"
   <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us>
Cc "Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa Hardy
        <ahardy@cityofsalem.net
> Ad
dr es
se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org
d To
Su
bje RE: Southern Oregon Analyst Meeting ct:
   Thursday, October 05, 2023 15:29 EDT
te:
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Just checking to see how many of you can make this meeting. We may want to reschedule. Thanks Jill

----Original Appointment----From: Jill M. Hatten

Sent: Tuesday, June 27, 2023 4:51 PM

To: Jill M. Hatten; Amanda Billings; Benitez, Dario; burrowjb@jacksoncounty.org; cchavez@klamathfalls.city (cchavez@klamathfalls.city); daniel.radford@osp.oregon.gov; 'Desiree Badizadegan'; dpeoples@josephinecounty.gov; ebeachy@bendoregon.gov; Elise Brown (erbrown@co.douglas.or.us); Emmily L. Greb (emmily.greb@cityofmedford.org); Jeffrey Taylor; kabarnes@co.douglas.or.us; Kari Bone (Kari.Bone@cityofmedford.org); Natalie Avery (AveryNJ@jacksoncounty.org); RicharJM@jacksoncounty.org; Sarah Jagger; tmalaby@klamathfalls.city; Wadley, Michael (PD) (FBI); Waite-Reid, Laurie Cc: Waite-Reid, Laurie R; Taylor, Jeffrey R; Alexa Hardy Subject: Southern Oregon Analyst Meeting When: Thursday, October 12, 2023 10:45 AM-1:30 PM (UTC-08:00) Pacific Time (US & Canada). Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526) Tentative schedule for our next analyst meeting: 10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team 11:30 - 12:00 Visit Grants Pass PD Detectives 12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk. We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others. Message # 27 Me ss ag 00031645F02BCB42BC6BB0FB2B000B8F66618E55 Cryoserver e Ke y: Fr o "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Cc "Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa Hardy <ahardy@cityofsalem.net > Ad se kabarnes@co.douglas.or.us, richarjm@jacksoncounty.org, laurie.waite-reid@osp.oregon.gov d To Su bje RE: Southern Oregon Analyst Meeting ct: Thursday, October 05, 2023 15:29 EDT te:

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Cc: Waite-Reid, Laurie R; Taylor, Jeffrey R; Alexa Hardy

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12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk.

We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others. Message # 28

Me ss ag 000316455A51334C59BC16221AEB40A575E5867B Cryoserver e Ke Fr o "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Cc "Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa Hardy <ahardy@cityofsalem.net > Ad dr jeffrey.taylor@osp.oregon.gov, burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, tmalaby@klamathfalls.city, es dario.benitez@ice.dhs.gov, ebeachy@bendoregon.gov, averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, se jaggersm@jacksoncounty.org, erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, laurie.waite-reid@state.or.us, d ahardy@cityofsalem.net, cchavez@klamathfalls.city, desiree.badizadegan@centralpointoregon.gov, To dpeoples@josephinecounty.gov, mwadley@fbi.gov Su bje RE: Southern Oregon Analyst Meeting ct: Thursday, October 05, 2023 15:29 EDT te:

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Cc: Waite-Reid, Laurie R; Taylor, Jeffrey R; Alexa Hardy

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Due to low attendance for this quarters meeting, we will be cancelling. If anyone has thoughts for scheduling a future meeting, let me know.

bje Canceled: Southern Oregon Analyst Meeting ct:

Monday, October 09, 2023 11:36 EDT te:

10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team

Message # 30

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Fr o
        "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org> m:
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
   "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"
   <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan'
    <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,
To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)"
      <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>,
   "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery
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Cc "Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa Hardy
        <ahardy@cityofsalem.net
> Ad
dr jeffrey.taylor@osp.oregon.gov, burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, tmalaby@klamathfalls.city, es
dario.benitez@ice.dhs.gov, ebeachy@bendoregon.gov, averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, se
jaggersm@jacksoncounty.org, erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, laurie.waite-reid@state.or.us,
d ahardy@cityofsalem.net, cchavez@klamathfalls.city, desiree.badizadegan@centralpointoregon.gov, To
dpeoples@josephinecounty.gov, mwadley@fbi.gov
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   Monday, October 09, 2023 11:36 EDT te:
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Message #31

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Me
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                                                                                                                    Cryoserver
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Fr o
        "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org> m:
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
   "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"
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    <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>,
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Cc "Laurie.Waite-Reid" <Laurie.Waite-Reid@osp.oregon.gov>, "Taylor, Jeffrey R" <Jeffrey.Taylor@osp.oregon.gov>, Alexa Hardy
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Message # 32 Me SS ag Cryoserver 000316451D020D4406903E593B97599AA7D566A3 Ke y: "Jill M. Hatten" Fr o <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr es se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org Su bje FW: EPIC/DEASIL Account ct: Da Thursday, October 12, 2023 15:21 EDT te: Attachments: File Name Message Key image002.png (42.9 KB) 70EB647DFB65702D1CCD0E58A555DE0F image001.png (61.2 KB) 1F3C7359D7BC80C2AB1A47084D96544E 42375430382BA92B03BC4FC439D45A84 06.20.23 EPIC Access - DEASIL Guide.pdf (4.8 MB) I hear Southern Oregon will be getting a in the near future. The only way to access the reads, and enter a vehicle on the hotlist is to have an EPIC/DEASIL login. If you do not have a login, here are instructions. I am trying to get EPIC/DEASIL on the agenda for our Oregon Analyst Workshop in Keizer on April 4th to share some information about their system. I don't have details about the Emmily Greb may have more information. Jill From: Sent: Thursday, October 20, 2022 9:40 AM Subject: EPIC/DEASIL Account Once vetted, or if you are a veteran EPIC user, you can send the following directly to us to establish your account. Full Name:

Agency Affiliate:
External Work Email:

Originating Agency Identification (ORI) or Zip Code:

Once received, an LPR member will create your account, at which point you will receive an automated email directly from DEASIL. Please follow the link and set-up your unique password and security questions. Please note if you DO NOT log into your account for more than 30

follow the link and set-up your unique password and security questions. Please note, if you DO NOT log into your account for more than 30 days, your account will become INACTIVE and you will need to contact LPR to reset your account.

IC Portal and DEASIL are separate platforms and require their own login credentials.

DARTS account setups for DEA personnel can be requested through the DEA Service Desk options. For those outside of DEA requiringDICE accounts, use the following link for new users on the new DICE home pagehttps://ifa.dea.gov/DICE_or call the DEA IFA User Access Management (UAM) teamat1(571) 387-4292

NEW: The DARTS 2.0 link has been activated on the Concorde homepage. DICE2.0 is accessible from Firebird and the internet at https://ifa.dea.gov

To meet new security requirements, the option for users to reset their password will be removed from <u>DICE 1.0</u> this Thursday March 24th, 2022. All users needing a password reset after this date will need to contact the help desk. ServiceDesk: <u>ServiceDesk: DEA@dea.gov</u>

V/r

Cari N. Schieno | Program Analyst

Hello,

I have attached a PDF file that is a step-by-step in how to become vetted through EPIC, as well as, a user's guide to navigating the DEASIL application. If you are a Task Force Officer or Contractor with the Government, and/or an employee with State, Local, Tribal or Campus Agencies, you must become vetted through EPIC prior to a DEASIL account being established on your behalf.



DEASIL | National License Plate Reader Program (LPR) El Paso Intelligence Center (EPIC) Desk: (571) 387-4220 | Cell: (915) 276-7671

Cari.N.Schieno@dea.gov

"Do right and fear not"

"We'd love to hear any success stories from you, the users. These justify the coverage and growth of this program!" You can send your stories to LPR@usdoj.gov or to cari.n.schieno@usdoj.gov DEASIL Password/Account reset LPR@usdoj.gov

If you or a partner agency utilize local LPRs, we encourage you to reach out to coordinate data share Explore possible funding at: https://bja.ojp.gov/funding/current or Operation StoneGarden at: https://www.homelandsecuritygrants.info/GrantDeta ils.aspx?gid=21875

Page 38 of 70 - Export Date: 11 Feb 2025 15:55

Message # 33 Me SS ag Cryoserver 00031645F04C054BE5B420DC99FF0A6730326529 Ke y: "Jill M. Hatten" Fr o <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> Ad dr es se kabarnes@co.douglas.or.us, richarjm@jacksoncounty.org d To Su bje FW: EPIC/DEASIL Account ct: Da Thursday, October 12, 2023 15:21 EDT te: Attachments: File Name Message Key image002.png (42.9 KB) 70EB647DFB65702D1CCD0E58A555DE0F image001.png (61.2 KB) 1F3C7359D7BC80C2AB1A47084D96544E 06.20.23 EPIC Access - DEASIL Guide.pdf (4.8 MB) 42375430382BA92B03BC4FC439D45A84 I hear Southern Oregon will be getting a in the near future. The only way to access the reads, and enter a vehicle on the hotlist is to have an EPIC/DEASIL login. If you do not have a login, here are instructions. I am trying to get EPIC/DEASIL on the agenda for our Oregon Analyst Workshop in Keizer on April 4th to share some information about their system. I don't have details about the Emmily Greb may have more information. Jill From: Sent: Thursday, October 20, 2022 9:40 AM Subject: EPIC/DEASIL Account Once vetted, or if you are a veteran EPIC user, you can send the following directly to us to establish your account. Full Name: Agency Affiliate:

Once received, an LPR member will create your account, at which point you will receive an automated email directly from DEASIL. Please follow the link and set-up your unique password and security questions. *Please note*, if you **DO NOT** log into your account for more than 30 days, your account will become **INACTIVE** and you will need to contact LPR to reset your account.

External Work Email:

Originating Agency Identification (ORI) or Zip Code:

DEASIL can be accessed through Firebird/Webster/Applications for internal users, or a google search of https://deasil.usdoj.gov for external. EP

IC Portal and DEASIL are separate platforms and require their own login credentials.

DARTS account setups for DEA personnel can be requested through the DEA Service Desk options. For those outside of DEA requiringDICE accounts, use the following link for new users on the new DICE home pagehttps://ifa.dea.gov/DICE_or call the DEA IFA User Access Management (UAM) teamat1(571) 387-4292

NEW: The DARTS 2.0 link has been activated on the Concorde homepage. DICE2.0 is accessible from Firebird and the internet at https://ifa.dea.gov

To meet new security requirements, the option for users to reset their password will be removed from <u>DICE 1.0</u> this Thursday March 24th, 2022. All users needing a password reset after this date will need to contact the help desk. ServiceDesk: <u>ServiceDesk: DEA@dea.gov</u>

V/r

Cari N. Schieno | Program Analyst

Hello,

I have attached a PDF file that is a step-by-step in how to become vetted through EPIC, as well as, a user's guide to navigating the DEASIL application. If you are a Task Force Officer or Contractor with the Government, and/or an employee with State, Local, Tribal or Campus Agencies, you must become vetted through EPIC prior to a DEASIL account being established on your behalf.



DEASIL | National License Plate Reader Program (LPR)
El Paso Intelligence Center (EPIC)
Dealer (574) 207, 4220 | Cells (245) 276, 7674

Desk: (571) 387-4220 | Cell: (915) 276-7671

Cari.N.Schieno@dea.gov

"Do right and fear not"

"We'd love to hear any success stories from you, the users. These justify the coverage and growth of this program!" You can send your stories to LPR@usdoj.gov or to cari.n.schieno@usdoj.gov DEASIL Password/Account reset LPR@usdoj.gov

If you or a partner agency utilize local LPRs, we encourage you to reach out to coordinate data share Explore possible funding at: https://bja.oip.gov/funding/current or Operation StoneGarden at: https://www.homelandsecuritygrants.info/GrantDetails.aspx?gid=21875

Page 40 of 70 - Export Date: 11 Feb 2025 15:55

Message # 34 Me SS ag Cryoserver 000316459F8C114F5154BC80F362C95D6F75F20E Ke y: "Jill M. Hatten" Fr o <Jill.Hatten@cityofmedford.org> m: Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, "daniel.radford@osp.oregon.gov" <daniel.radford@osp.oregon.gov>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, To "ebeachy@bendoregon.gov" <ebeachy@bendoregon.gov>, "Elise Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, Jeffrey Taylor <jeffrey.taylor@state.or.us>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Natalie Avery (AveryNJ@jacksoncounty.org)" <AveryNJ@jacksoncounty.org>, richarjm <richarjm@jacksoncounty.org>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city>, "Wadley, Michael (PD) (FBI)" <mwadley@fbi.gov>, "Waite-Reid, Laurie" <Laurie.Waite-Reid@state.or.us> dr burrowjb@jacksoncounty.org, jeffrey.taylor@state.or.us, tmalaby@klamathfalls.city, dario.benitez@ice.dhs.gov, es ebeachy@bendoregon.gov, averynj@jacksoncounty.org, daniel.radford@osp.oregon.gov, jaggersm@jacksoncounty.org, erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, laurie.waite-reid@state.or.us, cchavez@klamathfalls.city, d desiree.badizadegan@centralpointoregon.gov, dpeoples@josephinecounty.gov, mwadley@fbi.gov To Su bje FW: EPIC/DEASIL Account ct: Da Thursday, October 12, 2023 15:21 EDT te: Attachments: **File Name** Message Key image002.png (42.9 KB) 70EB647DFB65702D1CCD0E58A555DE0F image001.png (61.2 KB) 1F3C7359D7BC80C2AB1A47084D96544E 06.20.23 EPIC Access - DEASIL Guide.pdf (4.8 MB) 42375430382BA92B03BC4FC439D45A84 I hear Southern Oregon will be getting a in the near future. The only way to access the reads, and enter a vehicle on the hotlist is to have an EPIC/DEASIL login. If you do not have a login, here are instructions. I am trying to get EPIC/DEASIL on the agenda for our Oregon Analyst Workshop in Keizer on April 4th to share some information about their system. I don't have details about the Emmily Greb may have more information.

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Sent: Thursday, October 20, 2022 9:40 AM

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follow the link and set-up your unique password and security questions. Please note, if you **DO NOT** log into your account for more than 30 days, your account will become **INACTIVE** and you will need to contact LPR to reset your account.

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DEASIL | National License Plate Reader Program (LPR) El Paso Intelligence Center (EPIC)

Desk: (571) 387-4220 | Cell: (915) 276-7671

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Mes sage

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Fro

"Jill M. Hatten" < Jill. Hatten@cityofmedford.org>

m:

Amanda Billings <amanda.billings@ashland.or.us>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>,

To: "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "daniel.radford@osp.oregon.gov"

<daniel.radford@osp.oregon.gov>, Natalie Avery <AveryNJ@jacksoncounty.org>, "ebeachy@bendoregon.gov"

<ebeachy@bendoregon.gov> Addr

esse jaggersm@jacksoncounty.org, amanda.billings@ashland.or.us, cchavez@klamathfalls.city, dpeoples@josephinecounty.gov, dario.benitez@ice.dhs.gov, averynj@jacksoncounty.org, ebeachy@bendoregon.gov, daniel.radford@osp.oregon.gov To:

Subj

FW: Oregon Analyst Workshop Mini-Conference Registration - April 4, 2024

ect:

Date

Wednesday, January 31, 2024 13:19 EST

Attachments:

File Name Message Key

image001.png (1.9 MB) 7D5930E19D40B2CD3CC50CB58E5D6877

Just want to make sure you got this. There are only 15 spots left.

From: Kenagy Debra < debra.kenagy@doj.state.or.us>

Sent: Monday, January 29, 2024 9:45 AM

Subject: Oregon Analyst Workshop Mini-Conference Registration - April 4, 2024

All-

Join us for our first Oregon Analyst Workshop (OAW) Mini-Conference on April 4, 2024. This one-day event will bring together analysts to learn about FinCEN SARS, ATF NIBIN/eTrace, IACA Certification Program and more. We have also included plenty of networking time.

Space is limited to 50 people so register today!

Registration link: Oregon OAW Conference 2024



Hope to see you there.

Debra Kenagy

Senior Criminal Intelligence Analyst Oregon TITAN Fusion Center Analytical and Criminal Investigative Services Section Criminal Justice Division | Oregon Department of Justice

Desk: 503-934-2028 Mobile: 503-576-0611

***** CONFIDENTIALITY NOTICE *****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

Message Key: 000316A17D6B521F0F0395504A3C31B41A85BB65

Certified from Cryoserver

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: Border Crossings

Date: Wednesday, February 21, 2024 17:12 EST

I used to email Jennifer Stierli - Redding DHS and she would run plates through the border crossing system. Can you do that?

Jill Hatten | *Crime Analyst*City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website Facebook Twitter

Message Key: 000316A15BAA62FB5D1ACCE404D36E21291D9528



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov
Subject: RE: Border Crossings

Date: Thursday, February 22, 2024 13:49 EST

A Beaverton detective is wanting some assistance in a sex crimes case, she may be sending you some plates to check. I checked everything I could (except DEASIL because I have been locked out of my account due to inactivity, and they have not restarted it yet)

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Thursday, February 22, 2024 10:38 AM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: Re: Border Crossings

<EXTERNAL EMAIL **Click Responsibly!**>

Good morning Jill,

Sorry for the delay in my response, we were out in Ontario on a SW.. but yes, I can do that.

Let me know what you need and I'll take a look.

Thanks,

Dario

Get Outlook for iOS

From: Jill M. Hatten < <u>Jill.Hatten@cityofmedford.org</u>>
Sent: Wednesday, February 21, 2024 2:12:39 PM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Border Crossings

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

I used to email Jennifer Stierli – Redding DHS and she would run plates through the border crossing system. Can you do that? Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
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Work hours: Mon – Thur, 0700 - 1730

Message #38

Website Facebook | Twitter

Message Key: 000316A1EF22878FECDDD56B26D52D3C6DA8FE34

Cryoserver

From: "Jill M. Hatten" < Jill. Hatten@cityofmedford.org> To: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> Addressed To: dario.benitez@ice.dhs.gov Subject: RE: Border Crossings Date: Thursday, February 22, 2024 14:56 EST Thank you for helping From: Benitez, Dario < Dario. Benitez@ice.dhs.gov> Sent: Thursday, February 22, 2024 11:42 AM To: Jill M. Hatten < Jill. Hatten@cityofmedford.org> Subject: RE: Border Crossings Hi Jill. I was able to assist Daneila, no recent crossings though. Thanks. Dario From: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Sent: Thursday, February 22, 2024 10:50 AM To: Benitez, Dario < Dario.Benitez@ice.dhs.gov > Subject: RE: Border Crossings CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions. A Beaverton detective is wanting some assistance in a sex crimes case, she may be sending you some plates to check. I checked everything I could (except DEASIL because I have been locked out of my account due to inactivity, and they have not restarted it yet) From: Benitez, Dario < Dario.Benitez@ice.dhs.gov > Sent: Thursday, February 22, 2024 10:38 AM To: Jill M. Hatten < Jill. Hatten@cityofmedford.org > Subject: Re: Border Crossings <EXTERNAL EMAIL **Click Responsibly!**> Good morning Jill, Sorry for the delay in my response, we were out in Ontario on a SW.. but yes, I can do that.

Get Outlook for iOS

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Dario

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Sent: Wednesday, February 21, 2024 2:12:39 PM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Border Crossings

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Work hours: Mon - Thur, 0700 - 1730

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Website | Facebook | Twitter

Message Key:

000316A1303EF47CC50D058CD1E99BEB80F63B71



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: Oregon Analyst Workgroup Mini-Conference

Date: Monday, April 01, 2024 16:23 EDT

Attachments:

File Name Message Key

image001,png (44.6 KB) 0238A29A459E4FCED27949278E1E6461

That is too bad I can cancel you.

Kari and I are driving up the morning of, and driving home after so there would be no hotel expense. If you are interested in riding with us, you wouldn't have a fuel expense either, just the day not working in the office (if that helps with approval).

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501

Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter

MEET WITH ME

From: Benitez, Dario < Dario. Benitez@ice.dhs.gov>

Sent: Monday, April 1, 2024 9:56 AM

To: Jill M. Hatten < Jill. Hatten@cityofmedford.org>

Subject: RE: Oregon Analyst Workgroup Mini-Conference

<EXTERNAL EMAIL **Click Responsibly!**>

Good morning Jill,

I wasn't able to get funding approved to attend this event, so I need to cancel my registration.

Who should I reach out to?

Thanks,

Dario

From: Jill M. Hatten < Jill.Hatten@cityofmedford.org >

Sent: Monday, March 11, 2024 11:14 AM

Subject: Oregon Analyst Workgroup Mini-Conference

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.



The 2024 Oregon Analyst Workgroup Mini-Conference is just 24 days away!

When: Thursday, April 4th, 9:30 AM - 3:30 PM

Where: Oregon DOJ office located at 2250 McGilchrist St SE, Salem, OR

Oregon DOJ has a large format printer that can print link charts, timelines, player sheet formats or other examples you'd like to share. Just send your image or pdf files to debra.kenagy@doj.state.or.us.

The schedule is as follows (subject to change):

09:30 - 10:30 Networking

10:30 - 11:00 FinCEN SARS Training - Rachel Royston, Investigator/Contractor US Attorney's Office

11:00 - 11:20 HITS Presentation - Laurie Waite-Reid, Oregon State Police

11:20 - 11:30 IACA Certification Program - Kimm Barnes, IACA Certification Chair

11:30 - 12:00 RISS (Etrace/NIBIN) - Colene Domenech, Region 1 LE Coordinator WSIN.RISS.net

12:00 – 12:30 EPIC/DEASIL (LPR) - Cari Schieno, DEASIL LPR Program Analyst (via Teams) 12:30 Working Lunch

Product demo by CrimeiX https://www.crimeix.com/ - Coffee and snacks brought to you by CrimeiX

12:45 – 14:30 Roundtable discussion (name, what do you do, what tools do you use, what training have you attended, what can you offer your peers, tips and tricks as experienced analysts). *If you would like to share anything on the projector, there will be a laptop or you can mirror from an iPhone.*

14:30 - 15:30 Networking

Looking forward to seeing all of you soon!

Page 50 of 70 - Export Date: 11 Feb 2025 15:55

Message Key: 000316A11DDB6054A44D65B9E3ED851D4AE17B17



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>

To:

Addressed To: cchavez@klamathfalls.city, dario.benitez@ice.dhs.gov

Subject: Mini-Conference Teams Link

Date: Wednesday, April 03, 2024 18:46 EDT

Debra Kenagy will be sending you a teams invite if you would like to tune into the conference tomorrow. Sorry you couldn't make it .iiil

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-618-1734 | C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter | MEET WITH ME

Me ss

ag

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Ke y:

Fro "Jill M. Hatten"

<Jill.Hatten@cityofmedford.org> m: To

:

Ad dianne.greenlee@doj.state.or.us, joshdoney@crimeix.com, richard.w.goldston@doc.oregon.gov, dr jaggersm@jacksoncountyor.gov, jodi.doane@atf.gov, kaitlynn.davis@police.portlandoregon.gov, es tammy.michelson@cityofvancouver.us, robert.becker@doj.state.or.us, eli.g.martinez@doc.oregon.gov, se morgan.miles@police.portlandoregon.gov, dario.benitez@ice.dhs.gov, cdomenech2@wsin.riss.net, d jaimi.glass@bentoncountyor.gov, lwreid@osp.oregon.gov, baustin@springfield-or.gov,

elise.brown@douglascountyor.gov,

To cari.n.schieno@dea.gov, jmonia@eugene-or.gov, saray.farias-pulido@cityofvancouver.us, cchavez@klamathfalls.city,

: rachel.royston@usdoj.gov, wiversen@eugene-or.gov, melina.d.marcon@doj.state.or.us, asolesbee@eugene-or.gov,
ryan.heitsmith@hillsboro-oregon.gov, amanda.trygg@cityofvancouver.us, ewells@clackamas.us,
allan.solomon@osp.oregon.gov, csadler@fbi.gov, eemagee@fbi.gov, todd.benson@doj.state.or.us, jon.w.lever@doc.state.or.us,
krjones3@fbi.gov, michael.zagyva@doj.state.or.us, sarah.mcclure@osp.oregon.gov, Instickney@fbi.gov,
patrickroam@crimeix.com, ana.soto@police.portlandoregon.gov, kimm.barnes@douglascountyor.gov, lwick@springfield-or.gov,
pat.hurley@albanyoregon.gov, kaskokan@fbi.gov, daniel.radford@doj.state.or.us

Su bj

FW: 2024 Bias Crime Investigations and Prosecutions Conference

ec t: Da

Thursday, April 18, 2024 12:23 EDT

te:

Attachments:

File Name

image001.png (1.6 MB)

6.2024 Bias Conference Flyer[61].pdf (3.9 MB)

Message Key

7D1C5C315D3ED5F18A31BA7B9347D8B5 AEF904F42564E4AB6D9A9F335A84C30C

Upcoming training that was mentioned in the mini-conference.

Also, if you haven't already, please take a moment to fill out our post-conference survey, it will take less than 10 minutes of your time. https://forms.office.com/q/KC7DMt2xLC

Thank you Jill

From: Daws Jessica <jessica.daws@doj.state.or.us>

Sent: Wednesday, April 17, 2024 3:44 PM

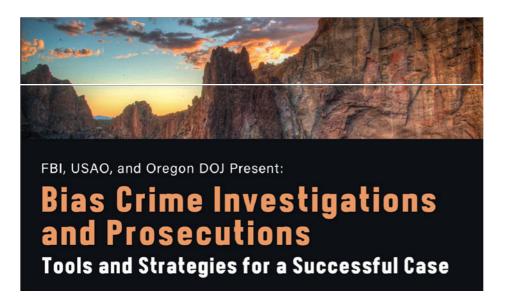
Subject: 2024 Bias Crime Investigations and Prosecutions Conference

Greetings,

We are happy to announce that we are bringing the *Bias Crime Investigations and Prosecutions: Tools and Strategies for a Successful Case* training to **Medford, OR** and **Bend, OR** this June! The conference is intended for Oregon and federal law enforcement and prosecutors only. It is a one-day, in-person event and will not be streamed or recorded. Training materials will be shared in a digital format only.

Our goal is to support our law enforcement partners in this work and to help increase the reporting of hate crimes and bias incidents, increase criminal investigations of hate and bias, and to successfully prosecute crimes involving hate and bias.

*This training is intended for law enforcement and prosecutors only. CLE and DPSST credits available.



Event Dates and Times:

- June 11, 2024, 8:45am 4pm (doors open at 8am for check-in) 219
 S. Ivy St.
 Medford, OR 97501
 Register here
- June 12, 2024, 8:45am 4pm (doors open at 8am for check-in) 555 NE 15th St.
 Bend, OR 97701
 Register here

Visit our webpage for all conference information.

Please reach out to <u>Jessica.Daws@doj.state.or.us</u> if you have any questions, special requests, or concerns. We look forward to seeing you!

Sincerely,

The 2024 Bias Crime Conference Planning Committee

***** CONFIDENTIALITY NOTICE *****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

^{*}Registration is required for all attendees. Attendance is capped at 75.

Message # 42 Me 55 ag Cryoserver 000316A9E99DEC73D648A9B64E21D391143BD588 Ke y: Fr om "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "Elise Brown (erbrown@co.douglas.or.us)" To: <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Heidi B. Wade" <Heidi.Wade@cityofmedford.org>, "Jason Peel (jpeel@klamathfalls.city)" <jpeel@klamathfalls.city>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, "Kimm A. Barnes" <kabarnes@co.douglas.or.us>, richarim <richarim@jacksoncounty.org>, Ryan Thayer <rjthayer@co.douglas.or.us>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city> Ad dre ss richarjm@jacksoncounty.org ed To:

Thursday, November 14, 2024 11:05 EST te: Attachments:

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File Name Message Key

bje FW: SO URISA User Group Meeting - Thursday, December 5th ct:

SO URISA User Group Meeting.ics (10.2 KB) 16BDBAA08A580CCE3BBACEDFF237F3D0

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From: Jeff Wilcox <jeff.wilcox@phoenixoregon.gov> Sent: Wednesday, November 13, 2024 4:28 PM

To: 'Emily Thompson' <EThompson@grantspassoregon.gov>; David M. Pastizzo <David.Pastizzo@cityofmedford.org>;

nhart@greentoppdr.com

Cc: 'Jeff Wilcox' <jeff.wilcox@phoenixoregon.gov>

Subject: SO URISA User Group Meeting - Thursday, December 5th

<EXTERNAL EMAIL **Click Responsibly!**>

Good evening all,

- 3. Break for lunch around noon Pizza and various beverages provided by URISA.
- Informal round-table on what GIS projects members/agencies are working on; exhibits and short presentations welcomed/encouraged but not required!

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See you soon!

Best regards, Jeff

Jeff Wilcox
Senior Planner
City of Phoenix 541535-2050 Ext 318 We
Have Moved!
Visit us at:
112 W. Second St. Phoenix,
OR 97535

The Southern Oregon Chapter of URISA is meeting up, join us!

When: Thursday December 5th 10AM-2PM

Where: 219 S Ivy St, Medford Police Building, Prescott Room

What:

- 1. ESRI Representatives will be holding a training session on Imagery, and Digital Twins.
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Cryoserver

Ke y:

Fr om "Jill M. Hatten"

<Jill.Hatten@cityofmedford.org>

<Jill.l

Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
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Message Key:

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Cryoserver

"Jill M. Hatten" < Jill.Hatten@cityofmedford.org> From: "Benitez, Dario" < Dario. Benitez@ice.dhs.gov> To:

Addressed To: dario.benitez@ice.dhs.gov

Subject: Analyst

Date: Thursday, December 19, 2024 12:43 EST

This person is on our analyst list, I do not have her in my contacts, is this information still accurate?

Brumbaugh, Jessica

Analyst Jessica.l.brumbaugh@associates.hsi.dhs.gov_503.894.2378

(C)

ONG/Medford Medford, OR County: Jackson

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-512-5747| C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter

MEET WITH ME

Me SS ag Cryoserver 000316A974948586596A7EDCADCAF67B1AF3C2DE e Ke V: Fr om "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "Elise Brown (erbrown@co.douglas.or.us)" To: <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Heidi B. Wade" <Heidi.Wade@cityofmedford.org>, "Jason Peel (jpeel@klamathfalls.city)" <jpeel@klamathfalls.city>, "Johnna Richards-Watkins" (watkinjh@jacksoncountyor.gov)" <watkinjh@jacksoncountyor.gov>, "kabarnes@co.douglas.or.us" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, Ryan Thayer <rjthayer@co.douglas.or.us>, Sarah Jagger <JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" <tmalaby@klamathfalls.city> Ad rithayer@co.douglas.or.us, burrowjb@jacksoncounty.org, tmalaby@klamathfalls.city, jpeel@klamathfalls.city, dre dario.benitez@ice.dhs.gov, jaggersm@jacksoncounty.org, kabarnes@co.douglas.or.us, erbrown@co.douglas.or.us, ss amanda.billings@ashland.or.us, watkinjh@jacksoncountyor.gov, cchavez@klamathfalls.city, ed desiree.badizadegan@centralpointoregon.gov, dpeoples@josephinecounty.gov bje Southern Oregon Analyst meeting ct: Da Thursday, December 19, 2024 13:30 EST te:

Here are the details on the last meeting we had scheduled and was cancelled.

Since the cancellation I have directed more of my attention to getting the Oregon Analyst Network up and running.

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Subject: Southern Oregon Analyst Meeting

When: Thursday, October 12, 2023 10:45 AM-1:30 PM (UTC-08:00) Pacific Time (US & Canada). Where: Taprock Northwest Grill (971 SE 6th St, Grants Pass, OR 97526)

Tentative schedule for our next analyst meeting:

10:45 - 11:15 Visit Josephine County Sheriff's Detectives and drug team

11:30 - 12:00 Visit Grants Pass PD Detectives

12:15 – 1:30 Lunch meeting @ Taprock Northwest Grill BOARDROOM, 971 SE 6th St, Grants Pass. The boardroom is located on the left, next to the hostess desk.

We hope to keep this meeting going quarterly based on attendance. Hopefully having it further north will make it more accessible for others.

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-512-5747| C: 541-840-4780 Work hours: Mon – Thur, 0700 - 1730 Website [Facebook | Twitter MEET WITH ME

Message #47

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Fr om "Jill M. Hatten"
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Ph: 541-774-2270 | F: 541-512-5747| C: 541-840-4780

Work hours: Mon - Thur, 0700 - 1730

Website | Facebook | Twitter

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Message # 48

Message Key: 000316A9223F807E577ABD1485E6EBD8CC95A3F7

Cryoserver

From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: Analyst

Date: Thursday, December 19, 2024 13:54 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Thank you

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov> Sent: Thursday, December 19, 2024 10:48 AM To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: RE: Analyst

<EXTERNAL EMAIL **Click Responsibly!**>

Good morning, Jill,

She's our National Guard Counter Drug Analyst here, but let me give you her updated Mobile: 541-816-7674

Thanks,

Dario Benitez Criminal Analyst Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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From: Jill M. Hatten < <u>Jill.Hatten@cityofmedford.org</u>>
Sent: Thursday, December 19, 2024 9:43 AM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Analyst

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

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Brumbaugh, Jessica Analyst <u>Jessica.l.brumbaugh@associates.hsi.dhs.gov</u> 503.894.2378

ONG/Medford Medford, OR County: Jackson

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bje New Analyst in Grants Pass
ct:
Da
    Thursday, December 19, 2024 19:10 EST
te:
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Grants Pass PD has a new analyst. Here is her contact information if you want to reach out and introduce yourself. Christina Johnson (Chris) cjohnson@grantspassoregon.gov
541-450-6222

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MEET WITH ME

Message # 50

Me 55 ag Cryoserver 000316A952BC6D5E0236874EF76739C491ECBAFF e Ke y: Fr om "Jill M. Hatten" <Jill.Hatten@cityofmedford.org> Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>, "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)" <cchavez@klamathfalls.city>, 'Desiree Badizadegan' <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "Elise Brown (erbrown@co.douglas.or.us)" To: <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Heidi B. Wade" <Heidi.Wade@cityofmedford.org>, "Jason Peel (jpeel@klamathfalls.city)" <jpeel@klamathfalls.city>, "Johnna Richards-Watkins (watkinjh@jacksoncountyor.gov)" <watkinjh@jacksoncountyor.gov>, "kabarnes@co.douglas.or.us" <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, Ryan Thayer <rigthayer@co.douglas.or.us>, Sarah Jagger < JaggerSM@jacksoncounty.org>, "tmalaby@klamathfalls.city" < tmalaby@klamathfalls.city> Ad dre ss kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org, heidi.wade@cityofmedford.org ed To: Su bje New Analyst in Grants Pass ct: Da Thursday, December 19, 2024 19:10 EST te:

Grants Pass PD has a new analyst. Here is her contact information if you want to reach out and introduce yourself. Christina Johnson (Chris) cjohnson@grantspassoregon.gov
541-450-6222

Jill Hatten | Crime Analyst
City of Medford, Oregon | Police Department
219 S. Ivy Street, Medford, OR 97501
Ph: 541-774-2270 | F: 541-512-5747| C: 541-840-4780
Work hours: Mon – Thur, 0700 - 1730
Website | Facebook | Twitter

MEET WITH ME

MEET WITH ME

Message # 51

Message Key: 000316A9CCDAB6B3F8B500FD4B0245820C474482



From: "Jill M. Hatten" < Jill.Hatten@cityofmedford.org>
To: "Benitez, Dario" < Dario.Benitez@ice.dhs.gov>

Addressed To: dario.benitez@ice.dhs.gov

Subject: RE: Analyst

Date: Thursday, December 26, 2024 13:01 EST

Attachments:

File Name Message Key

<u>image001.png (23.5 KB)</u> EEA80B06B7C72E409301D962A003F837

Thank you

Looks like I have her on the list twice, once with the number you gave me. Is her correct last name Stein or Brumbaugh?

Stein, Jessica Criminal Analyst jessica.l.brumbaugh@associates.hsi.dhs.gov_541.816.7674

DHS/HSI County:

From: Benitez, Dario <Dario.Benitez@ice.dhs.gov>
Sent: Thursday, December 19, 2024 10:48 AM
To: Jill M. Hatten <Jill.Hatten@cityofmedford.org>

Subject: RE: Analyst

<EXTERNAL EMAIL **Click Responsibly!**>

Good morning, Jill,

She's our National Guard Counter Drug Analyst here, but let me give you her updated Mobile: 541-816-7674

Thanks,

Dario Benitez Criminal Analyst Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657 Cell: (541) 200-4501



WARNING: This document is FOR OFFICIAL USE ONLY. It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). This document is to be controlled, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to SENSITIVE BUT UNCLASSIFIED information and is not to be released to the public or other personnel who do not have a valid need to know without prior approval from the originator. Further transmission of LAW ENFORCEMENT SENSITIVE information is limited by The Privacy Act (5 U.S.C. 552(a)) and Trade Secrets Act (18 U.S.C. 1905), in accordance with the Third Agency Rule. If you are not the intended recipient or agent responsible for delivering the information to the intended recipient, unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender and delete all copies from your system.

From: Jill M. Hatten < <u>Jill.Hatten@cityofmedford.org</u>>
Sent: Thursday, December 19, 2024 9:43 AM
To: Benitez, Dario < <u>Dario.Benitez@ice.dhs.gov</u>>

Subject: Analyst

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click here and follow instructions.

This person is on our analyst list, I do not have her in my contacts, is this information still accurate?

Brumbaugh, Jessica

Analyst

Jessica.l.brumbaugh@associates.hsi.dhs.gov_503.894.2378

(C)

ONG/Medford Medford,

OR

County: Jackson

Jill Hatten | Crime Analyst City of Medford, Oregon | Police Department 219 S. Ivy Street, Medford, OR 97501 Ph: 541-774-2270 | F: 541-512-5747 | C: 541-840-4780

Work hours: Mon – Thur, 0700 - 1730

Website | Facebook | Twitter MEET WITH ME

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V:
Fr om "Jill M. Hatten"
<Jill.Hatten@cityofmedford.org>
   Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <Dario.Benitez@ice.dhs.gov>,
   "burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)"
    <cchavez@klamathfalls.city>, Christina Johnson <CJohnson@grantspassoregon.gov>, 'Desiree Badizadegan'
    <Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty.gov>, "Elise
To Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <Emmily.Greb@cityofmedford.org>, "Heidi
   B. Wade" <Heidi.Wade@cityofmedford.org>, "Jason Peel (jpeel@klamathfalls.city)" <jpeel@klamathfalls.city>,
    "jessica.l.brumbaugh@associates.hsi.dhs.gov" <jessica.l.brumbaugh@associates.hsi.dhs.gov>, "Johnna Richards-Watkins"
    (watkinjh@jacksoncountyor.gov)" <watkinjh@jacksoncountyor.gov>, "kabarnes@co.douglas.or.us"
    <kabarnes@co.douglas.or.us>, "Kari A. Bone" <Kari.Bone@cityofmedford.org>, Ryan Thayer <rjthayer@co.douglas.or.us>,
Sarah Jagger < Jagger SM@jacksoncounty.org > Ad
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se kari.bone@cityofmedford.org, emmily.greb@cityofmedford.org, heidi.wade@cityofmedford.org
d To
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bje Southern Oregon Analyst Meeting
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    Monday, December 30, 2024 19:45 EST
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Just sending this out to get something on the calendar in Spring. We can change dates to fit schedules as it gets closer. Let me know if this date does not work for you and what other dates may work better. If you have a suggestion for a location, let me know. Thank you

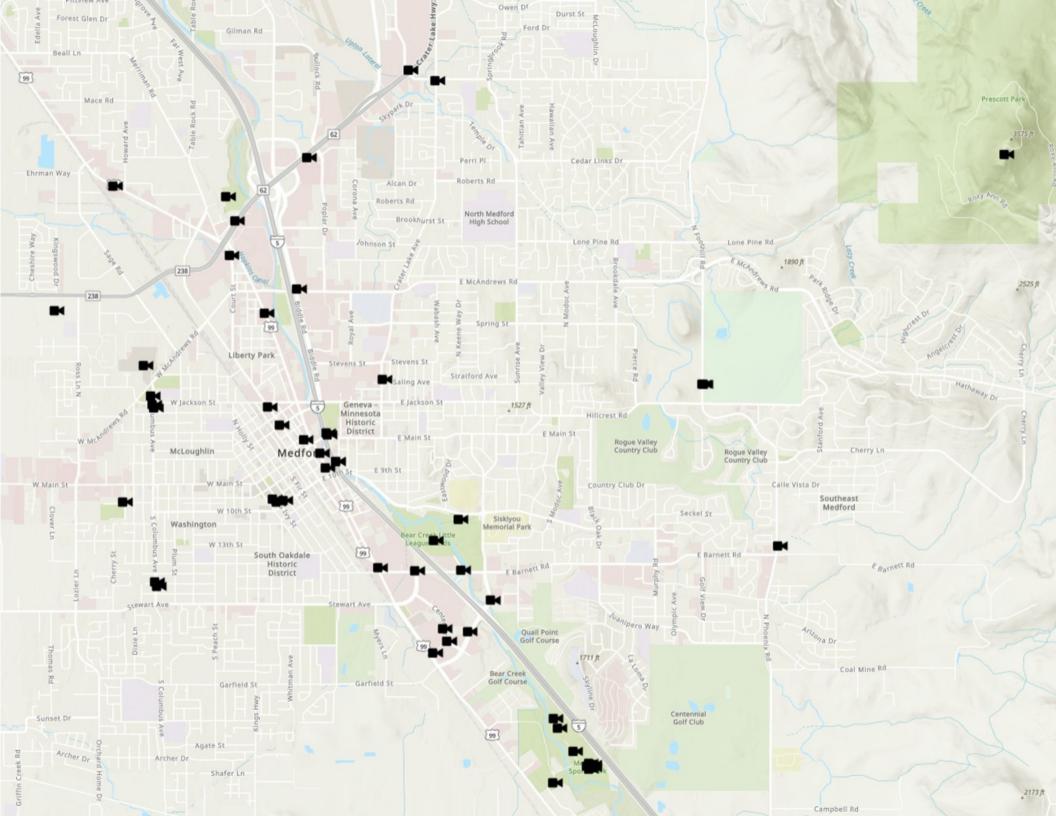
Jill

Message # 53

Me	
SS	
ag	Cryoserver
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e Kanada	
Ke	
y:	
Fr om "Jill M. Hatten"	
<jill.hatten@cityofmedford.org></jill.hatten@cityofmedford.org>	
Amanda Billings <amanda.billings@ashland.or.us>, "Benitez, Dario" <dario.benitez@ice.dhs.gov>,</dario.benitez@ice.dhs.gov></amanda.billings@ashland.or.us>	
"burrowjb@jacksoncounty.org" <burrowjb@jacksoncounty.org>, "cchavez@klamathfalls.city (cchavez@klamathfalls.city)</burrowjb@jacksoncounty.org>	s.city)"
<cchavez@klamathfalls.city>, Christina Johnson <cjohnson@grantspassoregon.gov>, 'Desiree Badizadegan'</cjohnson@grantspassoregon.gov></cchavez@klamathfalls.city>	(Carana) men
<desiree.badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty< p=""> To Desiree.Badizadegan@centralpointoregon.gov>, "dpeoples@josephinecounty.gov" <dpeoples@josephinecounty< p=""></dpeoples@josephinecounty<></dpeoples@josephinecounty<></desiree.badizadegan@centralpointoregon.gov>	
To Brown (erbrown@co.douglas.or.us)" <erbrown@co.douglas.or.us>, "Emmily L. Greb" <emmily.greb@cityofmedford< td=""><td>i.org>, Heiai</td></emmily.greb@cityofmedford<></erbrown@co.douglas.or.us>	i.org>, Heiai
: B. Wade" < Heidi. Wade@cityofmedford.org>, "Jason Peel (jpeel@klamathfalls.city)" < jpeel@klamathfalls.city>, "jessica.l.brumbaugh@associates.hsi.dhs.gov" < jessica.l.brumbaugh@associates.hsi.dhs.gov>, "Johnna Richards	Matkins
(watkinjh@jacksoncountyor.gov)" <watkinjh@jacksoncountyor.gov>, "kabarnes@co.douglas.or.us"</watkinjh@jacksoncountyor.gov>	-vvaikiris
kabarnes@co.douglas.or.us , "Kari A. Bone" <kari.bone@cityofmedford.org< a="">, Ryan Thayer <rithayer@co.douglas.or.us< td=""><td>ac or us></td></rithayer@co.douglas.or.us<></kari.bone@cityofmedford.org<>	ac or us>
Sarah Jagger < JaggerSM@jacksoncounty.org> Ad	as.or.us~,
dr rjthayer@co.douglas.or.us, burrowjb@jacksoncounty.org, jessica.l.brumbaugh@associates.hsi.dhs.gov, jpeel@klan	athfalle city
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se erbrown@co.douglas.or.us, amanda.billings@ashland.or.us, watkinjh@jacksoncountyor.gov, cchavez@klamathfalls desiree.badizadegan@centralpointoregon.gov, dpeoples@josephinecounty.gov	
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Just sending this out to get something on the calendar in Spring. We can change dates to fit schedules as it gets closer. Let me know if this date does not work for you and what other dates may work better. If you have a suggestion for a location, let me know. Thank you Jill

te:



From: MEDFORDOR Support <medfordor@govqa.us>

To: info4publicuse@protonmail.com <info4publicuse@protonmail.com>

Subject: [Records Center] City Records Request :: M012112-052825

Date: 30.05.2025 17:09:27 (+02:00)

--- Please respond above this line ---



Hello,

There are 590 properties that have identified as having surveillance cameras on their property that participate in the SCRAM program.

Thanks, David R. Schambach Senior Assistant City Attorney

To monitor the progress or update this request please log into the <u>Public Records Center</u>



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VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT

- A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and
- B. Agency desires to obtain access to Vigilant's Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and
- C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

- (a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.
- (b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.
- (c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.
- Confidential Information. Refers to any and all (I) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) Information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.



- (e) LEA. Refers to a law enforcement agency.
- (f) LEA Booking Images. Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.
- (g) LEA LPR Data. Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.
- (h) License Plate Recognition ("LPR"). Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.
 - (i) LPR Data. Refers to both LEA LPR Data and Commercial LPR Data.
- (j) Software Service. Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.
- (k) User. Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

- (a) Grant of License. During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the Software Service for use in accordance with the terms of this Agreement.
- (b) Authorized Use. Agency is prohibited from accessing the Software Service other than for law enforcement purposes.
- (c) Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software. Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.
- (d) Restrictions on Use of Software Service. Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.
- data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.
- (f) Non-Exclusive Licensed Access. Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is Vigilant Solutions Investigative Data Platform Agreement ver. 1.4 Page 2 of 12



Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

- (a) Accessibility. The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.
 - (b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.
- (c) Access to LEA Booking Images. LEA Booking Images are provided as a service to LEAs at no additional charge.
- (d) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(e) Account Security (Agency Responsibility).

- Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.
- (2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant's API.
- (f) Data Sharing. If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).
- (g) Subscriptions. Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.
- (h) Application Programming Interface (API). Vigilant offers an API whereby Agency may load LPR Data and/or Booking images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual subscription fee described in Section 3(g).

4. Restrictions on Access to Software Service.

- (a) Non-Disclosure of Confidential Information. Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.
- (b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees Vigilant Solutions Investigative Data Platform Agreement ver. 1.4



to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

- (c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.
- (d) Non-Publication. Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.
- (e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.
- (f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.
 - (g) Survival of Restrictions and Other Related Matters.
 - (1) Agency shall cause each User to comply with the provisions of this Section 4.
- (2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Section 4 by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this Section 4.
- (3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this Section 4 will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.
- (4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.
- (5) The restrictions set forth in this Section 4 shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) Term. The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month Vigilant Solutions – Investigative Data Platform Agreement ver 1.4



period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) Termination.

- (1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.
- Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.
- (c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC

Attn: Steve Cintron

1152 Stealth Street

Livermore, California 94551

Telephone: 925-398-2079

E-mail: steve.cintron@vigilantsolutions.com

Agency: Medford Police Department

Attn: Kaily Freund

Address: 411 W. 8th St.

Medford, OR 97501

Telephone: 541-774-2200

E-mail: kaily.freund@cityofmedford.org



with a copy to:

Holland, Johns & Penny, L.L.P. Attn: Margaret E. Holland

306 West Seventh Street, Suite 500

Fort Worth, Texas 76102

Telephone: 817-335-1050

E-mail: meh@hjpllp.com

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

- (b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.
- (c) Limitations of Liability. VIGILANT WILL NOT BE LIABLE FOR AGENCY'S USE OF THE LPR DATA, BOOKING IMAGES OR SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO AGENCY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VILIGANT'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.
- (d) Indemnification. Agency agrees to indemnify, defend and hold harmless Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from Agency's or a User's breach of this Agreement, (ii) that involves any vehicle owned or operated by Agency, (iii) or any employee or independent contractor hired by Agency or (iv) any and all claims based on Agency's or a User's actions or omissions.
- (e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.
- (f) Assignment of this Agreement. Agency may not assign its rights or obligations under this Agreement to any party, without the express written consent of Vigilant.
- (g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.
- (h) No Reliance. Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.



- (i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN TARRANT COUNTY, TEXAS.
- (j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.
- (k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this Section 6(k), no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.
- (I) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.
- (m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; provided, however, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period.
- (o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.
- (p) Insurance. Vigilant shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:
- (1) <u>Commercial General Liability Insurance</u> on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of \$1,000,000 per Occurrence and a General Aggregate of \$2,000,000. The City of Medford will be included as "an Additional Insured by blanket endorsement.
- (2) <u>Commercial Automobile Liability Insurance</u> for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by Vigilant for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If Vigilant is statutorily exempt from the requirement to provide Workers Compensation Insurance, Vigilant shall complete, sign, and submit the Affiliate's form for *Declaration of Exemption from Oregon Statutory Workers Compensation* in lieu of Workers Compensations Insurance.



(4) <u>Professional Liability Insurance</u> (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of \$2,000,000 per claim and the aggregate. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of Vigilant.

Should Vigilant use any sub-contractor under this Agreement, Vigilant will require sub-contractor to adhere to the same insurance coverage and limits as Vigilant and require sub-contractor to submit evidence of its insurance in the form of a Certificate of Insurance and any required endorsements.

Vigilant shall submit to Affiliate certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate shall include blanket Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to Affiliate for two (2) years following the effective term of this Agreement. Certificate Holder shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501.

Vigilant is responsible to assure that Affiliate receives a required thirty (30) days written notice prior to cancellation of, of any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. Vigilant shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

(a) Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the Vigilant for liability granted generally by law or specifically in the terms of this Agreement. In no case shall Affiliate be responsible for any amount of Vigilant self-insurance, or any retention, deductible, or coinsurance amount required by Vigilant's insurance policies.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company:	Vigilant Solutions, LLC
Authorized Agent:	Bill Quinlan
Title:	Vice President Sales Operations
Date:	7-23-2019
Signature:	Till-
	v
Agency:	Medford Police Opt.
Authorized Agent:	Scott Conuson
Title:	Ackny Chiefol Police
114.61	
Date:	7/25/19
Signature:	St puran

[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

- 1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
- 2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
- 3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
- 4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
- 5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
- 6. Vigilant and partners agree to use their formal cyber incident Response Plan if such event occurs.
- 7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.



- 8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
- 9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
- 10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
- 11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
- 12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
- 13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
- 14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
- 15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
- 16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
- 17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed rolebased access and applied sharing rules configured by Agency.
- 18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
- 19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
- 20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
- 21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
- 22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
- 23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
- 24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
- 25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
- 26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
- 27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
- 28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

- 1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
- Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CIIS, state or local information security policy requirements that may impact Vigilant compliance or Vigilant Solutions – Investigative Data Platform Agreement ver. 1.4

 Page 11 of 12



- system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
- 3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
- 4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
- 5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
- 6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
- 7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
- 8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
- 9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
- 10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
- 11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
- 12. Agency agrees to reinforce client staff policies for not sharing user accounts.
- 13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
- 14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
- 15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
- 16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
- 17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
- 18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
- 19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Vigilant Solutions, LLC 1152 Stealth Street Livermore CA 94551 United States Ph: (925) 398-2079 Fax: (925) 398-2113

Page Number 1 of 1 Request Date 06/08/2020 Sold To 607309 Ship To 608779 **Branch Plant** 10204 Customer PO (PO306015 Order Number 20721-35 Invoice 33622 RI Invoice Date 06/10/2020

Sold To:

CITY OF MEDFORD 411 WEST 8TH ST ROOM 380 MEDFORD POLICE DEPT MEDFORD OR 97501 United States

Attn: Kaily Freund Ph: 541-774-2214

Ship To:

Medford Police Department 411 W. Eighth St Medford OR 97501 United States

Altn. Kaily Freund Ph. 541-774-2209

Project	Order By	Order Date	Ship Method	Carrier	Inco Terms
LEARN Investigative Data Platform Renewal	LMP	06/08/2020	×		Fi

Line No	Item Number	Description	Ship Date	Ship/Back /Cancel	Unit Price	Extended Price	Tax
1.000 VS-IDP-01		INVESTIGATIVE DATA PLATFORM FOR 51 TO 100 SWORN Period of Performance is August 2020 through July 2021	06/10/2020	1 S	11230.00	11230 00	N
		1		Tax F	Rate 0 %	0 %	
		Net 30 Days	**************************************		Sales Tax		SOM
		7/10/2020		To	tal Order	11230.00	

Finance - See attached for remit-to address!

INPUT
JUL 07 20 FINANCE DEPT.

JUL 01 2020 FINANCE DEPT.



Vigilant Solutions, LLC
P.O. Box 841001
Dallas TX 75202
United States
Ph: (925) 398-2079 Fax: (925) 398-2113

Page Number 1 of 1 07/02/2021 Request Date 608779 Sold To Ship To 608779 **Branch Plant** 10204 Customer PO P0314488 25747 S5 Order Number Invoice 42980 RI Invoice Date 07/02/2021

Sold To:

Medford Police Department 411 W. Eighth St. Medford OR 97501 United States

Attn: Scott Clauson Ph: 541-774-2209 314489

Ship To:

Medford Police Department 411 W. Eighth St. Medford OR 97501 United States

Attn. Scott Clauson Ph. 541-774-2209

Project	Order By	Order Date	Ship Method	Carrier	Inco Terms
LEARN Investigative Data Platform Renewal	LMP	07/02/2021	53		70

Line No	Item Number	Description	Ship Date	Ship/Back /Cancel	Unit Price	Extended Price	Tax
		INVESTIGATIVE DATA PLATFORM FOR 51 TO 100 SWORN Period of Performance is August 2021 through July 2022	07/02/2021	1 S	11675 00	11675.00	N
				Tax	Rate 0 %	0 %	
Terms		Net 30 Days			Sales Tax		
Net Due Date 8/1/2021			T	otal Order	11675.00		







Vigilant Solutions, LLC P O Box 841001 Dallas TX 75284-1001 **United States** Ph. (925) 398-2079 Fax: (925) 398-2113

Sold To 608779 Ship To **Branch Plant** Customer PO Order Number Invoice Invoice Date

Page Number

Request Date

608779 10204 P0323191 28506 S5 48626 RI

08/29/2022

1 of 1

08/31/2022

Sold To:

Medford Police Department 411 W. Eighth St. Medford OR 97501 **United States**

Attn: Mark Cromwell Ph: 541-774-2209

Ship To:

Medford Police Department 411 W. Eighth St. Medford OR 97501 **United States**

Attn: Mark Cromwell Ph: 541-774-2209

Project		Order By	Order Date	Ship Method	1	Carrier		Inco Terms	
LEARN I	DP Renewal	LMP	08/29/2022						
Line No	Item Number	Di	escription	Ship	Date	Ship/Back /Cancel	Unit Price	Extended Price	Tax
1.000	VS-IDP-01	INVESTIGATIVE DATA PLATFORM FOR 51 TO 100 SWORN Period of Performance Aug 2022 through July 2023.		08/31 n July	/2022	1 S	12,140.00	12,140,00	N
						Tax I	Rate 0 %	0 %	
Terms		Net 30 Days					Sales Tax		
Net Due I	Date	9/30/2022				To	otal Order	12,140.00	

HILUT SEP 12272 FINALCE DEPT.



PAYMENT INSTRUCTIONS

U.S REGULAR MAIL VIGILANT SOLUTIONS, LLC P.O. BOX 841001 DALLAS, TX 75284-1001

EXPRESS/OVERNIGHT DELIVERY BANK OF AMERICA - LOCKBOX SERVICES VIGILANT SOLUTIONS, LLC - LOCKBOX 841001 1950 N STEMMONS FREEWAY DALLAS, TX 75202

ACH/ WIRE TRANSFERS ACCOUNT NAME: VIGILANT SOLUTIONS, LLC BANK OF AMERICA 135 SOUTH LASALLE CHIGAGO, IL 60603

> ABA Routing Number: 071000039 Account Number: 8670615284 SWIFT Code: BOFAUS3N



Vigilant Solutions, LLC P.O. Box 841001 Dallas TX 75284-1001 **United States** Ph: (925) 398-2079 Fax: (925) 398-2113 Page Number 1 of 2

Request Date 02/10/2023 Sold To 607309 **Branch Plant** 10204

Order Number Invoice Invoice Date

29612 \$5 50578 RI 02/10/2023

P0027031

Sold To:

CITY OF MEDFORD 411 WEST 8TH ST. **ROOM 380** MEDFORD POLICE DEPT. MEDFORD OR 97501 United States

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FINANCE T.

Line No	Item Number	Description	Quantity	Price
1	ESA RENEWALS BASIC	ANNUAL SUBSCRIPTION RENWL FEE Period: 4/23 - 3/24	1	\$ 7.020 00
Terms Net Due		Net 30 Days 3/12/2023	Total Service Charge	\$ 7,020.00

^{*} Details on annual CLKs renewal are included in the attached schedule

MAR 17 % FINANCE DEPT

PAYMENT INSTRUCTIONS

U.S REGULAR MAIL VIGILANT SOLUTIONS, LLC P.O. BOX 841001 DALLAS, TX 75284-1001

EXPRESS/OVERNIGHT DELIVERY BANK OF AMERICA - LOCKBOX SERVICES VIGILANT SOLUTIONS, LLC - LOCKBOX 841001

1950 N STEMMONS FREEWAY **DALLAS, TX 75202**

ACH/ WIRE TRANSFERS

ACCOUNT NAME: VIGILANT SOLUTIONS, LLC BANK OF AMERICA 135 SOUTH LASALLE CHIGAGO, IL 60603

> ABA Routing Number: 071000039 **Account Number: 8670615284** SWIFT Code: BOFAUS3N



Vigilant Solutions, LLC P.O. Box 841001 Dallas TX 75284-1001 United States Ph: (925) 398-2079 Fax: (925) 398-2113 Page Number 1 of 1 Request Date 04/11/2024 608779 Sold To Ship To 608779 **Branch Plant** 10204 Customer PO P0335158 Order Number 33128 S5 56982 RI Invoice Invoice Date 04/11/2024

Medford Police Department 411 W. Eighth St. Room 380 Medford OR 97501 United States

Attn: Trevor Arnold Ph: 541-774-2223 33515B FY 23/24

Medford Police Department 411 W. Eighth St. Room 380 Medford OR 97501 United States

Attn: Trevor Arnold Ph: 541-774-2223

12.16	Project Project	Order By	Order Date Ship M	Method 1	Carrier	-	Inco Terma	15
Basic LE	ARN Access	LMP	04/10/2024					
Line No	Item Number		Description	Ship Date	Ship/Back /Cancel	Unit Price	Extended Price	Tax
1.000	VS-LEARNB	VS LEARN ACCOUNTIES OF PERIOD OF PER		04/11/2024	1 S	1,200.00	1,200.00	N
100	1	1 - 1		SERVE L	Tax	Rate 0 %	0 %	
Terms		Net 30 Days		The state of the s	MENTS N	Sales Tax	THE REAL PROPERTY.	100
Net Due I	Date	5/11/2024			To To	otal Order	1,200.00	N-R



1 9 2024

FINANCE DEPT.

RECEIVED

JUL 17 2024

FINANCE DEPT.

PAYMENT INSTRUCTIONS

U.S REGULAR MAIL
VIGILANT SOLUTIONS, LLC
P.O. BOX 841001
DALLAS, TX 75284-1001

EXPRESS/OVERNIGHT DELIVERY
BANK OF AMERICA - LOCKBOX SERVICES
VIGILANT SOLUTIONS, LLC - LOCKBOX 841001
1950 N STEMMONS FREEWAY
DALLAS. TX 75202

ACCOUNT NAME: VIGILANT SOLUTIONS, LLC BANK OF AMERICA 135 SOUTH LASALLE CHIGAGO, IL 60603

> ABA Routing Number: 071000039 Account Number: 8670615284 SWIFT Code: BOFAUS3N

Policy **459**

Medford Police Department

Medford PD Policy Manual

Automated License Plate Readers (ALPRs)

459.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Medford Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security, suspect interdiction and stolen property recovery.

459.2 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Support Bureau Commander. The Administration Support Bureau Commander will assign personnel under his/her command to administer the day-to-day operation of the ALPR equipment and data.

459.3 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (b) An ALPR shall only be used for official and legitimate law enforcement business.
- (c) An ALPR may be used in conjunction with any routine patrol operation or official department investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (d) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (e) The officer shall attempt to verify an ALPR response through the Law Enforcement Data System (LEDS) before taking enforcement action that is based solely upon an ALPR alert.
- (f) No ALPR operator may access LEDS data unless otherwise authorized to do so.

459.4 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by ALPR are for the official use of the Medford Police Department and because such data may contain confidential LEDS information, it is not open to public

Medford Police Department

Medford PD Policy Manual

Automated License Plate Readers (ALPRs)

review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

The Administration Support Bureau Commander is responsible to ensure proper collection and retention of ALPR data, and for transferring ALPR data stored in department vehicles to the department server on a regular basis, not to exceed 90 days between transfers.

All ALPR data downloaded to the server should be stored for a minimum of 180 days and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action, or is subject to a lawful action to produce records. In such circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

459.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Medford Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Manager and processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile workstation and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- (e) ALPR system audits should be conducted on a regular basis.

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS

and

Josephine County Sheriff Office(JCSO)

regarding

THE DESIGNATION OF Josephine County Sheriff Office(JCSO) EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

1.	PAR Enfo	TIES. The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs rement (ICE) Homeland Security Investigations (HSI) and
2.	AUT autho	HORITY. Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also orized under the provisions ofORS 190.110
3.	coop	POSE. The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close eration and coordination between the two Parties. The Parties have therefore entered into this MOU to govern se of HSI designations by certain employees of
	is aut Within	uant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security thorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. In ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, ms officers are authorized to enforce the full range of federal offenses. However, in designating Customs ers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.
	There	e may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of
		to perform certain HSI duties. This MOU sets forth
	the a	greement and relationship between the Parties with respect to this determination.
	RESF	PONSIBILITIES.
	The F	arties agree as follows:
	HSI a	grees to:
	a.	Designate certain employees of
		Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
	b.	Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
	C.	Provide appropriate training in laws, policies, and procedures to each designated employee:

d.	Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
e.	Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).
	JCSO agrees:
a.	That only sworn law enforcement officers of
	who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
b.	That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
C.	To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
d.	That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
e	To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
f.	To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.
Both F	Parties agree:
a.	That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
b.	To schedule periodic meetings to review this MOU, as required.
Office	RTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs" (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the aband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

5.

6. POINTS OF CONTACT.

HSI Office: Seattle

Name: Robert Hammer

Title: Special Agent in Charge (SAC)

Address: 1000 2Nd Avenue

Seattle, WA 98104

Telephone Number: +1 (206) 442-1444

Fax Number: +1 (206) 442-2201

E-mail Address: robert.j.hammer@ice.dhs.gov

Josephine County Sheriff :

Name: Dave Daniel

Title: Sheriff

Address: 1901 NE F Street

Grants Pass, OR 97526

Telephone Number: +1 (541) 474-5123

Fax Number: N/A

E-mail Address: ddaniel@co.josephine.or.us

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.
- 9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.
- 10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party

APPROVED BY:

Robert J. Hammer

Name of HSI Official

Special Agent in Charge, Seattle

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Date: 03/12/2021

Dave Daniel

Name of JCSO 's Office

Sheriff

Title of JCSO 's Official

Name of JCSO 's Agency

Date: 4-14-21

From: **Bon Stewart** <bon.stewart@ashland.or.us>

Nathaniel Sickler <SickleNJ@jacksoncountyor.gov>; Chief Ryan Holley <chiefholley.buttefalls@gmail.com>; Dan Moulin <dan.moulin@ashland.or.us>;

Dave Daniel <ddaniel@co.josephine.or.us>; D Towe

<dtowe@jacksonvilleor.us>; David Pettersen <David.Pettersen@va.gov>;

David Rash <drash@rogueriverpolice.org>; Chief Bowker

<DBowker@pxpd.org>; 'DJ Graham' <DJ.Graham@cityofmedford.org>; Elzy,
Jess T <jelzy@osp.oregon.gov>; Hollie Pini <PiniHR@jacksoncountyor.gov>;

Chief of Talent <snook@cityoftalent.org>; 'Jim Hamilton'

<Jhamilton@cityofeaglepoint.org>; Jim Williams
<JWilliams@rogueriverpolice.org>; Joey Widlund
<Joey.A.Widlund@ice.dhs.gov>; Joshua Aldrich
<AldricJM@jacksoncountyor.gov>; Justin Ivens

<Justin.Ivens@cityofmedford.org>; Kevin Harris <kevin.harris@ecso911.com>;

Kiki Parker-Rose <ParkerKD@jacksoncountyor.gov>; Miguel Perez - FBI <maperez@fbi.gov>; Noah Slackman - ATF <noah.slackman@atf.gov>;

Patrick Green < GreenPP@jacksoncountyor.gov>; gibsonr2@sou.edu

<gibsonr2@sou.edu>; 'Scott Logue' <Scott.Logue@centralpointoregon.gov>;

Sue Watkins < WatkinSJ@jacksoncounty.org>; Tanalyn Pfeil

<PfeilTD@jacksoncountyor.gov>; Tighe O'Meara

<tighe.omeara@ashland.or.us>; 'Tim Doney' <Tim.Doney@ECSO911.com>; Tim Snaith <SnaithTJ@jacksoncountyor.gov>; Timothy.sundheim@usdoj.gov (Timothy.sundheim@usdoj.gov) <Timothy.sundheim@usdoj.gov>; Tira

Hubbard <HubbarTL@jacksoncountyor.gov>; 'Trevor C. Arnold'

<Trevor.Arnold@cityofmedford.org>; Warren Hensman

<whensman@grantspassoregon.gov>; William B.L. Brooks - FBI

<wbbrooks@fbi.gov>; William Morgan - ATF supervisor

<william.morgan@atf.gov>

Subject: Re: Test

Date: 24.11.2024 18:10:43 (+01:00)

You don't often get email from bon.stewart@ashland.or.us. Learn why this is important

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Got it, thanks!

To:

Bon Stewart Lieutenant

Icon

Description automaticall y generated

Ashland Police Department

1155 East Main St, Ashland, Oregon 97520 Desk 541-552-2141 | FAX 541-552-2154 Cell 541-326-1094 bon.stewart@ashland.or.us

Website Facebook

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From: Nathaniel Sickler < SickleNJ@jacksoncountyor.gov>

Sent: Friday, November 22, 2024 12:10 PM

To: Bon Stewart <bon.stewart@ashland.or.us>; Chief Ryan Holley <chiefholley.buttefalls@gmail.com>; Dan Moulin <dan.moulin@ashland.or.us>; Dave Daniel <ddaniel@co.josephine.or.us>; D Towe <dtowe@jacksonvilleor.us>; David Pettersen <David.Pettersen@va.gov>; David Rash <drash@rogueriverpolice.org>; Chief Bowker <DBowker@pxpd.org>; 'DJ Graham' <DJ.Graham@cityofmedford.org>; Elzy, Jess T <jelzy@osp.oregon.gov>; Hollie Pini <PiniHR@jacksoncountyor.gov>; Chief of Talent <snook@cityoftalent.org>; 'Jim Hamilton' <Jhamilton@cityofeaglepoint.org>; Jim Williams <JWilliams@rogueriverpolice.org>; Joey Widlund <Joey.A.Widlund@ice.dhs.gov>; Joshua Aldrich <AldricJM@jacksoncountyor.gov>; Justin Ivens <Justin.lvens@cityofmedford.org>; Kevin Harris <kevin.harris@ecso911.com>; Kiki Parker-Rose <ParkerKD@jacksoncountyor.gov>; Miguel Perez - FBI <maperez@fbi.gov>; Noah Slackman - ATF <noah.slackman@atf.gov>; Patrick Green < GreenPP@jacksoncountyor.gov>; gibsonr2@sou.edu <gibsonr2@sou.edu>; 'Scott Logue' <Scott.Logue@centralpointoregon.gov>; Sue Watkins <WatkinSJ@jacksoncounty.org>; Tanalyn Pfeil <PfeilTD@jacksoncountyor.gov>; Tighe O'Meara <tighe.omeara@ashland.or.us>; 'Tim Doney' <Tim.Doney@ECSO911.com>; Tim Snaith <SnaithTJ@jacksoncountyor.gov>; Timothy.sundheim@usdoj.gov (Timothy.sundheim@usdoj.gov) <Timothy.sundheim@usdoj.gov>; Tira Hubbard <HubbarTL@jacksoncountyor.gov>; 'Trevor C. Arnold'

<Trevor.Arnold@cityofmedford.org>; Warren Hensman <whensman@grantspassoregon.gov>; William B.L.

Brooks - FBI <wbbrooks@fbi.gov>; William Morgan - ATF supervisor <william.morgan@atf.gov>

[EXTERNAL SENDER]

Subject: Test

Sheriff Nathan Sickler

Jackson County Sheriff's Office 5179 Crater Lake Hwy Central Point, Or 97502 D# 541-770-8923 C# 541-499-8200

Serving our Community through values oriented Law Enforcement;

Character, Competence, Courage, Compassion

From: **Benitez, Dario** <dario.benitez@ice.dhs.gov>

To: Micaila Miguel <mmiguel@grantspassoregon.gov>

Subject: RE: SOCET TRACKING FORMS
Date: 12.09.2024 21:29:43 (+02:00)

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Hi Micaila.

That helped, thank you!

Dario

From: Micaila Miguel <mmiguel@grantspassoregon.gov>

Sent: Thursday, September 12, 2024 10:32 AM **To:** Benitez, Dario <dario.benitez@ice.dhs.gov>

Subject: RE: SOCET TRACKING FORMS

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Here are the associated Cybertip numbers to the Grants Pass Case number listed on the forms.

23-44359 - CT: 160864406

24-4093 — CT: 170459343 and 170421449

24-8494 - CT: 182201805 24-8496 - CT: 163283712 24-28527 - CT: 196942554 23-48428 - CT: 171694085 23-48430 - CT: 174853749

24-16765 – CT: No Cybertip citizen initiated.

153297120

Micaila Miguel |Detective Grants Pass Police Department 726 NE 7th Street

Grants Pass, OR 97526 Desk: 541-450-6342

Agency: (541)450-6260 |Fax: (541) 476-8527 Email: mmiguel@grantspassoregon.gov Web: http://www.grantspassoregon.gov



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contents must not be revealed to anyone other than law enforcement. Dissemination to another agency without prior approval is prohibited.

From: Benitez, Dario < dario.benitez@ice.dhs.gov>
Sent: Thursday, September 12, 2024 8:53 AM

To: Micaila Miguel < mmiguel@grantspassoregon.gov >

Subject: RE: SOCET TRACKING FORMS

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

We have a Stats Tracker that I manage, which includes CT's, Citizen Complaints, etc. Trust me, we gets lots of CyberTips!

I just need to know what CyberTip each of those cases are related to. You can just include the CT in the Comments section going forward. As for these, just can just list them out here in an email and I'll update the forms. Yes, I save those, too lol

Otherwise, the forms look great!

Thanks,

Dario

From: Micaila Miguel < mmiguel@grantspassoregon.gov >

Sent: Thursday, September 12, 2024 7:12 AM **To:** Benitez, Dario < <u>dario.benitez@ice.dhs.gov</u>>

Subject: RE: SOCET TRACKING FORMS

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Sorry yesterday got really busy around here. I can clarify the Cybertip numbers in relation to some of the cases. I was also told to include citizen-initiated complaints such as cases that do not generate NCMEC tips. Did I misunderstand and fill out unnecessary forms?

Micaila Miguel |Detective Grants Pass Police Department 726 NE 7th Street Grants Pass. OR 97526

Grants Pass, OR 97526 Desk: 541-450-6342

Agency: (541)450-6260 |Fax: (541) 476-8527 Email: mmiguel@grantspassoregon.gov Web: http://www.grantspassoregon.gov



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From: Benitez, Dario < dario.benitez@ice.dhs.gov Sent: Wednesday, September 11, 2024 9:26 AM

To: Micaila Miguel mmiguel@grantspassoregon.gov>

Subject: RE: SOCET TRACKING FORMS

You don't often get email from dario.benitez@ice.dhs.gov. Learn why this is important

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

I wanted to reach out and ask if you had a few moments after this morning's SOCET meeting to go over these Case Forms.. I just need the CyberTip number for each one so I can input the stats. I was trying to cross-reference, but I'm having a difficult time; looks like you inherited most of these FY23 cases from another Investigator..

Thanks,

Dario Benitez Criminal Analyst Homeland Security Investigations (HSI) 3715 International Way Medford, OR 97504 Desk Tel: (541) 776-3657

Desk Tel: (541) 776-3657 Cell: (541) 200-4501



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From: Steven Bohn < BohnSG@jacksoncountyor.gov >

Sent: Tuesday, September 10, 2024 2:24 PM **To:** Benitez, Dario < <u>dario.benitez@ice.dhs.gov</u> >

Subject: FW: SOCET TRACKING FORMS

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Dario,

I didn't read them but GPPD closed out these cases.

Steve

From: Micaila Miguel <mmiguel@grantspassoregon.gov>

Sent: Thursday, September 5, 2024 3:42 PM

To: Steven Bohn < BohnSG@jacksoncountyor.gov>

Subject: EXT: SOCET TRACKING FORMS

Here are some of the tracking forms for cases completed in 2024. I have several cases from 2023 that forms were never completed for. Let me know if you need any of those.

Going forward I will start submitting cases as I close them. Thank you

Micaila Miguel |Detective Grants Pass Police Department 726 NE 7th Street

Grants Pass, OR 97526 Desk: 541-450-6342

Agency: (541)450-6260 |Fax: (541) 476-8527 Email: mmiguel@grantspassoregon.gov Web: http://www.grantspassoregon.gov



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*** DISCLOSURE: Messages to and from this E-mail address may be subject to Oregon Public Records Law. ***

From: **Derek Bowker** <DBowker@pxpd.org>

Nathaniel Sickler <SickleNJ@jacksoncountyor.gov>;

bon.stewart@ashland.or.us <bon.stewart@ashland.or.us>; Chief Ryan

Holley <chiefholley.buttefalls@gmail.com>; Dan Moulin

<dan.moulin@ashland.or.us>; Dave Daniel <ddaniel@co.josephine.or.us>;

Dave Towe <dtowe@jacksonvilleor.us>; David Pettersen

<David.Pettersen@va.gov>; David Rash <drash@rogueriverpolice.org>; 'DJ

Graham' <DJ.Graham@cityofmedford.org>; Elzy, Jess T

<jelzy@osp.oregon.gov>; Hollie Pini <PiniHR@jacksoncountyor.gov>; Jennifer

Snook <snook@cityoftalent.org>; 'Jim Hamilton' <Jhamilton@cityofeaglepoint.org>; Jim Williams <JWilliams@rogueriverpolice.org>; Joey Widlund <Joey.A.Widlund@ice.dhs.gov>; Joshua Aldrich <AldricJM@jacksoncountyor.gov>; Justin Ivens

<Justin.Ivens@cityofmedford.org>; Kevin Harris <kevin.harris@ecso911.com>;

Kiki Parker-Rose <ParkerKD@jacksoncountyor.gov>; **Miguel Perez - FBI** <maperez@fbi.gov>; **Noah Slackman - ATF** <noah.slackman@atf.gov>;

Patrick Green < GreenPP@jacksoncountyor.gov>; Robert Gibson (gibsonr2@sou.edu) < gibsonr2@sou.edu>; 'Scott Loque'

<Scott.Logue@centralpointoregon.gov>; Sue Watkins

<WatkinSJ@jacksoncounty.org>; Tanalyn Pfeil

<PfeilTD@jacksoncountyor.gov>; Tighe O Meara <omearat@ashland.or.us>;

'Tim Doney' <Tim.Doney@ECSO911.com>; Tim Snaith

<SnaithTJ@jacksoncountyor.gov>; Timothy.sundheim@usdoj.gov
(Timothy.sundheim@usdoj.gov) <Timothy.sundheim@usdoj.gov>; Tira

Hubbard <HubbarTL@jacksoncountyor.gov>; 'Trevor C. Arnold'

<Trevor.Arnold@cityofmedford.org>; Warren Hensman

<whensman@grantspassoregon.gov>; William B.L. Brooks - FBI

<wbbrooks@fbi.gov>; William Morgan - ATF supervisor

<william.morgan@atf.gov>

Subject: RE: Test

Date: 25.11.2024 15:37:10 (+01:00)

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Got it. thanks!

From: Nathaniel Sickler < SickleNJ@jacksoncountyor.gov>

Sent: Friday, November 22, 2024 12:11 PM

To: bon.stewart@ashland.or.us; Chief Ryan Holley <chiefholley.buttefalls@gmail.com>; Dan Moulin

<dan.moulin@ashland.or.us>; Dave Daniel <ddaniel@co.josephine.or.us>; Dave Towe

<dtowe@jacksonvilleor.us>; David Pettersen <David.Pettersen@va.gov>; David Rash

<drash@rogueriverpolice.org>; Derek Bowker <DBowker@pxpd.org>; 'DJ Graham'

<DJ.Graham@cityofmedford.org>; Elzy, Jess T <jelzy@osp.oregon.gov>; Hollie Pini

<PiniHR@jacksoncountyor.gov>; Jennifer Snook <snook@cityoftalent.org>; 'Jim Hamilton'

<Jhamilton@cityofeaglepoint.org>; Jim Williams <JWilliams@rogueriverpolice.org>; Joey Widlund

<Joey.A.Widlund@ice.dhs.gov>; Joshua Aldrich <AldricJM@jacksoncountyor.gov>; Justin Ivens

<Justin.lvens@cityofmedford.org>; Kevin Harris <kevin.harris@ecso911.com>; Kiki Parker-Rose

<ParkerKD@jacksoncountyor.gov>; Miguel Perez - FBI <maperez@fbi.gov>; Noah Slackman - ATF

<noah.slackman@atf.gov>; Patrick Green <GreenPP@jacksoncountyor.gov>; Robert Gibson

(gibsonr2@sou.edu) <gibsonr2@sou.edu>; 'Scott Logue' <Scott.Logue@centralpointoregon.gov>; Sue

Watkins < WatkinSJ@jacksoncounty.org>; Tanalyn Pfeil < PfeilTD@jacksoncountyor.gov>; Tighe O Meara

<omearat@ashland.or.us>; 'Tim Doney' <Tim.Doney@ECSO911.com>; Tim Snaith

<SnaithTJ@jacksoncountyor.gov>; Timothy.sundheim@usdoj. gov (Timothy.sundheim@usdoj.gov)

<Timothy.sundheim@usdoj.gov>; Tira Hubbard <HubbarTL@jacksoncountyor.gov>; 'Trevor C. Arnold'

<Trevor.Arnold@cityofmedford.org>; Warren Hensman <whensman@grantspassoregon.gov>; William B.L.

Brooks - FBI <wbbrooks@fbi.gov>; William Morgan - ATF supervisor <william.morgan@atf.gov>

Subject: Test

To:

Sheriff Nathan Sickler

Jackson County Sheriff's Office 5179 Crater Lake Hwy Central Point, Or 97502 D# 541-770-8923 C# 541-499-8200

Serving our Community through values oriented Law Enforcement;

Character, Competence, Courage, Compassion

```
From:
                   David Rash <drash@rogueriverpolice.org>
To:
                   KEVIN WALRUFF < kwalruff2@wsin.riss.net>; Adam Juhnke
                   <ajuhnke@bendoregon.gov>; ALBRECHT, JENNEFER
                   <albr/>LBRECJM@JACKSONCOUNTY.ORG>; Anderson, Colleen
                   <colleen.anderson@ci.irs.gov>; Andrew Derschon
                    <aderschon@co.marion.or.us>; Bob Webb <bwebb@cityofbandon.org>; Boice,
                   Brandon L <br/>boice@osp.oregon.gov>; brent.sitowski@state.or.us
                   <brent.sitowski@state.or.us>; BRODERICK, DAVE <dbrod@lincolncity.org>;
                   Cade Macinnes <cmacinnes@cityofturner.org>; Cal Mitts
                    <cmitts@northbendpd.org>; Cam.STRAHM@dpsst.oregon.gov
                    <Cam.STRAHM@dpsst.oregon.gov>; Captain Sean Sanborn
                    <ssanborn@co.coos.or.us>; Chad Davis (chadd@deschutes.org)
                   <chadd@deschutes.org>; Chief Chris CHAPANAR
                   <CCHAPANAR@COOSBAY.ORG>; Chief Jason Ogden <JOGDEN@CI.SWEET-
                   HOME.OR.US>; Chief Scott Robinson <s.robinson@myrtlepointpolice.com>;
                   Chief Tim West <twest@cityofgervais.com>; Chief Todd Rich
                   <Todd.Rich@blackbuttepolice.org>; Chris Nelson <NELSONC@KEIZER.ORG>;
                   christopher.g.karabinas@ice.dhs.gov
                   <christopher.g.karabinas@ice.dhs.gov>; Clinton Wells
                   <cli>clinton.wells@us.af.mil>; COLLINS, BRYCE <Bryce.Collins@usdoj.gov>; Cpt.
                   Todd Engstrom <tengstrom@silverton.or.us>; czupan@klamathfalls.city
                   <czupan@klamathfalls.city>; Damian Flowers <dflowers@aumsville.us>;
                   Daniel Duncan <DANIEL.DUNCAN@CORVALLISOREGON.GOV>; Darren
                   Buchholz (DARREN.BUCHHOLZ@DALLASOR.GOV)
                   <DARREN.BUCHHOLZ@DALLASOR.GOV>; Dave Chambers
                   <david.chambers@osp.oregon.gov>; Dave Pettersen
                   (david.pettersen@va.gov) <david.pettersen@va.gov>; David Gurski
                    <DAVID.GURSKI@CI.PHILOMATH.OR.US>; David Snippen
                    <dsnippen@linnsheriff.org>; DC Eric Markell <emarkell@jcpolice.org>; Don
                   Parise <dparise@cityofhubbard.org>; emmcarth@co.douglas.or.us
                    <emmcarth@co.douglas.or.us>; Eric Beckwith
                    <ERIC.BECKWITH@CI.REDMOND.OR.US>; Erin Reed
                    <ereed@rogueriverpolice.org>; Gregg Wheat <gwheat@klamathcounty.org>;
                   Gwen Johns <gjohns@staytonoregon.gov>; Hensley, Joel
                   <HensleyJ@co.curry.or.us>; Jaimi Glass <jaimi.glass@co.benton.or.us>; Jason
                   Malloy © <J.Malloy@newportpolice.net>; Jason Weiss <jdweiss@ice.dhs.gov>;
                   Jennifer Roberts co.marion.or.us>; Jennifer Snook
                   <snook@cityoftalent.org>; Jennifer Wilson <jennifer.wilson@atf.gov>;
                   john.mandrafina@ic.fbi.gov < john.mandrafina@ic.fbi.gov >; Jonathan P.
                   Brewster < jpbrewster@ci.myrtle-creek.or.us>;
                   joshua.reimer@cityofmedford.org <joshua.reimer@cityofmedford.org>;
                   Kelby McCrae <mccraek@brookings.or.us>; Kelly Bean
                   <klbean@co.douglas.or.us>; Kendall Goodman
                   <kgoodman@cityofroseburg.org>; Kerry Curtis
                    <kerry.curtis@cityofmedford.org>; Kurt Sorenson
                    < K.SORENSON@CI.SUTHERLIN.OR.US>; LERICHE, STEVEN
                    <steven.leriche@co.jefferson.or.us>; Lt Clay Core
                    <CLAYTON.CORE@OSP.OREGON.GOV>; Lt Jeffrey Price <jprice@pxpd.org>;
                   Lt. Bill Elliott <Bill.Elliott@crookcountysheriff.org>; Lt. Doug Shugart
                    <doug.shugart@OSP.OREGON.GOV>; Lt. Evan Sether
                    <Evan.Sether@osp.oregon.gov>; Lt. Haley McQuillan
                    <Haley.mcquillan@osp.oregon.gov>; Lt. Jeff Lewis
                   <Jeffrey.lewis@osp.oregon.gov>; Lt. Juston Alexander
                    <juston.alexander@cityofalbany.net>; Lt. Karl Vernter
                   <kvertner@co.lincoln.or.us>; Lt. Mike Landolt <mlandolt@bendoregon.gov>;
                   Lt. Tyler Bechtel <TYLER.BECHTEL@OSP.OREGON.GOV>; McPherson, Mikal
                   <mikalmcpherson@ci.oakridge.or.us>; MIHATA, KEAN
                   <Kean mihata@nps.gov>; Mike Pace <301@CITYOFTOLEDO.ORG>; Mike
                   Vorberg <MVorberg@grantspassoregon.gov>; MONROE, TIFFANY
                    <TMONROE@SPRINGFIELD-OR.GOV>; PILCHER, MARTIN
                   <MARTY.PILCHER@CI.WOODBURN.OR.US>; PITCHER, JOHN
                   <JOHN.PITCHER@CI.FLORENCE.OR.US>; Rich Austria
                   <Richard.Austria@doj.state.or.us>; Roberto Robles
                   <roberto.robles@state.or.us>; SA David Wentworth
                    <david.p.wentworth@usdoj.gov>; SA Tyler Downing <tdowning@fbi.gov>;
                   SARTI, BRANDON <br/>
<br/>
bsarti@winstonpd.com>; scott.jones@ssa.gov
                   <scott.jones@ssa.gov>; Sean Cummings <sean.x.cummings@usdoj.gov>; Sgt.
                   Jason Ball <ball.jason@co.polk.or.us>; Sgt. Marvin Combs
```

<marvin.combs@lanecountyor.gov>; Sgt. STRACK, MICHAEL

<mstrack@ci.monmouth.or.us>; Sgt. Tino Banuelos

<banuelos.juventino@ci.independence.or.us>; Shane Wilson

<swilson@prinevillepd.org>; Sheriff Mike Smith <msmith@co.wheeler.or.us>;

Stephen Lopez <stephen.lopez@sunriverpd.org>; Steve Webb

<swebb@ci.madras.or.us>; Tammy Case

<TAMARA.CASE@COWCREEKPOLICE.COM>; Tighe O'Meara

<tighe.omeara@ashland.or.us>; Tim Schwartz <tim.schwartz@state.or.us>;

Tim Sundheim <timothy.sundheim@usdoj.gov>; Tobia Cochran

<tcochran@cityofcoquille.org>; Travis Snyder

(tsnyder@josephinecounty.gov) <tsnyder@josephinecounty.gov>; ttrahan@ci.lebanon.or.us <ttrahan@ci.lebanon.or.us>; Tyler Anderson <tanderson@jcso.law>; Vince Dawson <VDawson@cityofsalem.net>; wcutshall@cityofreedsport.org <wcutshall@cityofreedsport.org>; WHITMORE, GAIL <gwhitmore@goldbeachoregon.gov>; Wiliam Behan

<wbeha@co.lake.or.us>

Subject: RE: Merry Christmas from WSIN Date: 24.12.2024 17:00:41 (+01:00)

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Merry Christmas Kevin!

David J. Rash
Chief of Police
Rogue River Police Department
133 Broadway St
Rogue River, Or 97537
(541)582-4931
FBINA #246
SPI AOC #121

From: KEVIN WALRUFF < kwalruff2@wsin.riss.net>

Sent: Tuesday, December 24, 2024 6:04 AM

To: Adam Juhnke <ajuhnke@bendoregon.gov>; ALBRECHT, JENNEFER

<a href="mailto: <a href="

shaira @asa aragan gaya bront sitayuki @atata ar ya DDDDDLK DN/E dhrad @linaalasity aray Cad

<bboice@osp.oregon.gov>; brent.sitowski@state.or.us; BRODERICK, DAVE <dbrod@lincolncity.org>; Cade

Macinnes <cmacinnes@cityofturner.org>; Cal Mitts <cmitts@northbendpd.org>;

Cam.STRAHM@dpsst.oregon.gov; Captain Sean Sanborn <ssanborn@co.coos.or.us>; Chad Davis

(chadd@deschutes.org) < chadd@deschutes.org>; Chief Chris CHAPANAR < CCHAPANAR@COOSBAY.ORG>;

Chief Jason Ogden < JOGDEN@CI.SWEET-HOME.OR.US>; Chief Scott Robinson

<s.robinson@myrtlepointpolice.com>; Chief Tim West <twest@cityofgervais.com>; Chief Todd Rich

<Todd.Rich@blackbuttepolice.org>; Chris Nelson <NELSONC@KEIZER.ORG>;

christopher.g.karabinas@ice.dhs.gov; Clinton Wells <clinton.wells@us.af.mil>; COLLINS, BRYCE

<Bryce.Collins@usdoj.gov>; Cpt. Todd Engstrom <tengstrom@silverton.or.us>; czupan@klamathfalls.city;

Damian Flowers <dflowers@aumsville.us>; Daniel Duncan <DANIEL.DUNCAN@CORVALLISOREGON.GOV>;

Darren Buchholz (DARREN.BUCHHOLZ@DALLASOR.GOV) < DARREN.BUCHHOLZ@DALLASOR.GOV>; Dave

Chambers <david.chambers@osp.oregon.gov>; Dave Pettersen (david.pettersen@va.gov)

<david.pettersen@va.gov>; David Rash <drash@rogueriverpolice.org>; David Gurski

<DAVID.GURSKI@CI.PHILOMATH.OR.US>; David Snippen <dsnippen@linnsheriff.org>; DC Eric Markell

<emarkell@jcpolice.org>; Don Parise <dparise@cityofhubbard.org>; emmcarth@co.douglas.or.us; Eric

Beckwith <ERIC.BECKWITH@CI.REDMOND.OR.US>; Erin Reed <ereed@rogueriverpolice.org>; Gregg Wheat

<gwheat@klamathcounty.org>; Gwen Johns <gjohns@staytonoregon.gov>; Hensley, Joel

<HensleyJ@co.curry.or.us>; Jaimi Glass <jaimi.glass@co.benton.or.us>; Jason Malloy ©

<J.Malloy@newportpolice.net>; Jason Weiss <jdweiss@ice.dhs.gov>; Jennifer Roberts

<jroberts@co.marion.or.us>; Jennifer Snook <snook@cityoftalent.org>; Jennifer Wilson <jennifer.wilson@atf.gov>; john.mandrafina@ic.fbi.gov; Jonathan P. Brewster <jpbrewster@ci.myrtle-</p> creek.or.us>; joshua.reimer@cityofmedford.org; Kelby McCrae <mccraek@brookings.or.us>; Kelly Bean <klbean@co.douglas.or.us>; Kendall Goodman <kgoodman@cityofroseburg.org>; Kerry Curtis <kerry.curtis@cityofmedford.org>; Kurt Sorenson <K.SORENSON@CI.SUTHERLIN.OR.US>; LERICHE, STEVEN <steven.leriche@co.jefferson.or.us>; Lt Clay Core <CLAYTON.CORE@OSP.OREGON.GOV>; Lt Jeffrey Price <jprice@pxpd.org>; Lt. Bill Elliott <Bill.Elliott@crookcountysheriff.org>; Lt. Doug Shugart <doug.shugart@OSP.OREGON.GOV>; Lt. Evan Sether <Evan.Sether@osp.oregon.gov>; Lt. Haley McQuillan <Haley.mcquillan@osp.oregon.gov>; Lt. Jeff Lewis <Jeffrey.lewis@osp.oregon.gov>; Lt. Juston Alexander <juston.alexander@cityofalbany.net>; Lt. Karl Vernter <kvertner@co.lincoln.or.us>; Lt. Mike Landolt <mlandolt@bendoregon.gov>; Lt. Tyler Bechtel <TYLER.BECHTEL@OSP.OREGON.GOV>; McPherson, Mikal <mikalmcpherson@ci.oakridge.or.us>; MIHATA, KEAN <Kean_mihata@nps.gov>; Mike Pace <301@CITYOFTOLEDO.ORG>; Mike Vorberg <MVorberg@grantspassoregon.gov>; MONROE, TIFFANY <TMONROE@SPRINGFIELD-OR.GOV>; PILCHER, MARTIN <MARTY.PILCHER@CI.WOODBURN.OR.US>; PITCHER, JOHN <JOHN.PITCHER@CI.FLORENCE.OR.US>; Rich Austria <Richard.Austria@doj.state.or.us>; Roberto Robles <roberto.robles@state.or.us>; SA David Wentworth <david.p.wentworth@usdoj.gov>; SA Sean Cummings <sean.x.cummings@usdoj.gov>; Sgt. Jason Ball <ball.jason@co.polk.or.us>; Sgt. Marvin Combs <marvin.combs@lanecountyor.gov>; Sgt. STRACK, MICHAEL <mstrack@ci.monmouth.or.us>; Sgt. Tino Banuelos <banuelos.juventino@ci.independence.or.us>; Shane Wilson <swilson@prinevillepd.org>; Sheriff Mike Smith <msmith@co.wheeler.or.us>; Stephen Lopez <stephen.lopez@sunriverpd.org>; Steve Webb <swebb@ci.madras.or.us>; Tammy Case <TAMARA.CASE@COWCREEKPOLICE.COM>; Tighe O'Meara <tighe.omeara@ashland.or.us>; Tim Schwartz <tim.schwartz@state.or.us>; Tim Sundheim <timothy.sundheim@usdoj.gov>; Tobia Cochran <tcochran@cityofcoquille.org>; Travis Snyder (tsnyder@josephinecounty.gov) <tsnyder@josephinecounty.gov>; ttrahan@ci.lebanon.or.us; Tyler Anderson <tanderson@jcso.law>; Vince Dawson <VDawson@cityofsalem.net>; wcutshall@cityofreedsport.org; WHITMORE, GAIL <gwhitmore@goldbeachoregon.gov>; Wiliam Behan <wbeha@co.lake.or.us>

Subject: Merry Christmas from WSIN



Thank you for the work you all do. You are making a difference.

I hope you have a Merry Christmas and very Happy New Year.





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```
From:
                   Kendra Tenney <KDURTSO@fbi.gov>
To:
                   kimberly.starr@alamancecountync.gov
                   <kimberly.starr@alamancecountync.gov>; mpailing@shafter.com
                   <mpailing@shafter.com>; megan.michael@burnsvillemn.gov
                   <megan.michael@burnsvillemn.gov>; csavage@pleasanthilliowa.org
                   <csavage@pleasanthilliowa.org>; alan.comer@townofbiscoe.gov
                   <alan.comer@townofbiscoe.gov>; svoorhees@newtonnc.gov
                   <svoorhees@newtonnc.gov>; rtolentino@littlerock.gov
                   <rtolentino@littlerock.gov>; RWOOD@CHESTERFIELD.MO.US
                   <RWOOD@CHESTERFIELD.MO.US>; hhumphrey@portorchardwa.gov
                   <hhumphrey@portorchardwa.gov>; bmokriski@doylestownpa.org
                   <bmokriski@doylestownpa.org>; msamora@ci.stanton.tx.us
                   <msamora@ci.stanton.tx.us>; dmccabe@roundrocktexas.gov
                   <dmccabe@roundrocktexas.gov>; rdraleau@manchesternh.gov
                   <rdraleau@manchesternh.gov>; daniel.g.ginger@ice.dhs.gov
                   <daniel.q.qinger@ice.dhs.gov>; C.booker@millingtontn.gov
                   <C.booker@millingtontn.gov>; Donald_Casale@csx.com
                   <Donald Casale@csx.com>; jlbrooks@madisonpd.org
                   <ilbrooks@madisonpd.org>; desiere.white@tigta.treas.gov
                   <desiere.white@tigta.treas.gov>; austin.dagenais@polkcountyiowa.gov
                   <austin.dagenais@polkcountyiowa.gov>; Ana.Rivera@usdoj.gov
                   <Ana.Rivera@usdoj.gov>; kdcarr1@olemiss.edu <kdcarr1@olemiss.edu>;
                   lcpearso@olemiss.edu <lcpearso@olemiss.edu>;
                   karla.swiggett@alamancecountync.gov
                   <karla.swiggett@alamancecountync.gov>; jlemoine@avoyelles911.org
                   <jlemoine@avoyelles911.org>; hfreston@cachesheriff.gov
                   <hfreston@cachesheriff.gov>; JAGUIRRE@MADISONCOUNTYTN.GOV
                   <JAGUIRRE@MADISONCOUNTYTN.GOV>; sawilmot@slmpd.org
                   <sawilmot@slmpd.org>; ben.olkowski@va.gov <ben.olkowski@va.gov>;
                   poneill@portsmouthri.gov <poneill@portsmouthri.gov>;
                   cgrunewald71@gmail.com <cgrunewald71@gmail.com>;
                   jmogollon@westonpolice.com <jmogollon@westonpolice.com>;
                   joanna.piro@hsi.dhs.gov < joanna.piro@hsi.dhs.gov > ;
                   carly.johnson@fairfaxcounty.gov <carly.johnson@fairfaxcounty.gov>;
                   jaimee.donahue@woodburymn.gov < jaimee.donahue@woodburymn.gov>;
                   thomas.d.nunn.civ@mail.mil <thomas.d.nunn.civ@mail.mil>;
                   slballi@utmb.edu <slballi@utmb.edu>; sejohnson@cityofjohnston.com
                   <seiohnson@cityofjohnston.com>; I7094b@lvmpd.com <17094b@lvmpd.com>;
                   justin.s.geer@uscis.dhs.gov <justin.s.geer@uscis.dhs.gov>;
                   Dave.Mai@PortArthurTx.Gov < Dave.Mai@PortArthurTx.Gov>;
                   cwjjohn@sbcglobal.net <cwjjohn@sbcglobal.net>;
                   mayra_mathis@roundrockisd.org < mayra_mathis@roundrockisd.org >;
                   knguyen18@mccneb.edu <knguyen18@mccneb.edu>;
                   bdparker@camdensheriff.org <bdparker@camdensheriff.org>;
                   aamcneal@avoyelles911.org <aamcneal@avoyelles911.org>;
                   bdennard4@att.net <bdennard4@att.net>; djensen@plattecounty.ne.gov
                   <djensen@plattecounty.ne.gov>; Doris.McCrimmon@ci.irs.gov
                   <Doris.McCrimmon@ci.irs.gov>; Iksoccer09@gmail.com
                   <lksoccer09@gmail.com>; jose.e.martinez@cbp.dhs.gov
                   <jose.e.martinez@cbp.dhs.gov>; mcso@alliancecom.net
                   <mcso@alliancecom.net>; Prudence Brasher-Fennimore
                   <PGBRASHER@fbi.gov>; Annaiza Castellanos <ACASTELLANOS@fbi.gov>;
                   42997@lapd.online <42997@lapd.online>;
                   haleigh.rees@polkcountyiowa.gov <haleigh.rees@polkcountyiowa.gov>;
                   carl.haan@polkcountyiowa.gov <carl.haan@polkcountyiowa.gov>;
                   JOHN.POHLMAN@POLKCOUNTYIOWA.GOV
                   <JOHN.POHLMAN@POLKCOUNTYIOWA.GOV>; jlove@cityofjohnston.com
                   <ilove@cityofjohnston.com>; tholtry@cityofjohnston.com
                   <tholtry@cityofjohnston.com>; dkintol@dps.gov.mp <dkintol@dps.gov.mp>;
                   nsellers@camphillpolice.org <nsellers@camphillpolice.org>;
                   jbrueggeman@perkinscounty.ne.gov < jbrueggeman@perkinscounty.ne.gov >;
                   arthur.mier@mbc.ca.gov < arthur.mier@mbc.ca.gov >;
                   natasha.d.williams@hsi.dhs.gov <natasha.d.williams@hsi.dhs.gov>;
                   Carrington.Schneider@atf.gov < Carrington.Schneider@atf.gov >;
                   Kevin.lombard@la.gov < Kevin.lombard@la.gov >; tchattos@bbpolice.org
                   <tchattos@bbpolice.org>; kenneth.blue@tbi.tn.gov
```

<kenneth.blue@tbi.tn.gov>; dsmith@cityofjohnston.com
<dsmith@cityofjohnston.com>; GDUTTA@CI.ATHERTON.CA.US
<GDUTTA@CI.ATHERTON.CA.US>; ian.cory@polkcountyiowa.gov

```
<ian.cory@polkcountyiowa.gov>; bkonrad@altoonapd.com
<bkonrad@altoonapd.com>; jjensen@cityofjohnston.com
<jjensen@cityofjohnston.com>; cjohnson@grantspassoregon.gov
<cjohnson@grantspassoregon.gov>; DOUGLAS.BRIDGES@OIG.USDA.GOV
<DOUGLAS.BRIDGES@OIG.USDA.GOV>; ksinger@utah.gov
<ksinger@utah.gov>; rdavies@kildeerpolice.com
<rdavies@kildeerpolice.com>; jpdroz@mccneb.edu <jpdroz@mccneb.edu>;
GTacdol-Tiokasin@azdps.gov < GTacdol-Tiokasin@azdps.gov>;
Torey.D.Loftin@dea.gov < Torey.D.Loftin@dea.gov >;
sarah.e.falvey@cbp.dhs.gov <sarah.e.falvey@cbp.dhs.gov>;
carolyn.dewitt@fcic.texas.gov <carolyn.dewitt@fcic.texas.gov>;
robert.i.hernandez3788@gmail.com <robert.i.hernandez3788@gmail.com>;
gina.chestang@phila.gov < gina.chestang@phila.gov >;
jhedburg@ci.ramsey.mn.us < jhedburg@ci.ramsey.mn.us >;
krisa@utcourts.gov < krisa@utcourts.gov >; lori.richardson@co.kendall.tx.us
<lori.richardson@co.kendall.tx.us>; jose.antonio.rivera@ct.gov
<jose.antonio.rivera@ct.gov>; cchae@ociac.ca.gov <cchae@ociac.ca.gov>;
dstanley@mayodannc.org <dstanley@mayodannc.org>;
dparker@kearneymo.us <dparker@kearneymo.us>;
bsimpson@youngsvillenc.gov <bsimpson@youngsvillenc.gov>;
cbuzzell@town.northborough.ma.us <cbuzzell@town.northborough.ma.us>;
tferguson@townofjonesvillenc.com <tferguson@townofjonesvillenc.com>;
jtolentino@littlerock.gov <jtolentino@littlerock.gov>; Meafua.Babb@atf.gov
<Meafua.Babb@atf.gov>; srhodes@cityofblanchard.us
<srhodes@cityofblanchard.us>; tpate@ncsbi.gov <tpate@ncsbi.gov>;
bshelmadine@boxbuttecountyne.gov
<bshelmadine@boxbuttecountyne.gov>; rdannar@boxbuttecountyne.gov
<rdannar@boxbuttecountyne.gov>; psmith@rockinghamcountync.gov
<psmith@rockinghamcountync.gov>; jesica.owensby@state.co.us
<jesica.owensby@state.co.us>; haley.kestory@doj.ca.gov
<haley.kestory@doj.ca.gov>; rejones@orangecountync.gov
<rejones@orangecountync.gov>; mmcmillen@medfordpolice.com
<mmcmillen@medfordpolice.com>; jason.clise@maryland.gov
<jason.clise@maryland.gov>; bkarney@greenwoodmopd.com
<bkarney@greenwoodmopd.com>; rick.fisher@oic.wa.gov
<rick.fisher@oic.wa.gov>; sbailey@co.siskiyou.ca.us
<sbailey@co.siskiyou.ca.us>; chad.mccarty@dac.state.ok.us
<chad.mccarty@dac.state.ok.us>; alhill8@qtcc.edu <alhill8@gtcc.edu>;
hinnes@utah.gov < hinnes@utah.gov >; tairra.whitis@rdu.com
<tairra.whitis@rdu.com>; amanda.schulte@cityofls.net
<amanda.schulte@cityofls.net>; kimlancaster@cityofcherryville.com
<kimlancaster@cityofcherryville.com>; Tyler.J.Martin@dea.gov
<Tyler.J.Martin@dea.gov>; jlaventure@utah.gov <jlaventure@utah.gov>;
betty.alfonso-alvarez@greensboro-nc.gov <betty.alfonso-
alvarez@greensboro-nc.gov>; ddonahue@sslc.gov <ddonahue@sslc.gov>;
eric.follis@greensboro-nc.gov <eric.follis@greensboro-nc.gov>;
bryan.kale@mtholly.us <bryan.kale@mtholly.us>; alee@fppd.org
<alee@fppd.org>; millicent.belk@wake.gov <millicent.belk@wake.gov>;
kisagawa@burlingtonnc.gov < kisagawa@burlingtonnc.gov >;
Kimberly.Hipsher@atf.gov < Kimberly.Hipsher@atf.gov >;
kwilder@manchesternh.gov < kwilder@manchesternh.gov >;
Stephanie.galindo@co.crockett.tx.us < Stephanie.galindo@co.crockett.tx.us >;
mmoynihan@southkingstownri.gov < mmoynihan@southkingstownri.gov >;
wglazier@co.walker.tx.us <wglazier@co.walker.tx.us>;
windy.odaniel@alamance-nc.com < windy.odaniel@alamance-nc.com>;
atorres@claysheriff.com <atorres@claysheriff.com>;
cwhitman@franklincountync.gov <cwhitman@franklincountync.gov>;
florentinodm@state.gov < florentinodm@state.gov >;
JUSTINE.BUXTON@RANDOLPHCOUNTYNC.GOV
<JUSTINE.BUXTON@RANDOLPHCOUNTYNC.GOV>; jleifeld@cityofralston.com
<jleifeld@cityofralston.com>; dermot.quinn@pol.state.ma.us
<dermot.quinn@pol.state.ma.us>; Victoria.C.Kombouras@dea.gov
<Victoria.C.Kombouras@dea.gov>; sdavis@hickorync.gov
<sdavis@hickorync.gov>; ruchia.tillman@dac.nc.gov
<ruchia.tillman@dac.nc.gov>; mlaguirr@utmb.edu <mlaguirr@utmb.edu>;
christina.henderson@cobbcounty.org
<christina.henderson@cobbcounty.org>; imcmillan@ncsbi.gov
<imcmillan@ncsbi.gov>; Tjones6@echd.org <Tjones6@echd.org>;
wyoung@cityofsuperior.net < wyoung@cityofsuperior.net>;
jbaumann@salinecountyne.gov < jbaumann@salinecountyne.gov > ;
```

```
veronica.gilliard@doj.ca.gov <veronica.gilliard@doj.ca.gov>;
Jisvak@bop.gov < Jisvak@bop.gov>; drunge@cityofjohnston.com
<drunge@cityofjohnston.com>; tmcnair@cityofcollins.com
<tmcnair@cityofcollins.com>; snore@cityofjohnston.com
<snore@cityofjohnston.com>; rdraleau@gmail.com <rdraleau@gmail.com>;
kimberlywilhoit@fayettevillenc.gov <kimberlywilhoit@fayettevillenc.gov>;
Heather.Moreaux@la.gov < Heather.Moreaux@la.gov >;
tennis@zacharypd.org <tennis@zacharypd.org>; kadams@dps.state.ia.us
<kadams@dps.state.ia.us>; rdyer@dps.state.ia.us <rdyer@dps.state.ia.us>;
eriksmith@pa.gov <eriksmith@pa.gov>; chris.d.locke@tn.gov
<chris.d.locke@tn.gov>; douglas.clark3@va.gov <douglas.clark3@va.gov>;
tbergeron@bbpolice.org <tbergeron@bbpolice.org>;
spd_105@sandersvillega.org <spd_105@sandersvillega.org>;
jenkinscortravous@icloud.com <jenkinscortravous@icloud.com>;
cmoore@LafayetteLa.gov <cmoore@LafayetteLa.gov>; shelley.scott@la.gov
<shelley.scott@la.gov>; jmcfee@southsiouxcity.org
<jmcfee@southsiouxcity.org>; sfadorsen@cityofkirby.org
<sfadorsen@cityofkirby.org>; Hmnazzel@co.pg.md.us
<Hmnazzel@co.pg.md.us>; jason.sadler@polkcountyiowa.gov
<jason.sadler@polkcountyiowa.gov>; bbowersox@ankenyiowa.gov
<bbowersox@ankenyiowa.gov>; dkeeler@acton-ma.gov <dkeeler@acton-</pre>
ma.gov>; jmoore@cityofjohnston.com <jmoore@cityofjohnston.com>;
jwalker@darlingtonsheriff.org <jwalker@darlingtonsheriff.org>;
albrechtej@northplattene.gov <albrechtej@northplattene.gov>;
lisa.williams@sdcda.org <lisa.williams@sdcda.org>; phillip.holcomb@va.gov
<phillip.holcomb@va.gov>; erin.curtis@kbi.ks.gov <erin.curtis@kbi.ks.gov>;
richelle.mattson@kbi.ks.gov < richelle.mattson@kbi.ks.gov >;
lthompson@hpdps.org < lthompson@hpdps.org>;
agonzalez@cityofmercedes.com <agonzalez@cityofmercedes.com>;
Jfowden@perquimanscountync.gov < Jfowden@perquimanscountync.gov >;
8018@murfreesborotn.gov <8018@murfreesborotn.gov>;
bree.piper1@va.gov <bree.piper1@va.gov>; btupa@cityofmelissa.com
<btupa@cityofmelissa.com>; emily.rodriguez@usss.dhs.gov
<emily.rodriguez@usss.dhs.gov>; cmcgillicuddy@hillsboropd.com
<cmcgillicuddy@hillsboropd.com>; donald.l.mcmillon.civ@army.mil
<donald.l.mcmillon.civ@army.mil>; wrsmth@dekalbcountyga.gov
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<tracyholman@jcch.net>; bzorn@utah.gov <bzorn@utah.gov>;
mmeranda@utah.gov <mmeranda@utah.gov>; sreynoso@utah.gov
<sreynoso@utah.gov>; shpd@snowhillnc.com <shpd@snowhillnc.com>;
daguilar@dart.org <daguilar@dart.org>; mbauer@norfolkne.gov
<mbauer@norfolkne.gov>; mike.watts@gastonianc.gov
<mike.watts@gastonianc.gov>; matthew.sletten@greensboro-nc.gov
<matthew.sletten@greensboro-nc.gov>; Ryan.Norgart@tsa.dhs.gov
<Ryan.Norgart@tsa.dhs.gov>; dadkins@newtonnc.gov
<dadkins@newtonnc.gov>; BOKELLEY@WHITECOUNTYGA.GOV
<BOKELLEY@WHITECOUNTYGA.GOV>; william.h.shockley@ice.dhs.gov
<william.h.shockley@ice.dhs.gov>; arozzelle@newtonnc.gov
<arozzelle@newtonnc.gov>; Ibatterman@cityofralston.com
<lbatterman@cityofralston.com>; daniel.vasquez@cn2.hctx.net
<daniel.vasquez@cn2.hctx.net>; jackyadams@agutah.gov
<jackyadams@agutah.gov>; christopher.r.hisel@ice.dhs.gov
<christopher.r.hisel@ice.dhs.gov>; cfhamilton@utah.gov
<cfhamilton@utah.gov>; eiavasile@utah.gov <eiavasile@utah.gov>;
bjacobson@blainemn.gov <br/> <br/> bjacobson@blainemn.gov>; jaaron@utah.gov
<jaaron@utah.gov>; rollingsg@midlandstech.edu
<rollingsg@midlandstech.edu>; vrobles@dart.org <vrobles@dart.org>;
sallwood@parkvillemo.gov <sallwood@parkvillemo.gov>;
brittneyb@utetribe.com <brittneyb@utetribe.com>;
stephanie.fisher@phoenix.gov <stephanie.fisher@phoenix.gov>;
bimitchell@lubbockcounty.gov <bimitchell@lubbockcounty.gov>;
pmoreno@cityofhutchins.org cityofhutchins.org>;
krystal.white@gastonianc.gov < krystal.white@gastonianc.gov >;
sstevens6@ncdot.gov <sstevens6@ncdot.gov>; ajones@woodstockga.gov
<ajones@woodstockga.gov>; jlindley@cityofhutchins.org
<jlindley@cityofhutchins.org>; salina.walker@oig.usda.gov
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<greg.orcutt@ncparks.gov>; Patricia.myers@rolesville.nc.gov
<Patricia.myers@rolesville.nc.gov>; bphillips@townofhawriver.com
<bphillips@townofhawriver.com>; Rice.Cox@KnightdaleNC.gov
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<Rice.Cox@KnightdaleNC.gov>;
KRISTIE.HARBISON@IREDELLCOUNTYNC.GOV
<KRISTIE.HARBISON@IREDELLCOUNTYNC.GOV>; MontgomeryWJ@state.gov
<MontgomeryWJ@state.gov>; mmaher@police.waltham.ma.us
<mmaher@police.waltham.ma.us>;
lindsay.chapman@rutherfordcountync.gov
lindsay.chapman@rutherfordcountync.gov>; marencojennifer21@yahoo.com
<marencojennifer21@yahoo.com>; rsummers@wilkescounty.net
<rsummers@wilkescounty.net>; david.l.brown70.civ@army.mil
<david.l.brown70.civ@army.mil>; jsmith@plymouthpolice.com
<jsmith@plymouthpolice.com>; screbassa@biloxi.ms.us
<screbassa@biloxi.ms.us>; jason.schiess@durhamnc.gov
<jason.schiess@durhamnc.gov>; Iperez@huntersville.org
clperez@huntersville.org>; kevin.r.george@cbp.dhs.gov
<kevin.r.george@cbp.dhs.gov>; elaine.gonzales@budatx.gov
<elaine.gonzales@budatx.gov>; tjones@bladenc.org <tjones@bladenc.org>;
kris.syvertsen@montgomerycountymd.gov
<kris.syvertsen@montgomerycountymd.gov>; jcopper@ncsbi.gov
<icopper@ncsbi.gov>; swhite@reverepolice.org <swhite@reverepolice.org>;
slmeeks017@my.pittcc.edu <slmeeks017@my.pittcc.edu>;
kksawyer@greenvillenc.gov < kksawyer@greenvillenc.gov >;
sculpepper@sealyisd.com <sculpepper@sealyisd.com>;
jmcginley@pleasantvalleymo.org <jmcginley@pleasantvalleymo.org>;
heather.carter@durhamnc.gov < heather.carter@durhamnc.gov >;
starlene.wolfe@iredellcountync.gov <starlene.wolfe@iredellcountync.gov>;
tnichols@rockinghamcountync.gov <tnichols@rockinghamcountync.gov>;
johnson_heidi@gcps.org <johnson_heidi@gcps.org>;
bvwaldroup@jacksonnc.org <bvwaldroup@jacksonnc.org>; jloya@dart.org
<iloya@dart.org>; vanessa.cardenas@tabc.texas.gov
<vanessa.cardenas@tabc.texas.gov>; julie.kappel@ks.gov
<julie.kappel@ks.gov>; lyn.lesage@la.gov <lyn.lesage@la.gov>;
shall@smyrnaga.gov <shall@smyrnaga.gov>; marsha.banks-
mccarther@dac.nc.gov <marsha.banks-mccarther@dac.nc.gov>;
wgilbert@carmel.in.gov <wgilbert@carmel.in.gov>;
emily.c.tait@lonestar.edu <emily.c.tait@lonestar.edu>;
kriffel@mtpleasantwi.gov < kriffel@mtpleasantwi.gov >;
nroberts@dps.state.ia.us <nroberts@dps.state.ia.us>; mscott1@utah.gov
<mscott1@utah.gov>; Susan.A.Lindsay@cbp.dhs.gov
<Susan.A.Lindsay@cbp.dhs.gov>; lisa.a.hoecker@cbp.dhs.gov
lisa.a.hoecker@cbp.dhs.gov>; David.Matthews3@va.gov
<David.Matthews3@va.gov>; diana.perdue@alea.gov
<diana.perdue@alea.gov>; coffman@dps.state.ia.us
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<cmmiller@dps.ohio.gov>; curtis.hafley@nashville.gov
<curtis.hafley@nashville.gov>; robert.sasso@risp.gov
<robert.sasso@risp.gov>; 701@SRPD.ORG <701@SRPD.ORG>;
miranda.liddle@gcpsk12.org <miranda.liddle@gcpsk12.org>;
claire.faul@co.isanti.mn.us <claire.faul@co.isanti.mn.us>;
diana.riley@maryland.gov <diana.riley@maryland.gov>;
zamurda@takomaparkmd.gov <zamurda@takomaparkmd.gov>; Kalyn Boley
<KDBOLEY@fbi.gov>; Stacy Drescher <sdrescher@fbi.gov>; David Eynon
<dteynon@fbi.gov>; Ryan Maness <RMANESS@fbi.gov>; Jennifer Romero
<jrromero@fbi.gov>
Kelli Dodd <KJDODD@fbi.gov>; Kayla Burnside <kdburnside@fbi.gov>;
N-DExTraining@fbi.gov < N-DExTraining@fbi.gov>
```

CC:

N-DEx System Search Webinar - All Users Subject:

Date: 10.01.2025 13:55:55 (+01:00)

You don't often get email from kdurtso@fbi.gov. Learn why this is important

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Thank you for registering for the N-DEx System Search webinar. Class will be held on 1/14/2025 from 1:30 p.m. to 3:00 p.m. Eastern Time.

<u>Please do not share or forward the links to anyone.</u> There will be a lobby the day of the class so we can monitor who is participating in the training, and there may be a delayed admittance into the meeting due to the vetting process.

Due to the size of these classes, we recommend logging in approximately 30 minutes early to avoid a wait time in the lobby. You MUST sign in with your <u>FIRST and LAST NAME</u> or <u>AGENCY</u> and NAME.

IMPORTANT if there are any widespread technical difficulties, we will e-mail the primary registrant with directions.

Directions for Joining N-DEx Trainings via Teams (for all attendees except FBI personnel) For our sessions, you **cannot** join via the Teams desktop icon (aka Teams app). You must use either the Microsoft Edge or Google Chrome browser. To Join:

- Click the link provided in the email invitation.
- When it prompts you Join, click **JOIN**.
- A new web page will open, where you'll see two choices: Download the Windows app AND Join on the web instead. Do not click the download link. Instead use <u>Join on</u> the web instead. You MUST use either the <u>Microsoft Edge</u> or <u>Google Chrome</u> browser for this to work.
- Next, your browser may ask if it's okay for Teams to use your mic and camera. You can approve, but you will not need either of these to view our webinar. Please do not use your camera when joining our sessions as it may interfere with the broadband and presentation.
- Next you should be prompted to enter your name and choose your audio and video settings.
 You do not need to use Teams credentials to log in. ENTER your <u>FIRST and LAST</u>
 NAME or AGENCY and NAME.
- This will bring you into the meeting lobby. We'll receive notification that you're there and one of our moderators in the meeting will admit you.

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From: **Jill M. Hatten** < Jill. Hatten@cityofmedford.org>

Amanda Billings <amanda.billings@ashland.or.us>; **Benitez, Dario** <Dario.Benitez@ice.dhs.gov>; **burrowjb@jacksoncounty.org** <burrowjb@jacksoncounty.org>; **cchavez@klamathfalls.city**

(cchavez@klamathfalls.city) <cchavez@klamathfalls.city>; Christina Johnson <CJohnson@grantspassoregon.gov>; 'Desiree Badizadegan'

<Desiree.Badizadegan@centralpointoregon.gov>;

dpeoples@josephinecounty.gov <dpeoples@josephinecounty.gov>; Elise
Brown (erbrown@co.douglas.or.us) <erbrown@co.douglas.or.us>; Emmily

To: L. Greb < Emmily. Greb@cityofmedford.org >; Heidi B. Wade

<Heidi.Wade@cityofmedford.org>; Jason Peel (jpeel@klamathfalls.city)
<jpeel@klamathfalls.city>; jessica.l.brumbaugh@associates.hsi.dhs.gov
<jessica.l.brumbaugh@associates.hsi.dhs.gov>; Johnna Richards-Watkins
(watkinjh@jacksoncountyor.gov) <watkinjh@jacksoncountyor.gov>;
kabarnes@co.douglas.or.us <kabarnes@co.douglas.or.us>; Kari A. Bone
<Kari.Bone@cityofmedford.org>; Ryan Thayer <rjthayer@co.douglas.or.us>;

Sarah Jagger < Jagger SM@jacksoncounty.org >

Subject: Southern Oregon Analyst Meeting Date: 31.12.2024 00:45:41 (+01:00)

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Just sending this out to get something on the calendar in Spring. We can change dates to fit schedules as it gets closer. Let me know if this date does not work for you and what other dates may work better. If you have a suggestion for a location, let me know.

Thank you

Jill

From: Nathaniel Sickler <SickleNJ@jacksoncountyor.gov>

bon.stewart@ashland.or.us <bon.stewart@ashland.or.us>; Chief Ryan

Holley <chiefholley.buttefalls@gmail.com>; Dan Moulin

<dan.moulin@ashland.or.us>; Dave Daniel <ddaniel@co.josephine.or.us>;

Dave Towe <dtowe@jacksonvilleor.us>; David Pettersen

<David.Pettersen@va.gov>; David Rash <drash@rogueriverpolice.org>; 'Derek

Bowker' <dbowker@pxpd.org>; 'DJ Graham'

<DJ.Graham@cityofmedford.org>; Elzy, Jess T <jelzy@osp.oregon.gov>; Hollie

Pini <PiniHR@jacksoncountyor.gov>; Jennifer Snook

<snook@cityoftalent.org>; 'Jim Hamilton' <Jhamilton@cityofeaglepoint.org>;

Jim Williams < JWilliams@roqueriverpolice.org>; Joey Widlund

<Joey.A.Widlund@ice.dhs.gov>; Joshua Aldrich <AldricJM@jacksoncountyor.gov>; **Justin Ivens**

<Justin.Ivens@cityofmedford.org>; Kevin Harris <kevin.harris@ecso911.com>; Kiki Parker-Rose < Parker KD@jacksoncountyor.gov>; Miguel Perez - FBI

<maperez@fbi.gov>; Noah Slackman - ATF <noah.slackman@atf.gov>;

Patrick Green < GreenPP@jacksoncountyor.gov >; Robert Gibson

(gibsonr2@sou.edu) < gibsonr2@sou.edu>; 'Scott Logue' <Scott.Loque@centralpointoregon.gov>; Sue Watkins

< WatkinSJ@jacksoncounty.org >; Tanalyn Pfeil

<PfeiITD@jacksoncountyor.gov>; Tighe O Meara <omearat@ashland.or.us>;

'Tim Doney' <Tim.Doney@ECSO911.com>; Tim Snaith

<SnaithTJ@jacksoncountyor.gov>; Timothy.sundheim@usdoj. gov (Timothy.sundheim@usdoj.gov) <Timothy.sundheim@usdoj.gov>; Tira

Hubbard <HubbarTL@jacksoncountyor.gov>; 'Trevor C. Arnold'

<Trevor.Arnold@cityofmedford.org>; Warren Hensman

<whensman@grantspassoregon.gov>; William B.L. Brooks - FBI

<wbbrooks@fbi.gov>; William Morgan - ATF supervisor

<william.morgan@atf.gov>

Subject:

To:

Date: 22.11.2024 20:10:40 (+01:00)

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sheriff Nathan Sickler

Jackson County Sheriff's Office 5179 Crater Lake Hwy Central Point, Or 97502 D# 541-770-8923 C# 541-499-8200

Serving our Community through values oriented Law Enforcement;

Character, Competence, Courage, Compassion

AGREEMENT

This Agreement is made and entered as of the 31 day of March, 2015, by and between Jackson County, Oregon (hereinafter "County"); BM2W, LLC (hereinafter "BM2W"); BM1W, LLC (hereinafter "BM1W"); and AmericanWest Bank, successor in interest to PremierWest Bank (hereinafter "Bank").

WITNESSETH

RECITALS:

- A. County entered into a Ground Lease (the "Master Ground Lease") dated July 6, 1994 with Ore-Cal Trade Corporation, an Oregon corporation ("Ore-Cal"). County also entered into to that certain Operating Agreement dated December 17, 1992 with Ore-Cal in connection with the Master Ground Lease.
- B. Thereafter, Ore-Cal Trade Corporation entered into a Sublease with Trade Containment Center, Inc., an Oregon corporation ("TCC") dated as of January 1, 1996, which was amended by an Amended Sublease dated as of January 1, 1998 (as amended the "Sublease") for the real property described in and generally depicted in Exhibit A hereto (the "Premises").
- C. TCC assigned, set over and transferred to BM2W all interest of sublessee in and to the Sublease pursuant to an Assignment of Amended Sublease dated February 9, 1998. A copy of such Assignment is attached hereto as Exhibit B.
- D. BM2W mortgaged its interests in the Premises and the improvements thereon, including but not limited to its leasehold interests under the Sublease, to Bank, pursuant to a Deed of Trust dated June 29, 2006, and recorded in the Jackson County Official Records as document number 2006-036231, as amended by a Modification of Deed of Trust dated February 15, 2008 and recorded in the Jackson County Official Records as document number 2008-006585 (as amended, the "Deed of Trust"), a copy of which is attached as Exhibit C.
- E. BM2W sub-subleased a portion of the Premises to BM1W, but BM1W is in default of its sub-sublease with BM2W because it has failed to pay rent.
- F. County and Ore-Cal entered into a Termination Agreement dated July 21, 2004, whereby (1) County and Ore-Cal terminated the Master Ground Lease and (2) County agreed to accept responsibility for Ore-Cal's obligations under the Sublease, thereby became BM2W's landlord under the Sublease. County maintains the termination of the Master Ground Lease had the effect of converting the term of the Sublease to a month-to-month basis. BM2W contends that the effect of the Termination agreement was to obligate County to perform Ore-Cal's responsibilities under the Sublease, including BM2W's right to quiet enjoyment of the Premises. The parties wish to resolve any such disputes and to clarify the

relationship between County, BM2W and the Bank all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- 1. The Sublease shall remain in full force and effect during the term thereof as if the Master Ground Lease between County and Ore-Cal had not been terminated. County confirms that it has the obligations of Ore-Cal under the Sublease from and after the date of the Termination Agreement, and BM2W agrees to attorn to County. County and BM2W agree that the Sublease is in full force and effect and agree to be bound by the terms thereof and that the same are the binding obligations of County and BM2W.
- 2. Bank has a lien on and security interest in and to BM2W's interest in the Premises, the improvements thereon and all personal property associated with the Premises pursuant to the Deed of Trust. All parties agree that in the event Bank enforces its rights under such security instruments, County agrees that such enforcement in and of itself shall not constitute a default under the Sublease. The acquisition of the leasehold interests under the Sublease by Bank or any other party requires the written consent of County, which consent shall not be unreasonably withheld, on such terms as to such persons and organizations as are acceptable to County. Notwithstanding the foregoing, nothing herein shall alleviate or relieve BM2W from its responsibilities under the obligations to County under the Sublease.
- 3. Bank will prepare a Memorandum of Lease to be executed and delivered by County and BM2W and recorded in the public records with respect to the Sublease, naming County as landlord and BM2W as tenant, including all rights of access to certain required common use areas that are described in the Master Ground Lease and verifying that the tenant under the Sublease has those rights of access according to the terms described in the Master Ground Lease.
- 4. County further agrees to enter into Non-Disturbance Agreement with Bank in the form attached hereto as Exhibit D.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date first above written.

	By: My ORDAN County Administrator "County"
	BM2W, LLC, an Oregon limited liability company
	By: MCM/ce(Its:Manager
	"BM2W"
	BM1W, LLC, an Oregon limited liability company
	By: Manager Its:Manager
	"BM1W"
	AmericanWest Bank, successor in interest to PremierWest Bank
	By: Its:Vice President
	"Bank"
Approved as to Legal Sufficiency: Teresa Campbel	

[Signature Page to Agreement]

Assistant County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date first above written.

Jackson County, Oregon

"County" BM2W, LLC, an Oregon limited liability company By:____ Its:Manager "BM2W" BM1W, LLC, an Oregon limited liability company By:____ Its:Manager "BM1W" AmericanWest Bank, successor in interest to PremierWest Bank "Bank"

EXHIBIT A Legal Description

Commencing at the South quarter corner of Section 7, Township 37 South, Range 1 West of the Willamettte Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a 5/8" iron pin monumenting the point of beginning of that Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 0°02'31" West, 632 57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the East... West centerline of said Section 7, thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said westerly line on the following courses:

Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which arc bears North 24°36'47" West 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West 786.58 feet; South 68°46'02" West 174.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.00 feet; thence South 68°46'02" West 148.00 feet; thence South 21°13'58" East 96.00 feet; thence North 68°46'02" East 148.00 feet; thence North 21°13'58" West 90.00 feet to the true point of beginning. Containing 14,208 square feet, more or less

EXHIBIT BAssignment of Amended Sublease

ASSIGNMENT OF AMENDED SUBLEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned Trade Containment Center, Inc., an Oregon corporation, hereinafter referred to as "Assignor" hereby assigns, sets over and transfers to BM2W, an Oregon Limited Liability Company, hereinafter referred to as "Assignee" all its right, title and interest in and to that certain Amended Sublease, dated January 1, 1998 between ORE-CAL Trade Corporation, an Oregon corporation, hereinafter referred to as ("Lessor") and Trade Containment Center, Inc., an Oregon corporation, hereinafter referred to as ("Lessee"), a copy of which Amended Sublease is attached hereto marked Exhibit "A" and by this reference incorporated herein.

Assignor has obtained the consent to this Assignment pursuant to Paragraph 24, Page 12 of the Amended Sublease and such consent to assignment is attached hereto marked Exhibit "B" and by this reference incorporated herein.

By signing below, the Assignee, BM2W, LLC, agrees to be bound by and to perform the terms of the Amended Sublease and agrees to indemnify Assignor from all liability and obligations under the terms of such Amended Sublease.

DATED this 9 day of February, 1998.

ASSIGNOR:

ASSIGNEE:

TRADE CONTAINMENT CENTER, INC. BM2W, LLC

By Self / Mil

Michael J. McCulloch,

President

By / Re

Michael J. McCulloch,

Manager

Maria C. McLaughlin

Manager

AMENDED SUBLEASE

THIS SUBLEASE entered into this 1st day of January, 1998, between ORE-CAL TRADE CORPORATION, an Oregon corporation, hereinafter referred to as "Lessor," and TRADE CONTAINMENT CENTER, INC., an Oregon corporation, hereinafter referred to as "Lessee."

RECITALS:

- A. Lessor has entered into a Ground Lease with Jackson County, Oregon ("County") dated July 6, 1992, pertaining to certain real property located in and around the Medford/Jackson County Airport, the terms and conditions of which are incorporated herein.
- B. Pursuant to the terms and conditions of said Ground Lease and an Operating Agreement between County and Lessor dated December 17, 1992, Lessor and Lessee have previously entered into a Sublease dated January 1, 1996 covering the property described therein.
- C. The parties now desire to amend said Sublease to include additional property, and to amend or clarify other issues with respect to the lease.
- D. Lessee is in the process of constructing Phase One of an INS building which, when fully completed, will comprise a total footprint of approximately 14,208 square feet. Phase One of the INS building consists of approximately one-half of the footprint of the final anticipated building. It is anticipated by the parties that Phase Two which will constitute the remainder of the building will be constructed within approximately five (5) years.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES. A legal description which provides a description of the land upon which the INS building is to be constructed is attached hereto as Exhibit "A". A location map showing the approximate location of the building and the surrounding parking is attached as Exhibit "B". A diagram of the general area surrounding the building and showing the approximate location of other buildings in the area is attached hereto as Exhibit "C". The term "premises" as used herein refers to the land under the INS building as described on Exhibit "A", and in addition the surrounding parking areas depicted on Exhibit "B", and described in more particularity in section 39 below.

- 2. <u>TERM</u>: This Amended Sublease shall commence on January 1, 1998, and shall terminate on November 30, 2022.
- 2.1 Additional Lease Terms: Provided that this Sublease has not otherwise been terminated, and provided further that Lessee is not then in default under this Sublease, Lessee shall have the right to renew this lease for one (1) additional term of 25 years, upon the same terms upon the same terms and conditions as are set forth herein, except that the rent for the renewal periodshall be the fair rental value of the Premises as agreed upon between the parties. In the event the parties are unable to agree upon the fair rental value for the renewal period, rent for that period shall be determined by arbitration pursuant to Section 28 herein.
- Notice of Renewal: Lessee's option to renew must be exercised, if at all, by a writing delivered to Lessor more than 180 days before the expiration of the initial term, notifying Lessor that Lessee is exercising its option to renew for the additional term, and stating Lessee's proposed rent for the renewal term. If the parties have not agreed upon rent for the renewal term prior to commencement of that term, Lessee shall continue to pay rent at the original rate until the matter is determined by arbitration. Within 30 days following the decision of the arbitrator, Lessee shall pay any additional rent established by arbitration for the renewal period. Arbitration shall be conducted according to the procedure set forth in Section 28 herein.
- 3. BASE RENT. Lessee agrees to pay to Lessor as base rent for the Premises during the first year of this Sublease the sum of sixteen & 7/10th (.167) cents per square foot per year, based upon a total square footage equal to three (3) times the footprint of the final anticipated building (14,208 square feet) or 42,624 square feet of total premises including a pro rata share of the common area. Base rent is payable annually in advance, on the first day of each year commencing with the first day of January, 1998. Base rent shall be subject to an annual CPI adjustment as provided in paragraph 4 below.
- 4. ADJUSTMENT IN RENTAL: There shall be an annual adjustment in the rent to be paid during each sublease year, commencing on January 1, 1999 and the first of each January thereafter during the term of this Sublease, including any

^{2 -} Amended Sublease

renewal terms. The adjustment in rent shall be calculated by adjusting the base rent for the coming year by the percentage of increase in the Consumer Price Index for the United States for the U. S. City Average for all urban consumers. The percentage increase of the CPI for the immediately past calendar year over that of the prior calendar year shall be the percentage of increase applied to the rent for the upcoming calendar year. By way of example if the 1997 CPI equalled 100, and the 1998 CPI equalled 105, there would be a five percent (5%) increase in the CPI, and the base rent for the 1999 calendar year would be increased by five percent (5%) over base rent for the 1998 calendar year.

property taxes and assessments levied or assessed against the Premises during the term of this Sublease, including Lessee's pro rata share of all common area parking spaces utilized by the TNS building. Lessee shall reimburse Lessor for such property taxes and assessments within ten (10) days of receiving written notice from the Lessor of the amount of such taxes and that Lessor has paid the same. Taxes for the initial year of the Sublease shall be prorated as of the commencement date. Taxes for the year in which the Sublease is terminated shall be prorated as of the date of termination. Lessee may amortize payment for any special assessments which may be levied against the property by reason of municipal improvements over the most extended period allowable by the municipal authority.

6. CONSTRUCTION OF THE PROJECT:

a. Phase One of the Project is already under construction and is anticipated to be completed by the end of March, 1998. This building is hereinafter referred to as the "Project", and includes any future alterations, additions, replacements or modifications constructed on the Premises during the term of this lease, and are collectively referred to in this lease as the "Improvements". The preliminary plans and specifications for the Project are attached as Exhibit "D" and incorporated herein by reference. Lessee has determined that the Project is feasible and has or will obtain all necessary government approvals, consultants reports, financing commitments, final plans and specifications, design and construction contracts, and any other approvals, loan and lease commitments, or contracts necessary for the completion of the project. The parties anticipate that a second phase of the Project will be built over the next five (5) years, and at the completion of Phase Two the Ins building will contain the entire footprint as described in Exhibit "A" will contain the warehouse Project. Lessor will cooperate with Lessee in conjunction with completion of Phase One and Phase Two of the Project,

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provided that Lessor shall not be required to pay any application fees or incur any other costs or liability in connection therewith.

- ъ. Lessee shall construct the Project in accordance with the final plans and specifications approved by Lessor, which approval shall not be unreasonably withheld or delayed. the event of any dispute regarding the design of the Project, the matter shall be arbitrated in accordance with the provisions of Section 28 of this lease. Excavation for the foundation of the Project shall commence at a time to be agreed upon between the parties. Lessee shall, subject to acts of God, strikes or any other reason beyond the reasonable control of Lessee, diligently prosecute the work to completion as agreed upon by the parties. The work shall be performed in accordance with all applicable laws, rules and regulations, including, without limitation, zoning, land use, environmental and safety laws, rules and regulations and in a good and professional manner. Lessor retains the right to inspect the work at reasonable intervals subject to the supervision of Lessee and in a manner that will minimize any interference with the work.
- c. Title to the Improvements shall be and remain in Lessee until the expiration of the term, unless this lease is terminated sooner as provided. Upon such expiration or sooner termination, title to the Improvements shall automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor.
- d. Lessee further agrees to construct the Project in strict accordance with Master Plan/Foreign Trade Zone Medford-Jackson County Airport, Medford, Oregon and Master Plan Design Standards specified from time to time by Lessor and participate in any architectural review process which may be required by Lessor.
- 7. <u>NO WASTE</u>: Lessee shall not do or suffer any waste or damage, disfigurement, or injury to the Fremises or the Improvements.
- 8. <u>LESSEE'S REPAIRS</u>: Lessee agrees to keep the foundation, structural portions, roof, electrical, plumbing and HVAC systems, glass and siding of all Improvements in good, clean, neat and safe condition and repair. Lessor shall be under no obligation to make any such repairs or to pay the costs thereof.
- 9. <u>UTILITIES AND PERSONAL PROPERTY TAXES</u>: Lessee agrees to pay for all water, gas, electricity, heat, sewer, trash collection and other services and utilities provided to the Premises. Lessee also agrees to pay as the same become due and payable all personal property taxes levied or assessed against the property belonging to Lessee, and Lessee agrees to keep the Premises free and clear of all liens and encumbrances.

10. USE OF PREMISES: Lessee agrees that:

- a. Lessee will conduct and operate on the Premises an office complex. Lessee will make no other use of the Premises without first obtaining the written consent of Lessor.
- b. Lessee will not make any unlawful or offensive use of the Premises.
- c. Lessee will not permit or allow the accumulation of litter or flammable material upon the Premises and will refrain from any other activity which would make it impossible to insure the Premises against casualty.
- d. Lessee shall refrain from storing on or discharging-from or onto the Premises any hazardous wastes or toxic substances as defined by any applicable federal, state or local law, ordinance or regulation, except as permitted by, and in strict conformance with, all laws and regulations applicable to the operation of Lessee's business on the Premises.
- e. Lessee shall perform no act in the conduct of Lessee's operations upon the Fremises or in Lessee's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials, or in violation of any federal laws or regulations concerning environmental matters or the regulation of Lessee's business on the Premises.
- f. Lessee will refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.
- q. Lessee will comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and submitted to Lessee in writing.

11. HOLD HARMLESS INDEMNIFICATION:

a. Lessee is and shall be in exclusive control of the Premises and of the Improvements, subject to the terms and conditions of this lease, and Lessor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements or any injury or damage to the Premises or to the Improvements or to any property, whether belonging to Lessee or to any other person, caused by any fire, breakage, leakage, defect or bad condition at any part or portion of the Premises or of the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subservice, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Improvements or from any kind of injury that may arise from any other cause whatsoever

on the Premises or in or on the Improvements, including defects in construction of the Improvements, blatant or otherwise.

- b. Lessee shall indemnify and hold Lessor harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorneys fees, that may be imposed on or incurred by or asserted against Lessor by reason of any of the following occurrences during the term:
 - (i). Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Lessor or any party other than Lessor;
 - (ii). Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
 - (iii) Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees;
 - (iv). Any accident, injury or damage to any person or property occurring in, on, or about the Premises or the Improvements; or
 - (v). Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this lease on its part to be performed or complied with.
 - c. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing, which approval shall not be unreasonably withheld. Lessor shall not make any claim against Lessee with respect to any of such risks as to which Lessee has furnished Lessor with insurance policies or certificates of insurance evidencing coverage of such risks unless and until the insurer fails or refuses to defend and/or pay all or any part of a third-party claim.
- 12. LIENS AND ENCUMERANCES: Except with respect to activities for which Lessor is responsible, the Lessee shall pay as due all claims for work done on or for serwices rendered or materials furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the costs as additional rent. Any amounts so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

13. INSURANCE:

Lessee, at Lessee's sole cost and expense, shall maintain, for the mutual benefit of Lessee, Lessor, and any Permitted Leasehold Mortgagee, casualty insurance covering loss or damage by fire, and other risks as may be embraced within all-risk insurance insuring the full replacement cost (excluding foundation and excavation cost) of the Improvements. If all-risk insurance becomes unavailable, then Lessee shall insure the Improvements with such coverage as is customary from time to time for comparable first-class buildings in the Medford area. The amount of such insurance policy shall be increased from time to time as the full replacement cost of the Improvements increases. Any dispute regarding insurance matters shall be arbitrated by the parties in accordance with Section 28 herein.

In the event of any casualty damage to the Improvements, Lessor may make proof of loss if Lessee fails to do so within fifteen (15) days of the casualty and after ten (10) days' written notice from Lessor of its intent to do so. If the insurance proceeds (the "Proceeds") of any insurance on the Improvements equal more than 'ten percent (10%) of the replacement cost of the Improvements, then all Proceeds shall be paid to the first leasehold mortgagee, if any, to the extent of its mortgage, and the balance to a bank trust department (the "Trustee") as trustee for the parties and any permitted leasehold mortgagees. The Trustee shall be selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed. If the Proceeds are less than such amount, then the Proceeds shall be delivered to Lessee. Unless the casualty occurs within five (5) years of the Expiration Date of this Lease, Lessee shall promptly repair or replace the damaged and destroyed Improvements in substantially the form on the date of the casualty or in a manner reasonably satisfactory to Lessor. The Trustee shall pay or reimburse Lessee from the Proceeds for the cost of repair, restoration, or replacement on satisfactory proof of expenditure by Lessee, satisfactory evidence of sufficient progress on the work, and satisfactory evidence of sufficient funds available to complete restoration. The Trustee shall not be liable to the parties except in the event of gross negligence or fraud. The Trustee shall be entitled to deduct a customary and reasonable charge for its services. proceeds not used for the repair, restoration, or replacement of the Improvements shall be distributed on the same basis as any condemnation proceeds pursuant to the provisions of Section 21 below. If the damage occurs within five (5) years of the Expiration Date of this Lease, then Lessor shall have the option of Terminating this Lease and retaining all the Proceeds in excess of the amount required to pay the remaining balance, if any, on any permitted leasehold mortgages. Any dispute regarding the distribution of Proceeds shall be arbitrated.

- ь. Lessee, at its expense, shall maintain at all times during the Term of this Lease public liability insurance in respect of the Premises and the conduct or operation of its business, with Lessor as additional insured, with \$1,000,000.00 minimum combined single-limit coverage, or its equivalent. casualty insurance policies shall include contractual liability, severability of interest, and cross-liability endorsements. When Lessee conducts demolition or excavation work, the exclusions now customarily referred to as the \underline{X} , \underline{C} , and \underline{U} exclusions shall be deleted from Lessee's liability insurance. Lessee shall deliver to Lessor and any additional named insured such fully paid-for policies or certificates of insurance, in a form satisfactory to Lessor, issued by the insurance company or its authorized agent, at least ten (10) days before the commencement date. Lessee shall procure and pay for renewals of such insurance from time to time before the expiration, and Lessee shall deliver to Lessor and any additional named insured such renewal policy or certificate at least thirty (30) days before the expiration of any existing All insurance policies shall contain provisions whereby (1) losses shall be payable despite the negligence of any person having an insurable interest in the Improvements; (2) the Proceeds will be paid in accordance with the terms of this Lease; and (3) the policies cannot be cancelled or modified unless Lessor and any additional named insured are given at least twenty (20) days' prior written notice of such cancellation or modification.
- and shall not be contributing with or be in excess of the coverage that either Lessor or Lessee may carry. All such insurance policies shall be issued in the name of Lessee, with Lessor and any permitted leasehold mortgagee being included in the insurance policy definition of who is an additional insured, shall contain a standard mortgagee's clause in form satisfactory to the permitted leasehold mortgagees, and shall be primary to any insurance available to Lessor.
- d. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor and any permitted leasehold mortgages and that are qualified to do business in the State of Oregon. Executed copies of such policies of insurance shall be delivered to any permitted leasehold mortgages and certificates shall be delivered to Lessor within thirty (30) days after the Project is completed and thereafter within thirty (30) days before the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give Lessor and any permitted leasehold mortgages thirty (30) days' written notice in advance of any cancellation, substantial change of coverage, or the effective date of any reduction in amount of insurance.

- e. The obligations of Lessee to carry the insurance provided for may be brought within the coverage of a so-called blanket policy or policies of insurance; provided, however:
 - (i). That the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance;
 - (ii). That the requirements set forth are otherwise satisfied; and
 - (iii). That, as to all insurance, Lessor and any permitted leasehold mortgagee shall be named as additional insured.
- f. Lessor may from time to time, but not more frequently than once every three years, require that the amount of public liability insurance to be maintained by Lessee under this section be increased so that the amount adequately protects Lessor's interest based on amounts of coverage required of comparable tenants in comparable buildings.
- 14. COOPERATION: Lessee shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, nonconforming uses), privileges, franchises, and concessions that now apply to property contained in the foreign trade zone (whether presently included or subsequently added) or that have been granted to or contracted for by Lessor in connection with any existing or presently contemplated tenants or use of the foreign trade zone properties. Lessor and Lessee agree to cooperate with one another to facilitate the development of property located within the foreign trade zone by and among multiple users, and to that extent, Lessee agrees to the execution by Lessor of any easements, rights of ingress and egress, and similar matters to parties other than Lessee, so long as such rights granted by Lessor do not unreasonably interfere with the use and enjoyment of the Premises by Lessee.

15. WAIVER OF SUBROGATION RIGHTS BY LESSEE:

- a. Lessee agrees to carry fire insurance with extended coverage on the building and Improvements owned by Lessee which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as may be necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.
- b. Lessee agrees to carry fire insurance with extended coverage on the inventory, furniture, fixtures, Improvements and

i. Ngjer equipment made and placed by Lessee in and upon the Premises which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as are necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.

- express or implied, as to the condition, merchantability or fitness of the Premises or the suitability of the Premises for the Lessee's purposes or needs. Prior to executing this sublease, the Lessee has inspected the Premises and has become thoroughly acquainted with the condition of the Premises. The Lessee agrees to take and accept the Premises AS-IS. Lessee shall assume all liability, cost and expense incurred or obligation required in order to comply with the Americans with Disabilities Act or comparable laws or regulations.
- 17. RELEASE AND WAIVER OF LIABILITY: Each of the parties hereby releases the other party and the other party's employees from any and all liability and waives the right of recovery against the other party and the other party's employees for any loss or damage to property resulting from fire, explosion or other casualty enumerated in a standard fire insurance policy with extended coverage irrespective of whether the limits thereof are sufficient to fully cover such loss or damage.
- 18. <u>OUTET ENJOYMENT</u>: If and as long as Lessee pays the rent herein specified and performs all of Lessee's obligations hereunder, Lessee shall quietly enjoy the Premises.
- 19. ALTERATIONS: Lessee may not make any additions to or alterations of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld. Any additions or alterations of the Premises shall become part of the realty and belong to the Lessor.
- 20. EMINENT DOMAIN TOTAL TAKING: If a condemning authority takes all the Premises or portions sufficient to render the remaining Premises reasonably unsuitable for the use which the Lessee was then making of the Premises, the Sublease shall terminate as of the date the title vests in the condemning authorities. Lessor shall be entitled to all of the proceeds of condemnation

except tenant Improvements and the Lessee shall have no claim against Lessor as a result of the condemnation.

- 21. EMINENT DOMAIN PARTIAL TAKING: If a portion of the Premises is condemned and Paragraph 19 does not apply, the Sublease shall continue on the following terms:
 - a. Lessor shall be entitled to all of the proceeds of condemnation except tenant Improvements and Lessee shall have no claims against Lessor as a result of the condemnation.
 - b. Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Premises are untenantable during the period of alteration and repair.
 - authority or an earlier date on which alterations and repairs are commenced by Lessor to restore the balance of the property in anticipation of taking, the rent shall be reduced commensurately with the reduction in value of the Premises, as an economic unit, on account of the partial taking. If the parties are unable to agree upon the amount of reduction of rent, the amount of such reduction shall be determined by arbitration to be conducted in accordance with the statutes of the State of Oregon relating to arbitration. Lessor shall select one arbitrator, Lessee shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the majority of the arbitrators as to the amount of the reduction of monthly rental shall be final and binding upon the parties hereto.
 - d. If a portion of the Lessor's property not included in the Premises is taken and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply and the rent shall be reduced to the extent of diminution of the Premises as though a portion had been physically taken.
 - ._e. In no event shall Lessor's liability hereunder exceed the amount of proceeds or condemnation reviewed by Lessor.
- 22. EMINENT DOMAIN SALE IN LIEU OF CONDEMNATION: Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of exercise of the power shall be treated as a taking by condemnation.

- 23. <u>LESSOR'S RIGHT OF INSPECTION</u>: Lessor, Lessor's agents and representatives, shall, at all reasonable times, have the right to enter upon and inspect the Premises.
- 24. ASSIGNMENT: Lessee shall not assign or sublease this Sublease without first obtaining the written consent of Lessor. Lessor agrees not to arbitrarily withhold giving such consent.
- 25. TIME OF ESSENCE: Time is of the essence of this Sublease and waiver by Lessor in enforcing any of the terms and conditions hereof shall not constitute a waiver of Lessor's rights to insist upon strict compliance with such terms and conditions in the future.
 - 26. DEFAULT: The following shall be events of default:
 - a. Pailure of Lessee to pay any rent or other charge within ten (10) days after it is due.
 - b. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of rent or other charges), within ten (10) days after written notice by Lessor specifying the particulars in which Lessor claims that Lessee is in default and Lessee shall have said period of time within which to remove any such default.
 - c. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver for the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.
 - d. Failure of Lessee for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this Sublease unless such failure is excused under other provisions of this Sublease.

27. REMEDIES ON DEFAULT:

- a. In the event of a default, the Sublease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice may be given before or within the running of any grace period for default and may be included in a notice of failure of compliance given pursuant to Paragraph 27, subparagraph (b) hereof. If the Premises are abandoned by Lessee in connection with a default termination shall be automatic and without notice.
- b. If the Sublease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default.

- c. If the Sublease is terminated for any reason, Lessee's liability to Lessor for damages shall survive such termination and the rights and obligations of the parties shall be as follows:
 - (i). Lessee shall vacate the Premises immediately, remove any property of Lessee, including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the Premises in the condition required at the end of the term and deliver all keys to Lessor.
 - (ii). Lessor may re-enter, take possession of the Premises and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.
- d. Following re-entry Lessor may relet the Premises and in that connection may:
 - (i). Make any suitable alterations or refurbish the Premises or both or change the use of the Premises, but Lessor shall not be required to relet for any use or purpose (other than that specified in the Sublease), which Lessor may reasonably consider injurious to the Premises, or to any lessee which Lessor may reasonably consider objectionable.
 - (ii). Relet all or part of the Premises alone or in conjunction with other properties for a term longer or shorter than the term of this Sublease upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.
- e. In the event of termination on default, Lessor shall be entitled to recover immediately without waiting until the due date of any future rent or until the date fixed for expiration of the lease term the following amounts as damages:
 - (i). Any excess of (a) the value of all Lessee's obligations under this Sublease, including the obligation to pay rent from the date of default until the end of the term, over (b) the reasonable rental value of the Premises for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding eight percent (8%) per annum.
 - (ii). The reasonable costs of re-entry and reletting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, broker commissions and advertising costs.

- (iii). The loss of reasonable rental value from the date of default until a new lessee has been or with the exercise of reasonable efforts, could have been secured.
- f. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 28. ARBITRATION: Any claim, controversy, or dispute between the parties that arises out of or that relates to this Sublease agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the arbitration provisions of the Oregon Revised Statutes. Either party may initiate arbitration by providing written notice to the other party of its appointment of an arbitrator, and the issues to be resolved by arbitration. Within ten (10) days of receipt of such notice the second party shall inform the initiating party in writing of its appointment of arbitrator, and any additional issues to be arbitrated. The two arbitrators so appointed shall, within twenty (20) days of the appointment of the second arbitrator, select a third arbitrator who shall act as chairman of the arbitration panel, and the chairman shall in a timely manner set a date for hearing. All arbitrators shall be licensed professionals with at least ten (10) years experience in dealing with commercial real estate matters in their respective areas of expertise. All arbitrators shall agree to conduct an arbitration hearing and issue their final decision, within ninety (90) days of the date the third arbitrator is selected.

The decision of the arbitration panel shall be final and binding upon the parties and the award may be entered as a judgment in the Circuit Court for the State of Oregon in which the Premises are located. The arbitrators may award to either party such expenses, costs and professional fees as the arbitration panel deems just and equitable under the circumstances, and its determination of said award shall be final and binding upon the parties. In the event that an arbitrator is not selected as required by this Section, either party may apply to the presiding judge of the circuit court in which the Premises are located to appoint the required arbitrator.

This Section notwithstanding, Lessor may bring, maintain and conclude an action against Lessee for Forcible Entry or Wrongful Detainer, and this Section shall not apply to any dispute that is encompassed within such legal action.

- earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in first-class condition and broom clean. Alterations constructed by the Lessee with permission from the Lessor shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Paragraph 14 related to destruction.
- 30. ATTORNEY'S FEES: In the event that either party brings a legal action to enforce or interpret the arbitration provisions of Section 28, or in the event Lessor files a Forcible Entry or Wrongful Detainer suit, the prevailing party in such action shall be entitled to recover, in addition to its costs and disbursements, reasonable attorney and other professional fees as the court may adjudge reasonable in such legal action, and in any appeal therefrom.
- 31. <u>ISSUANCE OF PERMITS</u>: Lessee shall be responsible for obtaining any and all permits required by them for their intended use of the Premises.
- operations upon the leased Premises shall require the issuance of a permit or permits by the State of Oregon's Department of Environmental Quality, then the Lessee shall make application for and obtain issuance of such permit or permits before commencing Lessee's business operations. Lessee shall furnish Lessor with a copy of any permit at the time of its issuance and shall likewise promptly furnish Lessor with a copy of any amendment or modifications to the permit. After the issuance of any permit or permits, Lessee shall conform to all conditions for compliance and with any rules and standards adopted by the Environmental Quality Commission.
 - 33. <u>MASTER LEASE</u>: Except as specifically provided for herein, this Sublease is expressly made subject to all the terms and conditions of the Ground Lease of July 6, 1994 between Jackson County, Oregon as Lessor and Lessor Ore-Cal Trade Corporation as Lessee and Operating Agreement dated December 17, 1992. The

Lessee agrees to use the Premises in accordance with the terms of the Ground Lease and Operating Agreement and not to do or omit to do anything which will breach any of the terms thereof. If the Ground Lease and Operating Agreement are terminated, this Sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Lessee provided that such termination is not the result of a breach by Lessee of the Sublease.

- 34. <u>INTEREST ON RENT AND OTHER CHARGES</u>: Any rent or other payment required of Lessee by this Sublease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum from the date due until paid.
- 35. NOTICES: Any notice required or permitted under this Sublease shall be given when actually delivered or when deposited in the United States certified mail, postage prepaid, addressed as follows:

To Lessor: ORE-CAL TRADE CORPORATION

PO Box 1312

Medford, OR 97501

To Lessee: TRADE CONTAINMENT CENTER, Inc.

10440 S. Fork Little Butte Creek Rd.

Eagle Point, OR 97524

or to such other address as may be specified from time to time by either of the parties in writing.

- 36. <u>SUCCESSION</u>: Subject to the above-stated limitations on transfer of Lessee's interest, this Sublease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 37. AMENDMENTS: This Sublease may not be amended or modified except in writing signed by all parties.
- 38. FOREIGN TRADE ZONE: The Premises are proposed to be included in the Foreign Trade Zone adjacent to the Medford Jackson County Airport and will be subject to all of the terms and conditions imposed by the United States Department of Commerce and the terms and conditions established by the Zone Operator.
- 39. PARKING/TURN AROUND: In addition to the footprint of the INS building, the Premises shall include areas "A", "B", "C", and "D" as depicted on Exhibit "B". Area "A" will be used as a large vehicle and bus turn around and

secured parking. Areas "B", "C", and "D" shall comprise at least twenty-one (21) individual parking slots which shall be exclusive parking to be used in conjunction with the INS building.

- 40. CONSTRUCTION, REPAIR, AND MAINTENANCE OF PARKING AREAS: The parking areas referred to in section 39 shall be constructed by Lessor. Lessee shall pay to Lessor a total of Ten Thousand, Five Hundred Dollars (\$10,500) to reimburse Lessor for striping the parking area and landscaping the common area as described below. During the term of this Lease Lessee shall be responsible for, at Lessee's cost and expense, all repair, maintenance, or restriping of the parking areas, and any maintenance or re-landscaping of the Premises. Lessee shall be solely responsible for landscaping which may be required by any government agency on the Premises. Lessor shall be responsible for landscaping within the common area as described below.
- 41. COMMON AREA: Lessee shall have ingress and egress to the Premises over and through certain common areas which shall also serve as ingress and egress to adjacent buildings as depicted on Exhibits "B" and "C". Lessee, its subtenants, customers, employees and visitors may park in these common areas on a non-exclusive basis, along with other tenants in the area. Lessor shall be responsible for constructing and maintaining the landscaping and paving in the common area. Configuration of the access routes, parking and landscaping within the common area may be changed from time to time at Lessor's discretion.
- 42. STATUTORY DISCLOSURE: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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IN WITNESS WHEREOF the parties have executed this agreement the day and year first hereinabove written.

ORE-CAL TRADE CORPORATION

Its: Chairman of the Board

"Lessor"

TRADE CONTAINMENT CENTER, INC.

Bv:

Michael J. McCulloch, President

"T.oggoo"

Exhibit 'A'

Commencing at the South quarter corner of Section 7, Township 37 South, Range I West of the Willamettte Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.4 Lifeet to a 5/8" iron pin monumenting the point of beginning of that Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 0°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the East-West centerline of said Section 7, thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said westerly line on the following courses:

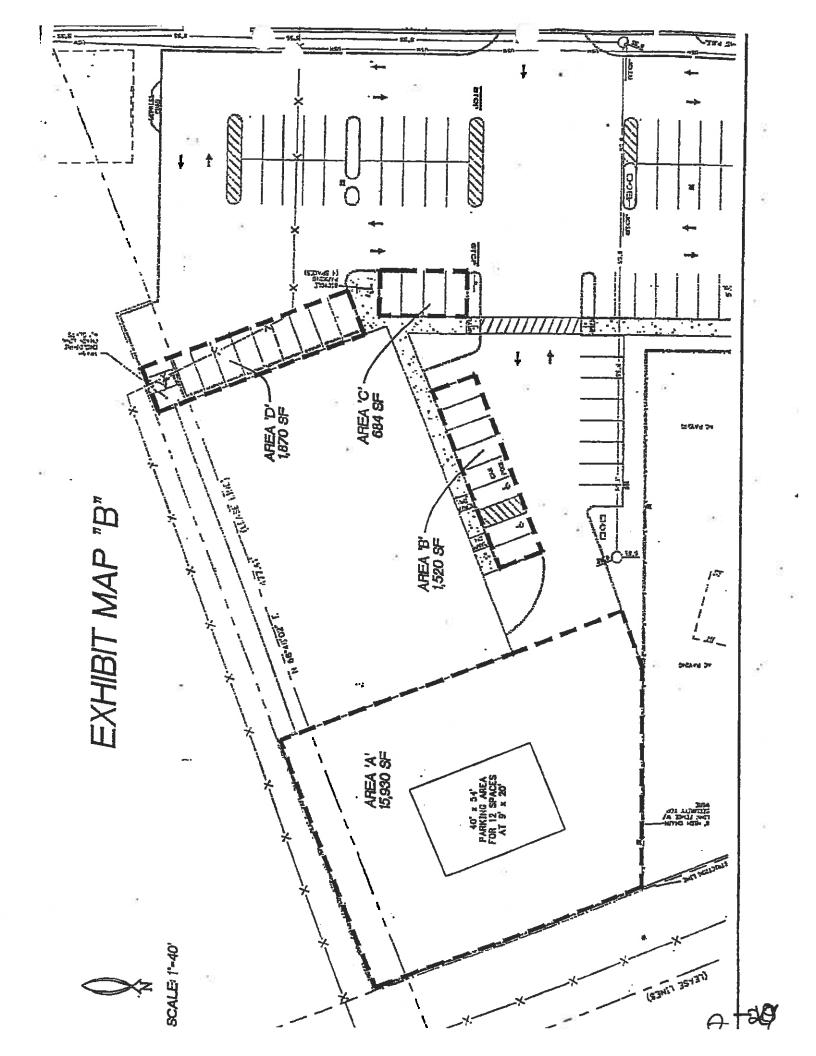
Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which are bears North 24°36'47" West 277.060 feet), thence North 31°44'39"

Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which arc bears North-24°36'47" West 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West 786.58 feet; South 68°46'02" West 174.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.00 feet; thence South 68°46'02" West 148.00 feet; thence South 21°13'58" East 96.00 feet; thence North 68°46'02" East 148.00 feet; thence North 21°13'58" West 90.00 feet to the true point of beginning Containing 14,208 square feet, more or less.

Foreign Trade Zone I.N.S. Building Area August 27, 1997

Hardey Engineering & Assoc., Inc

file: NJ-ms.dsc



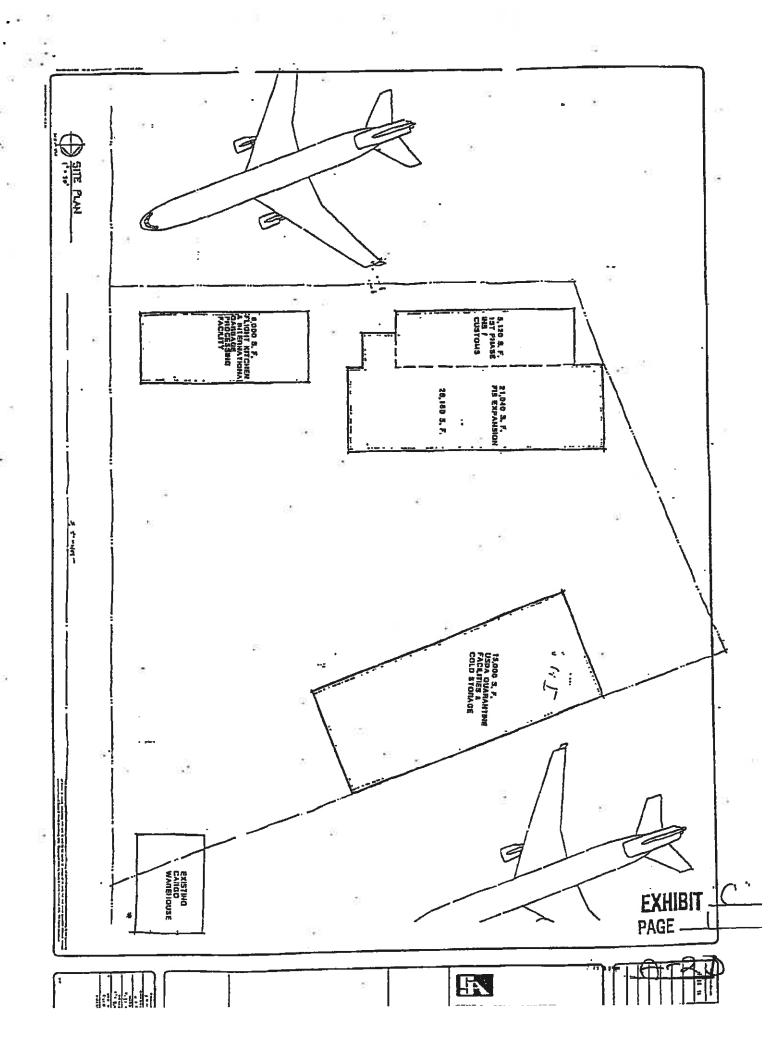


Exhibit "D"



ORE-CAL Trade Corporation
PO Box 1312
Medford, OR 97501
Ph: (541) 826-2221 Fx: (541) 826-6653

December 30, 1997

Michael J. McCulloch TCC, Inc. 40 Lake Creek Loop Rd. Eagle Point, OR 97524

RE: Assignment of TCC, Inc. Lease

Dear Mike:

ORE-CAL Trade Corporation agrees to allow TCC, Inc. to assign the lease currently held with ORE-CAL for 14,208 sq ft plus common area to BM2W, LLC. We are very grateful for your efforts in securing an agreement with INS for occupying that space, and are more than happy to help wherever we can.

We would like a copy of the paperwork used in transferring the assignment, along with any information that might be relevant to ORE-CAL.

If you have any further questions, please get a hold of me.

Thank you.

Sincerely

Jonathon Burrill

ORE-CAL Trade Corp.

EXHIBIT & - |

EXHIBIT C Deed of Trust

4690468210 KM

RECORDATION REQUESTED BY:

PremierWest-Bank Loan Production Center-Medford P O Box 40 503 Alrport Road Medford, OR 97501

WHEN RECORDED MAIL TO:

PremierWest Bank ATTN:Loan Assistant P O Box 40 Medford, OR 97501

SEND TAX NOTICES TO:

BM2W, LLC 625B Jackson Street #334 Medfard, OR 97504 37

Jacks County Oricial Records 2006-036231

Cnt=1 Stn=9 WALKERCO 7/19/2006 08:00:00 AM \$40.00 \$5.00 \$11.00 Total:\$56.00



I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Kathleen S. Beckett - County Clerk

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 29, 2006, among BM2W, LLC, an Oregon limited liability company, as to a leasehold interest ("Grantor"); PremierWest Bank, whose address is Loan Production Center-Medford, P O Box 40, 503 Airport Road, Medford, OR 97501 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Lawyers Title Insurance Corporation, a Virginia Corporation, whose address is 1555 East McAndrews Road, Suite 100, Medford, OR 97504 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated June 29, 2006, in the original principal amount of \$274,700.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the tee simple title to the leade, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Jackson County, State of Oregon:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth berein.

The Real Property or its address is commonly known as 3715 International Way, Medford, OR 97504. The Real Property tax Identification number is 10940802.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (MEASURE 37 (2004)).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender row of the Index of Lender's purposes only and shall not be construed to create any responsibility or liability on the pert of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity and hold hamless

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scorla, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

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Loan No: 583079522

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeoperdized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Deed of Trust, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Deed of Trust, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Deed of Trust.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observa under the Lease:
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with auch other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Deed of Trust, Grantor will notify the lendlord under the Lease in writing of the execution and delivery of this Deed of Trust and of the name and address of Lender and will deliver a copy of this Deed of Trust to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in it sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sever), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lander's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after thas notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Gramtor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance plause, and with a standard mortgages clause in favor of Lander. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lander being named as additional insurede in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood insurance Program,

(Continued)

Loan No: 583079522

or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's Interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of Insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the lessehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Titls. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lander under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages,

Loan No: 583079522

deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attermey-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor falls to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or In any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Fallure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Decuments.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garrishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Lease Default. Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any-breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, ours any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, efter receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to parform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Doed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the

power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings lincluding efforts to modify or vacate any automatic stay or injunction], appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title Insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee erising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in prepering and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Jackson County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Dead of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Dead of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Dead of Trust shall not affect the legality, validity or enforceability of any other provision of this Dead of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the

Loan No: 583079522 (Continued) Page 6

Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means PremierWest Bank, and its successors and assigns.

Borrower. The word "Borrower" means BM2W, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Dead of Trust in the events of default section of this Dead of Trust.

Grantor. The word "Grantor" means BM2W, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness,

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and aebestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lease. The word "Lease" means the lease of the Property dated June 1, 2006, between Jackson County, a home-rule Political Subdivision of The State of Oregon, Landlord and Grantor.

Lender. The word "Lender" means PremierWest Bank, its successors and assigns.

Note. The world "Note" means the promissory note dated June 29, 2006, in the original principal amount of \$274,700.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 29, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Dead of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Lawyers Title Insurance Corporation, a Virginia Corporation, whose address is 1555 East McAndrews Road, Suite 100, Medford, OR 97504 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

David C. Boals, Member of BM2W, LLC

By Michael McCulloch, Member of BM2W, LLC

Stacey Boals, Merober of BM2W, LLC

Laura Washinger, Marghar of BM2W, LLC

Loan No: 583079522

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
COUNTY OF JULY
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)
To: , Trustee
The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:
Date: Beneficiary:
Ву:
its:
LASER PRO Learning, Ver. E.31.00.004 Cops. Harland Francial StateBase, Inc., 1887, 2006. All Rights Reserved OR CHIMPSCHARAGOLING TR-47180 PR-COMARE

"EXHIBIT A"

A leasehold as created by that certain instrument recorded October 25, 2002 as No. 02-56798, Official Records of Jackson County, for the term and upon and subject to all the provisions therein contained, over, under, and/or along the following described property:

Commencing at the south quarter corner of Section 7, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, thence South 89°53'14" East along the south line of said Section 7, a distance of 719.41 feet to a 5/8" Iron pin monumenting the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 00°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of sald Official Records, thence continue along sald Agreement Line, North 00°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 00°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the east-west centerline of said Section 7, thence along said east-west centerline, North 89°45'01" West, 111.29 feet to a point on the western line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said western line on the following courses: Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the long chord to which bears North 24°36'47" West 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498 feet), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, said Official Records, thence continue along the western line of the Medco Haul Road, North 00°05'11" West 786.58 feet; South 68°46'02" West 248.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.67 feet; thence South 68°46'02" West 74.00 feet; thence South 21°13'58" East 96.67 feet; thence North 68°46'02" East 80.68 feet; thence North 21°13'58" West 9.33 feet; thence North 68°46'02" West 6.68 feet; thence North 21°13'58" West 80.67 feet to the true point of beginning.

Account No. 10940802, Levy Code 49-01, Map 371W07 402A2

RECORDATION REQUESTED BY:

PremierWest Bank Southern Oregon Loan Production Office P O Box 40 503 Airport Road Medford, OR 97501 8:00

رحن ا Jackson County Official Records 2008-006585 R-MTD Cnt=1 Str=3 MORGAN-92/26/2008 08:00:00 AM

\$20.00 \$5.00 \$5.00 \$11.00 Total:\$41.00

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

WHEN RECORDED MAIL TO:

PremierWest Bank ATTN:Loan Assistant P O Box 40 Medford, OR 97501

SEND TAX NOTICES TO:

BM2W. LLC PMB #203 2019 Aero Way Suite 103 Medford, OR 97504

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 15, 2008, Is made and executed between BM2W, LLC, an Oregon limited liability company, as to a leasehold interest ("Grantor") and PremierWest Bank, whose address is Southern Oregon Loan Production Office, P O Box 40, 503 Airport Road, Medford, OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 29, 2006 (the "Deed of Trust") which has been recorded in Jackson County, State of Oregon, as follows:

Original Deed of Trust In the principal amount of \$274,000.00, recorded as Document No. 2006-036231, on July 19, 2006, in the Official Records of Jackson County, State of Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Jackson County, State of Oregon:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3715 International Way, Medford, OR 97504. The Real Property tax identification number is 10940802.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

It is hereby agreed to increase the indebtedness of the Note from the current principal balance to \$1,021,174.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 15, 2008.

GRANTOR:

David C. Boals, Member of BM2W, LLC

By That Willie promise.

By: Darless N. M. Callock
Darless N. McCulloch, Member of BM2W, LLC

LENDER:

PREMIERWEST BANK

Morized Officer

LIMITED LIABILITY COM	MPANY ACKNO	WLEDGMENT
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appeared David C. Boals, Member of BM2W, LLC, and known to m	e to be a member or d	esignated agent of the limited liability company that
executed the Modification of Deed of Trust and acknowledged the I company, by authority of statute, its articles of organization or its	Modification to be the fr	ee and voluntary act and dead of the limited liability
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LIMITED LIABILITY CO	DMPANY ACKNOWLEDGMENT
STATE OF	OFFICIAL SEAL JENNY MADDOCK NOTARY PUBLIC-OREGON
COUNTY OF	COMMISSION NO. 402943 (MY COMMISSION EXPIRES MAR. 14, 2010 (
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Notary Public in and for the State of	My commission expires 3-14-6
U LENDER AG	CKNOWLEDGMENT
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deed of PremierWest Bank, duly authorized by PremierWest Bank	ment and acknowledged said instrument to be the free and voluntary act and through its board of directors or otherwise, for the uses and purposes therein cute this said instrument and in fact executed this said instrument on behalf of
By Chang Meddlad	Residing at Moderat
Notary Public in and for the State of	My commission expires
	nancial Solutions, Inc. 1997, 2008. All Rights Reserved OR 02.FC TR-90853 PR-COMMRE

"EXHIBIT A"

A leasehold as created by that certain instrument recorded October 25, 2002 as No. 02-56798, Official Records of Jackson County, for the term and upon and subject to all the provisions therein contained, over, under, and/or along the following described property:

Commencing at the south quarter corner of Section 7, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, thence South 89°53'14" East along the south line of said Section 7, a distance of 719.41 feet to a 5/8" iron pin monumenting the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 00°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 00°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 00°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the east-west centerline of said Section 7, thence along said east-west centerline, North 89°45'01" West, 111.29 feet to a point on the western line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said western line on the following courses: Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the long chord to which bears North 24°36'47" West 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498 feet), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, said Official Records, thence continue along the western line of the Medco Haul Road, North 00°05'11" West 786.58 feet; South 68°46'02" West 248.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.67 feet; thence South 68°46'02" West 74.00 feet; thence South 21°13'58" East 96.67 feet; thence North 68°46'02" East 80.68 feet; thence North 21°13'58" West 9.33 feet; thence North 68°46'02" West 6.68 feet; thence North 21°13'58" West 80.67 feet to the true point of beginning.

Account No. 10940802, Levy Code 49-01, Map 371W07 402A2

EXHIBIT D Non-Disturbance Agreement

EXHIBIT D Non-Disturbance Agreement

CONSENT, ESTOPPEL, AND ACKNOWLEDGMENT REGARDING LEASE

THIS CONSENT, ESTOPPEL, AND ACKNOWLEDGMENT REGARDING LEASE (this "Agreement") is made and entered into as of March ____, 2015, by and among BM2W, LLC, an Oregon limited liability company ("Borrower"), JACKSON COUNTY, OREGON ("County"), and AMERICANWEST BANK, a Washington state chartered commercial bank, as successor by merger to PremierWest Bank ("Lender").

RECITALS

- A. County is the owner of certain real property described as Medford-Jackson County Airport Zone Site No. 1, containing approximately 95 acres, and more commonly known as 3650 Biddle Road #13, Medford, OR 97504 (the "County Property"). County entered into a Ground Lease for the Premises (the "Master Ground Lease") dated July 6, 1994, with Ore-Cal Trade Corporation, an Oregon corporation ("Ore-Cal"). County also entered into to that certain Operating Agreement dated December 17, 1992 with Ore-Cal in connection with the Ground Lease.
- B. Thereafter, Ore-Cal Trade Corporation ("Ore-Cal") entered into a Sublease with Trade Containment Center, Inc., an Oregon corporation ("TCC") dated as of January 1, 1996, which was amended by an Amended Sublease dated as of January 1, 1998 (as amended the "Sublease") for the real property described in and generally depicted in Exhibit A hereto (the "Premises"), which is part of the County Property.
- C. TCC assigned to Borrower the Sublease pursuant to an Assignment of Amended Sublease dated February 9, 1998.
- D. Borrower mortgaged its interests in the Premises and the improvements thereon (the "Leasehold Estate"), including but not limited to its leasehold interests under the Sublease, to Lender, pursuant to a Deed of Trust dated June 29, 2006, and recorded in the Jackson County Official Records as document number 2006-036231, as amended by a Modification of Deed of Trust dated February 15, 2008 and recorded in the Jackson County Official Records as document number 2008-006585 (as amended, the "Deed of Trust").
- E. County and Ore-Cal entered into a Termination Agreement dated July 21, 2004 (the "Termination Agreement"), whereby (1) County and Ore-Cal terminated the Master Ground Lease and (2) County agreed to accept responsibility for Ore-Cal's obligations under the Sublease, thereby became BM2W's landlord under the Sublease from and after the date of the Termination Agreement. Borrower, Lender and County have entered into an Agreement dated even date whereby BM2W agreed to attorn to County as its landlord under the Sublease.

- 2.3.2 County, upon providing Borrower any notice of: (i) default under this Lease, (ii) a termination of this Lease, or (iii) a matter on which County may predicate or claim a default, shall at the same time provide a copy of such notice to Lender. No such notice by County to Borrower shall be deemed to have been duly given unless and until a copy thereof has been so provided to Lender. From and after the date such notice has been given to Lender, Lender shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Borrower after the giving of such notice to Borrower, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. County shall accept such performance by or at the instigation of Lender as if the same had been done by Borrower. Borrower authorizes Lender to take any such action at Lender's option and does hereby authorize entry upon the Property by Lender for such purpose.
- 2.3.3 Should Lender acquire the Leasehold Estate pursuant to foreclosure, deed in lieu of foreclosure or other proceedings, Lender or any other party acquiring the leasehold must obtain County's written consent to such acquisition, which consent shall not be unreasonably withheld, on such terms and to such persons and organizations as are acceptable to County.
- 3. NOTICES. Any notice required to be given to Lender, Borrower, or County shall be sent via personal delivery by messenger or overnight courier, or by registered or certified mail, return receipt requested, or by fax (with proof of transmission and a mailed copy to follow), to the addresses shown below, or at such other address as such party shall have notified the others in writing:

If to Lender:

AmericanWest Bank 110 S. Ferrall Street Spokane, WA 99202 Attention: Mark Conrath Telephone: (509) 434-3774 Facsimile: (509) 241-0160

With a copy to:

K&L Gates LLP
One SW Columbia Street, Suite 1900
Portland, OR 97258
Attention: R. Gibson Masters

Telephone: (503) 226-5799 Facsimile: (503) 553-6299

If to County:

Jackson County, Oregon 10 S. Oakdale Avenue Medford, OR 97501

Attention: Teresa Campbell Telephone: (541) 774-6167

Facsimile:

If to Borrower:

BM2W, LLC 1631 Rucker Avenue Everett WA 98201

Attention: William N. McCulloch

Telephone: Facsimile:

With a copy to:

JACOBSON, THIEROLF & DICKEY, P.C. 2 North Oakdale Avenue Medford OR 97501

Attention: Jerry Jacobson Telephone: (541) 773-2727 Facsimile: (541) 734-7269

4. GENERAL PROVISIONS. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. This Agreement and its terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

[Remainder of this Page Left Intentionally Blank]

EXECUTED on the day and year first set forth above.

COUNTY:	JACKSON COUNTY, OREGON,
	By
	Name: Its:
BORROWER:	BM2W, LLC
	Ву
	Name: William N. McCulloch Its: Manager
LENDER:	AMERICANWEST BANK as Lender
	Ву
	Name: Mark Conrath Its: Vice President

EXHIBIT A LEGAL DESCRIPTION

Commencing at the South quarter corner of Section 7, Township 37 South, Range I West of the Willamettte Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a 5/8" iron pin monumenting the point of beginning of that Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 0°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the East-West centerline of said Section 7, thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said westerly line on the following courses:

Along the arc of 1115.916 foot radius curve to the left a distance of 277 777 feet (the chord of which are bears North 24°36'47" West 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West 786.58 feet; South 68°46'02" West 174.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.00 feet; thence South 68°46'02" West 148.00 feet; thence South 21°13'58" East 96.00 feet; thence North 68°46'02" East 148.00 feet; thence North 21°13'58" West 90.00 feet to the true point of beginning. Containing 14,208 square feet, more or less.

RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

K&L GATES LLP One SW Columbia Street, Suite 1900 Portland, Oregon 97258 Attention: R. Gibson Masters

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made as of this <u>31</u> day of March, 2015, by and between JACKSON COUNTY, OREGON, a home-rule political subdivision of the State of Oregon (the "County" or "Lessor"), and BM2W, LLC, an Oregon limited liability company with an address of 2019 Aero Way, Suite 103, PMB 203, Medford, Oregon 97504 ("Lessee"), who agree as follows:

- 1. Ground Lease. Pursuant to that Ground Lease dated effective as of July 6, 1994, the County had leased to Ore-Cal Trade Corporation ("Ore-Cal") certain real property as described as Medford-Jackson County Airport Zone Site No. 1, containing approximately 95 acres, for the construction and operation of a Foreign Trade Zone to be located at the Rogue Valley International Medford Airport (the "Master Ground Lease").
- 2. Lease and Premises. Ore-Cal subleased a portion of its premises to Trade Containment Center, Inc. pursuant to that Amended Sublease dated effective as of January 1, 1998 (the "Lease") for the construction of a building (the "Building") with a total footprint of approximately 14,208 square feet. The legal description this property is attached hereto as Exhibit A. The term "Premises" as used in the Lease is further described to include the surrounding parking of the Building as depicted on Exhibit B attached hereto. The Lease was assigned by Trade Containment Center, Inc. to Lessee by that Assignment of Amended Sublease by and among Trade Containment Center, Inc. and Lessee dated effective as of February 9, 1998 (as amended the "Sublease").
- 3. Termination Agreement. The County and Ore-Cal executed a Termination Agreement dated effective as of July 21, 2004 (the "Termination Agreement") in which Ore-Cal assigned to the County all of its right, title and interest in and to the Foreign Trade Zone and the County and Ore-Cal mutually agreed to cancel all of the Contracts and Agreements (as defined in the Termination Agreement), including the Master Ground Lease. In the Termination Agreement, upon Ore-Cal's release of its interest, the County agreed to accept responsibility for several agreements, including the Lease, and thereby became Lessee's landlord under the Lease.
- 4. Access Rights. The Master Ground Lease provided Ore-Cal the right to use certain required common use areas, such as taxiways and roadways, as described on Exhibit C attached

hereto. The County hereby confirms the right of Lessee to use such common areas to access Premises.

- **5.** Lease Term. The term of the Lease commenced January 1, 1998 and terminates on November 30, 2022. Lessee has the right to new the Lease for an additional term of 25 years.
- 6. Provisions Binding on Lessor and Lessee. All of Lessor's covenants under the Lease, both affirmative and negative, are intended to and shall bind Lessor and its successors, and shall inure to the benefit of Lessee and its successors. All of Lessee's covenants under the Lease, both affirmative and negative, are intended to and shall bind Lessee and its successors and shall inure to the benefit of Lessor and its successors.
- 7. Counterparts. This Memorandum be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

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IN WITNESS WHEREOF, the parties have executed and acknowledged this Memorandum to be effective as of the date first above written.

LESSOR:

Jackson County, Oregon,

By:

Name: Title:

County Administrator

State of OREGON

County of JON KSOM

This instrument was acknowledged before me on , 2015 by

of Jackson County, Oregon.

OFFICIAL SEAL JENNIFER ELSA REGAN

Notary Public State of Oregon

Approved as to Legal

Assistant County Consei

LESSEE:

BM2W, LLC,

an Oregon limited liability company

Name: William N. McCulloch

Title: Manager

State of Washington County of Snahomish

This instrument was acknowledged before me on April , 2015 by William N. McCulloch as Manager of BM2W, LLC, an Oregon limited liability company.

M. PRUSING OTAR SERVICE NO. OTAR SERVICE

Notary Public for the State of Washington

My Carminission win: 9/9/17

EXHIBIT A Legal Description

Commencing at the South quarter corner of Section 7, Township 37 South, Range I West of the Willamettte Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a 5/8" iron pin monumenting the point of beginning of that Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 0°02'31" West, 632 57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the East-. West centerline of said Section 7, thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said westerly line on the following courses:

Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which are bears North 24°36'47" West 277 060 feet), thence North 31°44'39" West, 671 96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649 731 feet (the long chord bears North 15°54'55" West, 641.498), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West 786.58 feet; South 68°46'02" West 174.91 feet to the true point of beginning of the fease area to be described; thence North 21°13'58" West 6.00 feet; thence South 68°46'02" West 148.00 feet; thence South 21°13'58" East 96.00 feet; thence North 68°46'02" East 148 00 feet; thence North 21°13'58" West 90.00 feet to the true point of beginning. Containing 14,208 square feet, more or less

EXHIBIT B Premises

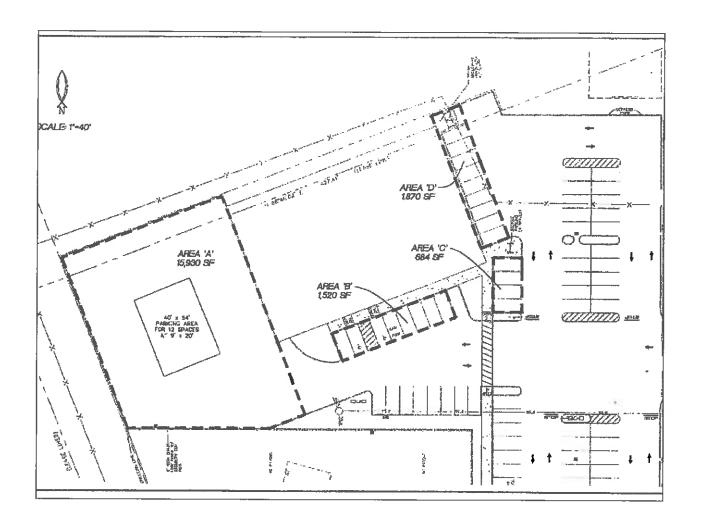


EXHIBIT C Access Rights

MEDFORD-JACKSON COUNTY AIRPORT

I. DETAILED DESCRIPTION

The Medford-Jackson County Airport Zone Site No. 1 location consists of approximately 95 acres. The Medford-Jackson County Airport is located 3 miles north of the city center of Medford and one mile east of Interstate 5, Oregon's main link with Washington and California.

This property is owned by Jackson County and is operated by the Airport Department of Jackson County.

The address is 3650 Biddle Road #13, Medford, Oregon 97504; the airport director's mailing address is the same.

The legal description of the site is:

Commencing at the South quarter comer of Section 7, Township 37 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a % iron pin monumenting the point of beginning of that Boundary of Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the true point of beginning; thence continue along said Agreement Line, North 0°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records; thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 56" iron pin on the East-West centerline of said Section 7; thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records; thence along said westerly line on the following courses:

Along the arc of 115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which arc bears North 24°36'47" West, 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498 feet), thence South 89°54'49" West 20.00 feet to the point of beginning

of said Instrument No. 85-19778; thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West, 2541.57 feet to the north line of the south half of the Southwest Quarter of Section 6; said Township and Range; thence along said North line N89°43'07" West, 1527.20 feet to a 1" iron pipe; thence South 21°13'58" East (record South 21°13'58" East (record South 21°14'15" East) 6374.53 feet to the true point of beginning, containing 95.49 acres, more or less.

II. SUMMARY OF THE LARGER PROJECT

The Medford-Jackson County Airport Site No. 1 is part of the entire Medford-Jackson County Airport complex that is owned by Jackson County and operated by the Airport Department of Jackson County.

The address of the airport is 3650 Biddle Road #13, Medford, Oregon 97504. The telephone number for the airport is (503) 776-7222.

The airport is the primary site of the general purpose foreign-trade zone and plays a major role in the economic development program of Jackson County.

Enfalled A

THIS SUBLEASE entered into this 1st day of January, 1998, between ORE-CAL TRADE CORPORATION, an Oregon corporation, hereinafter referred to as "Lessor," and TRADE CONTAINMENT CENTER, INC., an Oregon corporation, hereinafter referred to as "Lessee."

RECITALS:

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- A. Lessor has entered into a Ground Lease with Jackson County, Oregon ("County") dated July 6, 1992, pertaining to certain real property located in and around the Medford/Jackson County Airport, the terms and conditions of which are incorporated herein.
- B. Pursuant to the terms and conditions of said Ground Lease and an Operating Agreement between County and Lessor dated December 17, 1992, Lessor and Lessee have previously entered into a Sublease dated January 1, 1996 covering the property described therein.
- C. The parties now desire to amend said Sublease to include additional property, and to amend or clarify other issues with respect to the lease.
- D. Lessee is in the process of constructing Phase One of an INS building which, when fully completed, will comprise a total footprint of approximately 14,208 square feet. Phase One of the INS building consists of approximately one-half of the footprint of the final anticipated building. It is anticipated by the parties that Phase Two which will constitute the remainder of the building will be constructed within approximately five (5) years.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES. A legal description which provides a description of the land upon which the INS building is to be constructed is attached hereto as Exhibit "A". A location map showing the approximate location of the building and the surrounding parking is attached as Exhibit "B". A diagram of the general area surrounding the building and showing the approximate location of other buildings in the area is attached hereto as Exhibit "C". The term "premises" as used herein refers to the land under the INS building as described on Exhibit "A", and in addition the surrounding parking areas depicted on Exhibit "B", and described in more particularity in section 39 below.

- 2. <u>TERM</u>: This Amended Sublease shall commence on January 1, 1998, and shall terminate on November 30, 2022.
- 2.1 Additional Lease Terms: Provided that this Sublease has not otherwise been terminated, and provided further that Lessee is not then in default under this Sublease, Lessee shall have the right to renew this lease for one (1) additional term of 25 years, upon the same terms upon the same terms and conditions as are set forth herein, except that the rent for the renewal period shall be the fair rental value of the Premises as agreed upon between the parties. In the event the parties are unable to agree upon the fair rental value for the renewal period, rent for that period shall be determined by arbitration pursuant to Section 28 herein.
- 2.2 Notice of Renewal: Lessee's option to renew must be exercised, if at all, by a writing delivered to Lessor more than 180 days before the expiration of the initial term, notifying Lessor that Lessee is exercising its option to renew for the additional term, and stating Lessee's proposed rent for the renewal term. If the parties have not agreed upon rent for the renewal term prior to commencement of that term, Lessee shall continue to pay rent at the original rate until the matter is determined by arbitration. Within 30 days following the decision of the arbitrator, Lessee shall pay any additional rent established by arbitration for the renewal period. Arbitration shall be conducted according to the procedure set forth in Section 28 herein.
- 3. <u>BASE RENT</u>. Lessee agrees to pay to Lessor as base rent for the Premises during the first year of this Sublease the sum of sixteen & 7/10th (.167) cents per square foot per year, based upon a total square footage equal to three (3) times the footprint of the final anticipated building (14,208 square feet) or 42,624 square feet of total premises including a pro rata share of the common area. Base rent is payable annually in advance, on the first day of each year commencing with the first day of January, 1998. Base rent shall be subject to an annual CPI adjustment as provided in paragraph 4 below.
- 4. <u>ADJUSTMENT IN RENTAL</u>: There shall be an annual adjustment in the rent to be paid during each sublease year, commencing on January 1, 1999 and the first of each January thereafter during the term of this Sublease, including any

renewal terms. The adjustment in rent shall be calculated by adjusting the base rent for the coming year by the percentage of increase in the Consumer Price Index for the United States for the U. S. City Average for all urban consumers. The percentage increase of the CPI for the immediately past calendar year over that of the prior calendar year shall be the percentage of increase applied to the rent for the upcoming calendar year. By way of example if the 1997 CPI equalled 100, and the 1998 CPI equalled 105, there would be a five percent (5%) increase in the CPI, and the base rent for the 1999 calendar year would be increased by five percent (5%) over base rent for the 1998 calendar year.

property taxes and assessments levied or assessed against the Premises during the term of this Sublease, including Lessee's pro rata share of all common area parking spaces utilized by the INS building. Lessee shall reimburse Lessor for such property taxes and assessments within ten (10) days of receiving written notice from the Lessor of the amount of such taxes and that Lessor has paid the same. Taxes for the initial year of the Sublease shall be prorated as of the commencement date. Taxes for the year in which the Sublease is terminated shall be prorated as of the date of termination. Lessee may amortize payment for any special assessments which may be levied against the property by reason of municipal improvements over the most extended period allowable by the municipal authority.

6. <u>CONSTRUCTION OF THE PROJECT</u>:

Phase One of the Project is already under construction and is a. anticipated to be completed by the end of March, 1998. This building is hereinafter referred to as the "Project", and includes any future alterations, additions, replacements or modifications constructed on the Premises during the term of this lease, and are collectively referred to in this lease as the "Improvements". The preliminary plans and specifications for the Project are attached as Exhibit "D" and incorporated herein by reference. Lessee has determined that the Project is feasible and has or will obtain all necessary government approvals, consultants reports, financing commitments, final plans and specifications, design and construction contracts, and any other approvals, loan and lease commitments, or contracts necessary for the completion of the project. parties anticipate that a second phase of the Project will be built over the next five (5) years, and at the completion of Phase Two the INS building will contain the entire footprint as described in Exhibit "A" will contain the warehouse Project. Lessor will cooperate with Lessee in conjunction with completion of Phase One and Phase Two of the Project,

provided that Lessor shall not be required to pay any application fees or incur any other costs or liability in connection therewith.

- b. Lessee shall construct the Project in accordance with the final plans and specifications approved by Lessor, which approval shall not be unreasonably withheld or delayed. In the event of any dispute regarding the design of the Project, the matter shall be arbitrated in accordance with the provisions of Section 28 of this lease. Excavation for the foundation of the Project shall commence at a time to be agreed upon between the parties. Lessee shall, subject to acts of God, strikes or any other reason beyond the reasonable control of Lessee, diligently prosecute the work to completion as agreed upon by the parties. The work shall be performed in accordance with all applicable laws, rules and regulations, including, without limitation, zoning, land use, environmental and safety laws, rules and regulations and in a good and professional manner. Lessor retains the right to inspect the work at reasonable intervals subject to the supervision of Lessee and in a manner that will minimize any interference with the work.
- c. Title to the Improvements shall be and remain in Lessee until the expiration of the term, unless this lease is terminated sooner as provided. Upon such expiration or sooner termination, title to the Improvements shall automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor.
- d. Lessee further agrees to construct the Project in strict accordance with Master Plan/Foreign Trade Zone Medford-Jackson County Airport, Medford, Oregon and Master Plan Design Standards specified from time to time by Lessor and participate in any architectural review process which may be required by Lessor.
- 7. <u>NO WASTE</u>: Lessee shall not do or suffer any waste or damage, disfigurement, or injury to the Premises or the Improvements.
- 8. <u>LESSEE'S REPAIRS</u>: Lessee agrees to keep the foundation, structural portions, roof, electrical, plumbing and HVAC systems, glass and siding of all Improvements in good, clean, neat and safe condition and repair. Lessor shall be under no obligation to make any such repairs or to pay the costs thereof.
- 9. <u>UTILITIES AND PERSONAL PROPERTY TAXES</u>: Lessee agrees to pay for all water, gas, electricity, heat, sewer, trash collection and other services and utilities provided to the Premises. Lessee also agrees to pay as the same become due and payable all personal property taxes levied or assessed against the property belonging to Lessee, and Lessee agrees to keep the Premises free and clear of all liens and encumbrances.

10. USE OF PREMISES: Lessee agrees that:

- a. Lessee will conduct and operate on the Premises an office complex. Lessee will make no other use of the Premises without first obtaining the written consent of Lessor.
- b. Lessee will not make any unlawful or offensive use of the Premises.
- c. Lessee will not permit or allow the accumulation of litter or flammable material upon the Premises and will refrain from any other activity which would make it impossible to insure the Premises against casualty.
- d. Lessee shall refrain from storing on or discharging from or onto the Premises any hazardous wastes or toxic substances as defined by any applicable federal, state or local law, ordinance or regulation, except as permitted by, and in strict conformance with, all laws and regulations applicable to the operation of Lessee's business on the Premises.
- e. Lessee shall perform no act in the conduct of Lessee's operations upon the Premises or in Lessee's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials, or in violation of any federal laws or regulations concerning environmental matters or the regulation of Lessee's business on the Premises.
- f. Lessee will refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.
- g. Lessee will comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and submitted to Lessee in writing.

11. HOLD HARMLESS INDEMNIFICATION:

a. Lessee is and shall be in exclusive control of the Premises and of the Improvements, subject to the terms and conditions of this lease, and Lessor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements or any injury or damage to the Premises or to the Improvements or to any property, whether belonging to Lessee or to any other person, caused by any fire, breakage, leakage, defect or bad condition at any part or portion of the Premises or of the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subservice, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Improvements or from any kind of injury that may arise from any other cause whatsoever

on the Premises or in or on the Improvements, including defects in construction of the Improvements, blatant or otherwise.

- b. Lessee shall indemnify and hold Lessor harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorneys fees, that may be imposed on or incurred by or asserted against Lessor by reason of any of the following occurrences during the term:
 - (i). Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Lessor or any party other than Lessor;
 - (ii). Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
 - (iii). Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees;
 - (iv). Any accident, injury or damage to any person or property occurring in, on, or about the Premises or the Improvements; or
 - (v). Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this lease on its part to be performed or complied with.
- c. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing, which approval shall not be unreasonably withheld. Lessor shall not make any claim against Lessee with respect to any of such risks as to which Lessee has furnished Lessor with insurance policies or certificates of insurance evidencing coverage of such risks unless and until the insurer fails or refuses to defend and/or pay all or any part of a third-party claim.
- LESSOR IS RESPONSIBLE, the Lessee shall pay as due all claims for work done on or for services rendered or materials furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the costs as additional rent. Any amounts so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

13. INSURANCE:

a. Lessee, at Lessee's sole cost and expense, shall maintain, for the mutual benefit of Lessee, Lessor, and any Permitted Leasehold Mortgagee, casualty insurance covering loss or damage by fire, and other risks as may be embraced within all-risk insurance insuring the full replacement cost (excluding foundation and excavation cost) of the Improvements. If all-risk insurance becomes unavailable, then Lessee shall insure the Improvements with such coverage as is customary from time to time for comparable first-class buildings in the Medford area. The amount of such insurance policy shall be increased from time to time as the full replacement cost of the Improvements increases. Any dispute regarding insurance matters shall be arbitrated by the parties in accordance with Section 28 herein.

In the event of any casualty damage to the Improvements, Lessor may make proof of loss if Lessee fails to do so within fifteen (15) days of the casualty and after ten (10) days' written notice from Lessor of its intent to do so. If the insurance proceeds (the "Proceeds") of any insurance on the Improvements equal more than ten percent (10%) of the replacement cost of the Improvements, then all Proceeds shall be paid to the first leasehold mortgagee, if any, to the extent of its mortgage, and the balance to a bank trust department (the "Trustee") as trustee for the parties and any permitted leasehold mortgagees. The Trustee shall be selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed. If the Proceeds are less than such amount, then the Proceeds shall be delivered to Lessee. Unless the casualty occurs within five (5) years of the Expiration Date of this Lease, Lessee shall promptly repair or replace the damaged and destroyed Improvements in substantially the form on the date of the casualty or in a manner reasonably satisfactory to Lessor. The Trustee shall pay or reimburse Lessee from the Proceeds for the cost of repair, restoration, or replacement on satisfactory proof of expenditure by Lessee, satisfactory evidence of sufficient progress on the work, and satisfactory evidence of sufficient funds available to complete restoration. The Trustee shall not be liable to the parties except in the event of gross negligence or fraud. The Trustee shall be entitled to deduct a customary and reasonable charge for its services. proceeds not used for the repair, restoration, or replacement of the Improvements shall be distributed on the same basis as any condemnation proceeds pursuant to the provisions of Section 21 below. If the damage occurs within five (5) years of the Expiration Date of this Lease, then Lessor shall have the option of Terminating this Lease and retaining all the Proceeds in excess of the amount required to pay the remaining balance, if any, on any permitted leasehold mortgages. Any dispute regarding the distribution of Proceeds shall be arbitrated.

- b. Lessee, at its expense, shall maintain at all times during the Term of this Lease public liability insurance in respect of the Premises and the conduct or operation of its business, with Lessor as additional insured, with \$1,000,000.00 minimum combined single-limit coverage, or its equivalent. casualty insurance policies shall include contractual liability, severability of interest, and cross-liability endorsements. When Lessee conducts demolition or excavation work, the exclusions now customarily referred to as the \underline{X} , \underline{C} , and \underline{U} exclusions shall be deleted from Lessee's liability insurance. Lessee shall deliver to Lessor and any additional named insured such fully paid-for policies or certificates of insurance, in a form satisfactory to Lessor, issued by the insurance company or its authorized agent, at least ten (10) days before the commencement date. Lessee shall procure and pay for renewals of such insurance from time to time before the expiration, and Lessee shall deliver to Lessor and any additional named insured such renewal policy or certificate at least thirty (30) days before the expiration of any existing policy. All insurance policies shall contain provisions whereby (1) losses shall be payable despite the negligence of any person having an insurable interest in the Improvements; (2) the Proceeds will be paid in accordance with the terms of this Lease; and (3) the policies cannot be cancelled or modified unless Lessor and any additional named insured are given at least twenty (20) days' prior written notice of such cancellation or modification.
- c. All insurance policies shall be written as primary policies and shall not be contributing with or be in excess of the coverage that either Lessor or Lessee may carry. All such insurance policies shall be issued in the name of Lessee, with Lessor and any permitted leasehold mortgagee being included in the insurance policy definition of who is an additional insured, shall contain a standard mortgagee's clause in form satisfactory to the permitted leasehold mortgagees, and shall be primary to any insurance available to Lessor.
- d. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor and any permitted leasehold mortgagee and that are qualified to do business in the State of Oregon. Executed copies of such policies of insurance shall be delivered to any permitted leasehold mortgagee and certificates shall be delivered to Lessor within thirty (30) days after the Project is completed and thereafter within thirty (30) days before the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give Lessor and any permitted leasehold mortgagee thirty (30) days' written notice in advance of any cancellation, substantial change of coverage, or the effective date of any reduction in amount of insurance.

- e. The obligations of Lessee to carry the insurance provided for may be brought within the coverage of a so-called blanket policy or policies of insurance; provided, however:
 - (i). That the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance;
 - (ii). That the requirements set forth are otherwise satisfied; and
 - (iii). That, as to all insurance, Lessor and any permitted leasehold mortgagee shall be named as additional insured.
- f. Lessor may from time to time, but not more frequently than once every three years, require that the amount of public liability insurance to be maintained by Lessee under this section be increased so that the amount adequately protects Lessor's interest based on amounts of coverage required of comparable tenants in comparable buildings.
- 14. COOPERATION: Lessee shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, nonconforming uses), privileges, franchises, and concessions that now apply to property contained in the foreign trade zone (whether presently included or subsequently added) or that have been granted to or contracted for by Lessor in connection with any existing or presently contemplated tenants or use of the foreign trade zone properties. Lessor and Lessee agree to cooperate with one another to facilitate the development of property located within the foreign trade zone by and among multiple users, and to that extent, Lessee agrees to the execution by Lessor of any easements, rights of ingress and egress, and similar matters to parties other than Lessee, so long as such rights granted by Lessor do not unreasonably interfere with the use and enjoyment of the Premises by Lessee.

15. WAIVER OF SUBROGATION RIGHTS BY LESSEE:

- Lessee agrees to carry fire insurance with extended coverage on the building and Improvements owned by Lessee which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as may be necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.
- b. Lessee agrees to carry fire insurance with extended coverage on the inventory, furniture, fixtures, Improvements and

equipment made and placed by Lessee in and upon the Premises which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as are necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.

- express or implied, as to the condition, merchantability or fitness of the Premises or the suitability of the Premises for the Lessee's purposes or needs. Prior to executing this Sublease, the Lessee has inspected the Premises and has become thoroughly acquainted with the condition of the Premises. The Lessee agrees to take and accept the Premises AS-IS. Lessee shall assume all liability, cost and expense incurred or obligation required in order to comply with the Americans with Disabilities Act or comparable laws or regulations.
- 17. RELEASE AND WAIVER OF LIABILITY: Each of the parties hereby releases the other party and the other party's employees from any and all liability and waives the right of recovery against the other party and the other party's employees for any loss or damage to property resulting from fire, explosion or other casualty enumerated in a standard fire insurance policy with extended coverage irrespective of whether the limits thereof are sufficient to fully cover such loss or damage.
- 18. QUIET ENJOYMENT: If and as long as Lessee pays the rent herein specified and performs all of Lessee's obligations hereunder, Lessee shall quietly enjoy the Premises.
- 19. <u>ALTERATIONS</u>: Lessee may not make any additions to or alterations of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld. Any additions or alterations of the Premises shall become part of the realty and belong to the Lessor.
- 20. EMINENT DOMAIN TOTAL TAKING: If a condemning authority takes all the Premises or portions sufficient to render the remaining Premises reasonably unsuitable for the use which the Lessee was then making of the Premises, the Sublease shall terminate as of the date the title vests in the condemning authorities. Lessor shall be entitled to all of the proceeds of condemnation

except tenant Improvements and the Lessee shall have no claim against Lessor as a result of the condemnation.

- 21. EMINENT DOMAIN PARTIAL TAKING: If a portion of the Premises is condemned and Paragraph 19 does not apply, the Sublease shall continue on the following terms:
 - a. Lessor shall be entitled to all of the proceeds of condemnation except tenant Improvements and Lessee shall have no claims against Lessor as a result of the condemnation.
 - b. Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Premises are untenantable during the period of alteration and repair.
 - authority or an earlier date on which alterations and repairs are commenced by Lessor to restore the balance of the property in anticipation of taking, the rent shall be reduced commensurately with the reduction in value of the Premises, as an economic unit, on account of the partial taking. If the parties are unable to agree upon the amount of reduction of rent, the amount of such reduction shall be determined by arbitration to be conducted in accordance with the statutes of the State of Oregon relating to arbitration. Lessor shall select one arbitrator, Lessee shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the majority of the arbitrators as to the amount of the reduction of monthly rental shall be final and binding upon the parties hereto.
 - d. If a portion of the Lessor's property not included in the Premises is taken and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply and the rent shall be reduced to the extent of diminution of the Premises as though a portion had been physically taken.
 - e. In no event shall Lessor's liability hereunder exceed the amount of proceeds or condemnation reviewed by Lessor.
- 22. EMINENT DOMAIN SALE IN LIEU OF CONDEMNATION: Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of exercise of the power shall be treated as a taking by condemnation.

- 23. <u>LESSOR'S RIGHT OF INSPECTION</u>: Lessor, Lessor's agents and representatives, shall, at all reasonable times, have the right to enter upon and inspect the Premises.
- 24. <u>ASSIGNMENT</u>: Lessee shall not assign or sublease this Sublease without first obtaining the written consent of Lessor. Lessor agrees not to arbitrarily withhold giving such consent.
- 25. <u>TIME OF ESSENCE</u>: Time is of the essence of this Sublease and waiver by Lessor in enforcing any of the terms and conditions hereof shall not constitute a waiver of Lessor's rights to insist upon strict compliance with such terms and conditions in the future.
 - 26. DEFAULT: The following shall be events of default:
 - a. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
 - b. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of rent or other charges), within ten (10) days after written notice by Lessor specifying the particulars in which Lessor claims that Lessee is in default and Lessee shall have said period of time within which to remove any such default.
 - c. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver for the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.
 - d. Failure of Lessee for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this Sublease unless such failure is excused under other provisions of this Sublease.

27. REMEDIES ON DEFAULT:

- a. In the event of a default, the Sublease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice may be given before or within the running of any grace period for default and may be included in a notice of failure of compliance given pursuant to Paragraph 27, subparagraph (b) hereof. If the Premises are abandoned by Lessee in connection with a default termination shall be automatic and without notice.
- b. If the Sublease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default.

- c. If the Sublease is terminated for any reason, Lessee's liability to Lessor for damages shall survive such termination and the rights and obligations of the parties shall be as follows:
 - (i). Lessee shall vacate the Premises immediately, remove any property of Lessee, including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the Premises in the condition required at the end of the term and deliver all keys to Lessor.
 - (ii). Lessor may re-enter, take possession of the Premises and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.
- d. Following re-entry Lessor may relet the Premises and in that connection may:
 - (i). Make any suitable alterations or refurbish the Premises or both or change the use of the Premises, but Lessor shall not be required to relet for any use or purpose (other than that specified in the Sublease), which Lessor may reasonably consider injurious to the Premises, or to any lessee which Lessor may reasonably consider objectionable.
 - (ii). Relet all or part of the Premises alone or in conjunction with other properties for a term longer or shorter than the term of this Sublease upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.
- e. In the event of termination on default, Lessor shall be entitled to recover immediately without waiting until the due date of any future rent or until the date fixed for expiration of the lease term the following amounts as damages:
 - (i). Any excess of (a) the value of all Lessee's obligations under this Sublease, including the obligation to pay rent from the date of default until the end of the term, over (b) the reasonable rental value of the Premises for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding eight percent (8%) per annum.
 - (ii). The reasonable costs of re-entry and reletting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, broker commissions and advertising costs.

- (iii). The loss of reasonable rental value from the date of default until a new lessee has been or with the exercise of reasonable efforts, could have been secured.
- f. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 28. ARBITRATION: Any claim, controversy, or dispute between the parties that arises out of or that relates to this Sublease agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the arbitration provisions of the Oregon Revised Statutes. Either party may initiate arbitration by providing written notice to the other party of its appointment of an arbitrator, and the issues to be resolved by arbitration. Within ten (10) days of receipt of such notice the second party shall inform the initiating party in writing of its appointment of arbitrator, and any additional issues to be arbitrated. The two arbitrators so appointed shall, within twenty (20) days of the appointment of the second arbitrator, select a third arbitrator who shall act as chairman of the arbitration panel, and the chairman shall in a timely manner set a date for hearing. All arbitrators shall be licensed professionals with at least ten (10) years experience in dealing with commercial real estate matters in their respective areas of expertise. All arbitrators shall agree to conduct an arbitration hearing and issue their final decision, within ninety (90) days of the date the third arbitrator is selected.

The decision of the arbitration panel shall be final and binding upon the parties and the award may be entered as a judgment in the Circuit Court for the State of Oregon in which the Premises are located. The arbitrators may award to either party such expenses, costs and professional fees as the arbitration panel deems just and equitable under the circumstances, and its determination of said award shall be final and binding upon the parties. In the event that an arbitrator is not selected as required by this Section, either party may apply to the presiding judge of the circuit court in which the Premises are located to appoint the required arbitrator.

This Section notwithstanding, Lessor may bring, maintain and conclude an action against Lessee for Forcible Entry or Wrongful Detainer, and this Section shall not apply to any dispute that is encompassed within such legal action.

- earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in first-class condition and broom clean. Alterations constructed by the Lessee with permission from the Lessor shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Paragraph 14 related to destruction.
- 30. ATTORNEY'S FEES: In the event that either party brings a legal action to enforce or interpret the arbitration provisions of Section 28, or in the event Lessor files a Forcible Entry or Wrongful Detainer suit, the prevailing party in such action shall be entitled to recover, in addition to its costs and disbursements, reasonable attorney and other professional fees as the court may adjudge reasonable in such legal action, and in any appeal therefrom.
- 31. <u>ISSUANCE OF PERMITS</u>: Lessee shall be responsible for obtaining any and all permits required by them for their intended use of the Premises.
- 32. <u>DEO PERMIT</u>: In the event that the nature of Lessee's business operations upon the leased Premises shall require the issuance of a permit or permits by the State of Oregon's Department of Environmental Quality, then the Lessee shall make application for and obtain issuance of such permit or permits before commencing Lessee's business operations. Lessee shall furnish Lessor with a copy of any permit at the time of its issuance and shall likewise promptly furnish Lessor with a copy of any amendment or modifications to the permit. After the issuance of any permit or permits, Lessee shall conform to all conditions for compliance and with any rules and standards adopted by the Environmental Quality Commission.
- 33. MASTER LEASE: Except as specifically provided for herein, this Sublease is expressly made subject to all the terms and conditions of the Ground Lease of July 6, 1994 between Jackson County, Oregon as Lessor and Lessor Ore-Cal Trade Corporation as Lessee and Operating Agreement dated December 17, 1992. The

Lessee agrees to use the Premises in accordance with the terms of the Ground Lease and Operating Agreement and not to do or omit to do anything which will breach any of the terms thereof. If the Ground Lease and Operating Agreement are terminated, this Sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Lessee provided that such termination is not the result of a breach by Lessee of the Sublease.

- 34. <u>INTEREST ON RENT AND OTHER CHARGES</u>: Any rent or other payment required of Lessee by this Sublease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum from the date due until paid.
- 35. <u>NOTICES</u>: Any notice required or permitted under this Sublease shall be given when actually delivered or when deposited in the United States certified mail, postage prepaid, addressed as follows:

To Lessor: ORE-CAL TRADE CORPORATION

PO Box 1312 Medford, OR 97501

To Lessee: TRADE CONTAINMENT CENTER, Inc.

10440 S. Fork Little Butte Creek Rd.

Eagle Point, OR 97524

or to such other address as may be specified from time to time by either of the parties in writing.

- 36. <u>SUCCESSION</u>: Subject to the above-stated limitations on transfer of Lessee's interest, this Sublease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 37. <u>AMENDMENTS</u>: This Sublease may not be amended or modified except in writing signed by all parties.
- 38. <u>FOREIGN TRADE ZONE</u>: The Premises are proposed to be included in the Foreign Trade Zone adjacent to the Medford Jackson County Airport and will be subject to all of the terms and conditions imposed by the United States Department of Commerce and the terms and conditions established by the Zone Operator.
- 39. <u>PARKING/TURN AROUND</u>: In addition to the footprint of the INS building, the Premises shall include areas "A", "B", "C", and "D" as depicted on Exhibit "B". Area "A" will be used as a large vehicle and bus turn around and

secured parking. Areas "B", "C", and "D" shall comprise at least twenty-one (21) individual parking slots which shall be exclusive parking to be used in conjunction with the INS building.

- 40. CONSTRUCTION, REPAIR, AND MAINTENANCE OF PARKING AREAS: The parking areas referred to in section 39 shall be constructed by Lessor. Lessee shall pay to Lessor a total of Ten Thousand, Five Hundred Dollars (\$10,500) to reimburse Lessor for striping the parking area and landscaping the common area as described below. During the term of this Lease Lessee shall be responsible for, at Lessee's cost and expense, all repair, maintenance, or restriping of the parking areas, and any maintenance or re-landscaping of the Premises. Lessee shall be solely responsible for landscaping which may be required by any government agency on the Premises. Lessor shall be responsible for landscaping within the common area as described below.
- 41. <u>COMMON AREA</u>: Lessee shall have ingress and egress to the Premises over and through certain common areas which shall also serve as ingress and egress to adjacent buildings as depicted on Exhibits "B" and "C". Lessee, its subtenants, customers, employees and visitors may park in these common areas on a non-exclusive basis, along with other tenants in the area. Lessor shall be responsible for constructing and maintaining the landscaping and paving in the common area. Configuration of the access routes, parking and landscaping within the common area may be changed from time to time at Lessor's discretion.
- 42. STATUTORY DISCLOSURE: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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IN WITNESS WHEREOF the parties have executed this agreement the day and year first hereinabove written.

ORE-CAL TRADE CORPORATION

Nike Burrivi

Its: Chairman of the Board

"Lessor"

TRADE CONTAINMENT CENTER, INC.

Bv:

Michael J. McCulloch, President

"Lessee"

ASSIGNMENT OF AMENDED SUBLEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned Trade Containment Center, Inc., an Oregon corporation, hereinafter referred to as "Assignor" hereby assigns, sets over and transfers to BM2W, an Oregon Limited Liability Company, hereinafter referred to as "Assignee" all its right, title and interest in and to that certain Amended Sublease, dated January 1, 1998 between ORE-CAL Trade Corporation, an Oregon corporation, hereinafter referred to as ("Lessor") and Trade Containment Center, Inc., an Oregon corporation, hereinafter referred to as ("Lessee"), a copy of which Amended Sublease is attached hereto marked Exhibit "A" and by this reference incorporated herein.

Assignor has obtained the consent to this Assignment pursuant to Paragraph 24, Page 12 of the Amended Sublease and such consent to assignment is attached hereto marked Exhibit "B" and by this reference incorporated herein.

By signing below, the Assignee, BM2W, LLC, agrees to be bound by and to perform the terms of the Amended Sublease and agrees to indemnify Assignor from all liability and obligations under the terms of such Amended Sublease.

DATED this 9 day of February, 1998.

ASSIGNOR:

ASSIGNEE:

TRADE CONTAINMENT CENTER, INC. BM2W, LLC

Michael J. McCulloch,

President

By Mill / Mill

Michael J. McCulloch,

Manager

Maria C. McLaughlin,

Maria C. McLaughiin,

Manager

AMENDED SUBLEASE

Entertut A

THIS SUBLEASE entered into this 1st day of January, 1998, between ORE-CAL TRADE CORPORATION, an Oregon corporation, hereinafter referred to as "Lessor," and TRADE CONTAINMENT CENTER, INC., an Oregon corporation, hereinafter referred to as "Lessee."

RECITALS:

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- A. Lessor has entered into a Ground Lease with Jackson County, Oregon ("County") dated July 6, 1992, pertaining to certain real property located in and around the Medford/Jackson County Airport, the terms and conditions of which are incorporated herein.
- B. Pursuant to the terms and conditions of said Ground Lease and an Operating Agreement between County and Lessor dated December 17, 1992, Lessor and Lessee have previously entered into a Sublease dated January 1, 1996 covering the property described therein.
- C. The parties now desire to amend said Sublease to include additional property, and to amend or clarify other issues with respect to the lease.
- D. Lessee is in the process of constructing Phase One of an INS building which, when fully completed, will comprise a total footprint of approximately 14,208 square feet. Phase One of the INS building consists of approximately one-half of the footprint of the final anticipated building. It is anticipated by the parties that Phase Two which will constitute the remainder of the building will be constructed within approximately five (5) years.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES. A legal description which provides a description of the land upon which the INS building is to be constructed is attached hereto as Exhibit "A". A location map showing the approximate location of the building and the surrounding parking is attached as Exhibit "B". A diagram of the general area surrounding the building and showing the approximate location of other buildings in the area is attached hereto as Exhibit "C". The term "premises" as used herein refers to the land under the INS building as described on Exhibit "A", and in addition the surrounding parking areas depicted on Exhibit "B", and described in more particularity in section 39 below.

- 2. TERM: This Amended Sublease shall commence on January 1, 1998, and shall terminate on November 30, 2022.
- 2.1 Additional Lease Terms: Provided that this Sublease has not otherwise been terminated, and provided further that Lessee is not then in default under this Sublease, Lessee shall have the right to renew this lease for one (1) additional term of 25 years, upon the same terms upon the same terms and conditions as are set forth herein, except that the rent for the renewal period shall be the fair rental value of the Premises as agreed upon between the parties. In the event the parties are unable to agree upon the fair rental value for the renewal period, rent for that period shall be determined by arbitration pursuant to Section 28 herein.
- 2.2 Notice of Renewal: Lessee's option to renew must be exercised, if at all, by a writing delivered to Lessor more than 180 days before the expiration of the initial term, notifying Lessor that Lessee is exercising its option to renew for the additional term, and stating Lessee's proposed rent for the renewal term. If the parties have not agreed upon rent for the renewal term prior to commencement of that term, Lessee shall continue to pay rent at the original rate until the matter is determined by arbitration. Within 30 days following the decision of the arbitrator, Lessee shall pay any additional rent established by arbitration for the renewal period. Arbitration shall be conducted according to the procedure set forth in Section 28 herein.
- 3. <u>BASE RENT</u>. Lessee agrees to pay to Lessor as base rent for the Premises during the first year of this Sublease the sum of sixteen & 7/10th (.167) cents per square foot per year, based upon a total square footage equal to three (3) times the footprint of the final anticipated building (14,208 square feet) or 42,624 square feet of total premises including a pro rata share of the common area. Base rent is payable annually in advance, on the first day of each year commencing with the first day of January, 1998. Base rent shall be subject to an annual CPI adjustment as provided in paragraph 4 below.
- 4. <u>ADJUSTMENT IN RENTAL</u>: There shall be an annual adjustment in the rent to be paid during each sublease year, commencing on January 1, 1999 and the first of each January thereafter during the term of this Sublease, including any

renewal terms. The adjustment in rent shall be calculated by adjusting the base rent for the coming year by the percentage of increase in the Consumer Price Index for the United States for the U. S. City Average for all urban consumers. The percentage increase of the CPI for the immediately past calendar year over that of the prior calendar year shall be the percentage of increase applied to the rent for the upcoming calendar year. By way of example if the 1997 CPI equalled 100, and the 1998 CPI equalled 105, there would be a five percent (5%) increase in the CPI, and the base rent for the 1999 calendar year would be increased by five percent (5%) over base rent for the 1998 calendar year.

property taxes and assessments levied or assessed against the Premises during the term of this Sublease, including Lessee's pro rata share of all common area parking spaces utilized by the INS building. Lessee shall reimburse Lessor for such property taxes and assessments within ten (10) days of receiving written notice from the Lessor of the amount of such taxes and that Lessor has paid the same. Taxes for the initial year of the Sublease shall be prorated as of the commencement date. Taxes for the year in which the Sublease is terminated shall be prorated as of the date of termination. Lessee may amortize payment for any special assessments which may be levied against the property by reason of municipal improvements over the most extended period allowable by the municipal authority.

6. CONSTRUCTION OF THE PROJECT:

Phase One of the Project is already under construction and is a. anticipated to be completed by the end of March, 1998. This building is hereinafter referred to as the "Project", and includes any future alterations, additions, replacements or modifications constructed on the Premises during the term of this lease, and are collectively referred to in this lease as the "Improvements". The preliminary plans and specifications for the Project are attached as Exhibit "D" and incorporated herein by reference. Lessee has determined that the Project is feasible and has or will obtain all necessary government approvals, consultants reports, financing commitments, final plans and specifications, design and construction contracts, and any other approvals, loan and lease commitments, or contracts necessary for the completion of the project. The parties anticipate that a second phase of the Project will be built over the next five (5) years, and at the completion of Phase Two the INS building will contain the entire footprint as described in Exhibit "A" will contain the warehouse Lessor will cooperate with Lessee in conjunction Project. with completion of Phase One and Phase Two of the Project,

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provided that Lessor shall not be required to pay any application fees or incur any other costs or liability in connection therewith.

- b. Lessee shall construct the Project in accordance with the final plans and specifications approved by Lessor, which approval shall not be unreasonably withheld or delayed. In the event of any dispute regarding the design of the Project, the matter shall be arbitrated in accordance with the provisions of Section 28 of this lease. Excavation for the foundation of the Project shall commence at a time to be agreed upon between the parties. Lessee shall, subject to acts of God, strikes or any other reason beyond the reasonable control of Lessee, diligently prosecute the work to completion as agreed upon by the parties. The work shall be performed in accordance with all applicable laws, rules and regulations, including, without limitation, zoning, land use, environmental and safety laws, rules and regulations and in a good and professional manner. Lessor retains the right to inspect the work at reasonable intervals subject to the supervision of Lessee and in a manner that will minimize any interference with the work.
- c. Title to the Improvements shall be and remain in Lessee until the expiration of the term, unless this lease is terminated sooner as provided. Upon such expiration or sooner termination, title to the Improvements shall automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor.
- d. Lessee further agrees to construct the Project in strict accordance with Master Plan/Foreign Trade Zone Medford-Jackson County Airport, Medford, Oregon and Master Plan Design Standards specified from time to time by Lessor and participate in any architectural review process which may be required by Lessor.
- 7. <u>NO WASTE</u>: Lessee shall not do or suffer any waste or damage, disfigurement, or injury to the Premises or the Improvements.
- 8. <u>LESSEE'S REPAIRS</u>: Lessee agrees to keep the foundation, structural portions, roof, electrical, plumbing and HVAC systems, glass and siding of all Improvements in good, clean, neat and safe condition and repair. Lessor shall be under no obligation to make any such repairs or to pay the costs thereof.
- 9. <u>UTILITIES AND PERSONAL PROPERTY TAXES</u>: Lessee agrees to pay for all water, gas, electricity, heat, sewer, trash collection and other services and utilities provided to the Premises. Lessee also agrees to pay as the same become due and payable all personal property taxes levied or assessed against the property belonging to Lessee, and Lessee agrees to keep the Premises free and clear of all liens and encumbrances.

10. USE OF PREMISES: Lessee agrees that:

- a. Lessee will conduct and operate on the Premises an office complex. Lessee will make no other use of the Premises without first obtaining the written consent of Lessor.
- b. Lessee will not make any unlawful or offensive use of the Premises.
- c. Lessee will not permit or allow the accumulation of litter or flammable material upon the Premises and will refrain from any other activity which would make it impossible to insure the Premises against casualty.
- d. Lessee shall refrain from storing on or discharging from or onto the Premises any hazardous wastes or toxic substances as defined by any applicable federal, state or local law, ordinance or regulation, except as permitted by, and in strict conformance with, all laws and regulations applicable to the operation of Lessee's business on the Premises.
- e. Lessee shall perform no act in the conduct of Lessee's operations upon the Premises or in Lessee's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials, or in violation of any federal laws or regulations concerning environmental matters or the regulation of Lessee's business on the Premises.
- f. Lessee will refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.
- g. Lessee will comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and submitted to Lessee in writing.

11. HOLD HARMLESS INDEMNIFICATION:

Lessee is and shall be in exclusive control of the Premises a. and of the Improvements, subject to the terms and conditions of this lease, and Lessor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements or any injury or damage to the Premises or to the Improvements or to any property, whether belonging to Lessee or to any other person, caused by any fire, breakage, leakage, defect or bad condition at any part or portion of the Premises or of the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subservice, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Improvements or from any kind of injury that may arise from any other cause whatsoever

on the Premises or in or on the Improvements, including defects in construction of the Improvements, blatant or otherwise.

- b. Lessee shall indemnify and hold Lessor harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorneys fees, that may be imposed on or incurred by or asserted against Lessor by reason of any of the following occurrences during the term:
 - (i). Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Lessor or any party other than Lessor;
 - (ii). Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
 - (iii). Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees;
 - (iv). Any accident, injury or damage to any person or property occurring in, on, or about the Premises or the Improvements; or
 - (v). Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this lease on its part to be performed or complied with.
- In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing, which approval shall not be unreasonably withheld. Lessor shall not make any claim against Lessee with respect to any of such risks as to which Lessee has furnished Lessor with insurance policies or certificates of insurance evidencing coverage of such risks unless and until the insurer fails or refuses to defend and/or pay all or any part of a third-party claim.
- LIENS AND ENCUMBRANCES: Except with respect to activities for which Lessor is responsible, the Lessee shall pay as due all claims for work done on or for services rendered or materials furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the costs as additional rent. Any amounts so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

13. INSURANCE:

Lessee, at Lessee's sole cost and expense, shall maintain, for the mutual benefit of Lessee, Lessor, and any Permitted Leasehold Mortgagee, casualty insurance covering loss or damage by fire, and other risks as may be embraced within all-risk insurance insuring the full replacement cost (excluding foundation and excavation cost) of the Improvements. If all-risk insurance becomes unavailable, then Lessee shall insure the Improvements with such coverage as is customary from time to time for comparable first-class buildings in the Medford area. The amount of such insurance policy shall be increased from time to time as the full replacement cost of the Improvements increases. Any dispute regarding insurance matters shall be arbitrated by the parties in accordance with Section 28 herein.

In the event of any casualty damage to the Improvements, Lessor may make proof of loss if Lessee fails to do so within fifteen (15) days of the casualty and after ten (10) days' written notice from Lessor of its intent to do so. If the insurance proceeds (the "Proceeds") of any insurance on the Improvements equal more than ten percent (10%) of the replacement cost of the Improvements, then all Proceeds shall be paid to the first leasehold mortgagee, if any, to the extent of its mortgage, and the balance to a bank trust department (the "Trustee") as trustee for the parties and any permitted leasehold mortgagees. The Trustee shall be selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed. If the Proceeds are less than such amount, then the Proceeds shall be delivered to Lessee. Unless the casualty occurs within five (5) years of the Expiration Date of this Lease, Lessee shall promptly repair or replace the damaged and destroyed Improvements in substantially the form on the date of the casualty or in a manner reasonably satisfactory to Lessor. The Trustee shall pay or reimburse Lessee from the Proceeds for the cost of repair, restoration, or replacement on satisfactory proof of expenditure by Lessee, satisfactory evidence of sufficient progress on the work, and satisfactory evidence of sufficient funds available to complete restoration. The Trustee shall not be liable to the parties except in the event of gross negligence or fraud. The Trustee shall be entitled to deduct a customary and reasonable charge for its services. proceeds not used for the repair, restoration, or replacement of the Improvements shall be distributed on the same basis as any condemnation proceeds pursuant to the provisions of Section 21 below. If the damage occurs within five (5) years of the Expiration Date of this Lease, then Lessor shall have the option of Terminating this Lease and retaining all the Proceeds in excess of the amount required to pay the remaining balance, if any, on any permitted leasehold mortgages. Any dispute regarding the distribution of Proceeds shall be arbitrated.

- b. Lessee, at its expense, shall maintain at all times during the Term of this Lease public liability insurance in respect of the Premises and the conduct or operation of its business, with Lessor as additional insured, with \$1,000,000.00 minimum combined single-limit coverage, or its equivalent. casualty insurance policies shall include contractual liability, severability of interest, and cross-liability endorsements. When Lessee conducts demolition or excavation work, the exclusions now customarily referred to as the X, C, and U exclusions shall be deleted from Lessee's liability insurance. Lessee shall deliver to Lessor and any additional named insured such fully paid-for policies or certificates of insurance, in a form satisfactory to Lessor, issued by the insurance company or its authorized agent, at least ten (10) days before the commencement date. Lessee shall procure and pay for renewals of such insurance from time to time before the expiration, and Lessee shall deliver to Lessor and any additional named insured such renewal policy or certificate at least thirty (30) days before the expiration of any existing All insurance policies shall contain provisions whereby (1) losses shall be payable despite the negligence of any person having an insurable interest in the Improvements; (2) the Proceeds will be paid in accordance with the terms of this Lease; and (3) the policies cannot be cancelled or modified unless Lessor and any additional named insured are given at least twenty (20) days' prior written notice of such cancellation or modification.
- and shall not be contributing with or be in excess of the coverage that either Lessor or Lessee may carry. All such insurance policies shall be issued in the name of Lessee, with Lessor and any permitted leasehold mortgagee being included in the insurance policy definition of who is an additional insured, shall contain a standard mortgagee's clause in form satisfactory to the permitted leasehold mortgagees, and shall be primary to any insurance available to Lessor.
- All policies of insurance shall be issued by good, responsible d. companies, reasonably acceptable to Lessor and any permitted leasehold mortgagee and that are qualified to do business in the State of Oregon. Executed copies of such policies of insurance shall be delivered to any permitted leasehold mortgagee and certificates shall be delivered to Lessor within thirty (30) days after the Project is completed and thereafter within thirty (30) days before the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give Lessor and any permitted leasehold mortgagee thirty (30) days' written notice in advance of any cancellation, substantial change of coverage, or the effective date of any reduction in amount of insurance.

- e. The obligations of Lessee to carry the insurance provided for may be brought within the coverage of a so-called blanket policy or policies of insurance; provided, however:
 - (i). That the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance;
 - (ii). That the requirements set forth are otherwise satisfied; and
 - (iii). That, as to all insurance, Lessor and any permitted leasehold mortgagee shall be named as additional insured.
- f. Lessor may from time to time, but not more frequently than once every three years, require that the amount of public liability insurance to be maintained by Lessee under this section be increased so that the amount adequately protects Lessor's interest based on amounts of coverage required of comparable tenants in comparable buildings.
- 14. COOPERATION: Lessee shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, nonconforming uses), privileges, franchises, and concessions that now apply to property contained in the foreign trade zone (whether presently included or subsequently added) or that have been granted to or contracted for by Lessor in connection with any existing or presently contemplated tenants or use of the foreign trade zone properties. Lessor and Lessee agree to cooperate with one another to facilitate the development of property located within the foreign trade zone by and among multiple users, and to that extent, Lessee agrees to the execution by Lessor of any easements, rights of ingress and egress, and similar matters to parties other than Lessee, so long as such rights granted by Lessor do not unreasonably interfere with the use and enjoyment of the Premises by Lessee.

15. WAIVER OF SUBROGATION RIGHTS BY LESSEE:

- a. Lessee agrees to carry fire insurance with extended coverage on the building and Improvements owned by Lessee which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as may be necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.
- b. Lessee agrees to carry fire insurance with extended coverage on the inventory, furniture, fixtures, Improvements and

equipment made and placed by Lessee in and upon the Premises which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as are necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.

- express or implied, as to the condition, merchantability or fitness of the Premises or the suitability of the Premises for the Lessee's purposes or needs. Prior to executing this Sublease, the Lessee has inspected the Premises and has become thoroughly acquainted with the condition of the Premises. The Lessee agrees to take and accept the Premises AS-IS. Lessee shall assume all liability, cost and expense incurred or obligation required in order to comply with the Americans with Disabilities Act or comparable laws or regulations.
- 17. RELEASE AND WAIVER OF LIABILITY: Each of the parties hereby releases the other party and the other party's employees from any and all liability and waives the right of recovery against the other party and the other party's employees for any loss or damage to property resulting from fire, explosion or other casualty enumerated in a standard fire insurance policy with extended coverage irrespective of whether the limits thereof are sufficient to fully cover such loss or damage.
- 18. QUIET ENJOYMENT: If and as long as Lessee pays the rent herein specified and performs all of Lessee's obligations hereunder, Lessee shall quietly enjoy the Premises.
- 19. <u>ALTERATIONS</u>: Lessee may not make any additions to or alterations of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld. Any additions or alterations of the Premises shall become part of the realty and belong to the Lessor.
- 20. EMINENT DOMAIN TOTAL TAKING: If a condemning authority takes all the Premises or portions sufficient to render the remaining Premises reasonably unsuitable for the use which the Lessee was then making of the Premises, the Sublease shall terminate as of the date the title vests in the condemning authorities. Lessor shall be entitled to all of the proceeds of condemnation

except tenant Improvements and the Lessee shall have no claim against Lessor as a result of the condemnation.

- 21. <u>EMINENT DOMAIN PARTIAL TAKING</u>: If a portion of the Premises is condemned and Paragraph 19 does not apply, the Sublease shall continue on the following terms:
 - a. Lessor shall be entitled to all of the proceeds of condemnation except tenant Improvements and Lessee shall have no claims against Lessor as a result of the condemnation.
 - b. Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Premises are untenantable during the period of alteration and repair.
 - c. After the date on which title vests in the condemning authority or an earlier date on which alterations and repairs are commenced by Lessor to restore the balance of the property in anticipation of taking, the rent shall be reduced commensurately with the reduction in value of the Premises, as an economic unit, on account of the partial taking. parties are unable to agree upon the amount of reduction of rent, the amount of such reduction shall be determined by arbitration to be conducted in accordance with the statutes of the State of Oregon relating to arbitration. Lessor shall select one arbitrator, Lessee shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the majority of the arbitrators as to the amount of the reduction of monthly rental shall be final and binding upon the parties hereto.
 - d. If a portion of the Lessor's property not included in the Premises is taken and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply and the rent shall be reduced to the extent of diminution of the Premises as though a portion had been physically taken.
 - e. In no event shall Lessor's liability hereunder exceed the amount of proceeds or condemnation reviewed by Lessor.
- 22. EMINENT DOMAIN SALE IN LIEU OF CONDEMNATION: Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of exercise of the power shall be treated as a taking by condemnation.

- 23. <u>LESSOR'S RIGHT OF INSPECTION</u>: Lessor, Lessor's agents and representatives, shall, at all reasonable times, have the right to enter upon and inspect the Premises.
- 24. ASSIGNMENT: Lessee shall not assign or sublease this Sublease without first obtaining the written consent of Lessor. Lessor agrees not to arbitrarily withhold giving such consent.
- 25. <u>TIME OF ESSENCE</u>: Time is of the essence of this Sublease and waiver by Lessor in enforcing any of the terms and conditions hereof shall not constitute a waiver of Lessor's rights to insist upon strict compliance with such terms and conditions in the future.
 - 26. <u>DEFAULT</u>: The following shall be events of default:
 - a. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
 - b. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of rent or other charges), within ten (10) days after written notice by Lessor specifying the particulars in which Lessor claims that Lessee is in default and Lessee shall have said period of time within which to remove any such default.
 - c. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver for the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.
 - d. Failure of Lessee for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this Sublease unless such failure is excused under other provisions of this Sublease.

27. REMEDIES ON DEFAULT:

- a. In the event of a default, the Sublease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice may be given before or within the running of any grace period for default and may be included in a notice of failure of compliance given pursuant to Paragraph 27, subparagraph (b) hereof. If the Premises are abandoned by Lessee in connection with a default termination shall be automatic and without notice.
- b. If the Sublease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default.

- c. If the Sublease is terminated for any reason, Lessee's liability to Lessor for damages shall survive such termination and the rights and obligations of the parties shall be as follows:
 - (i). Lessee shall vacate the Premises immediately, remove any property of Lessee, including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the Premises in the condition required at the end of the term and deliver all keys to Lessor.
 - (ii). Lessor may re-enter, take possession of the Premises and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.
- d. Following re-entry Lessor may relet the Premises and in that connection may:
 - (i). Make any suitable alterations or refurbish the Premises or both or change the use of the Premises, but Lessor shall not be required to relet for any use or purpose (other than that specified in the Sublease), which Lessor may reasonably consider injurious to the Premises, or to any lessee which Lessor may reasonably consider objectionable.
 - (ii). Relet all or part of the Premises alone or in conjunction with other properties for a term longer or shorter than the term of this Sublease upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.
- e. In the event of termination on default, Lessor shall be entitled to recover immediately without waiting until the due date of any future rent or until the date fixed for expiration of the lease term the following amounts as damages:
 - (i). Any excess of (a) the value of all Lessee's obligations under this Sublease, including the obligation to pay rent from the date of default until the end of the term, over (b) the reasonable rental value of the Premises for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding eight percent (8%) per annum.
 - (ii). The reasonable costs of re-entry and reletting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, broker commissions and advertising costs.

- (iii). The loss of reasonable rental value from the date of default until a new lessee has been or with the exercise of reasonable efforts, could have been secured.
- f. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 28. ARBITRATION: Any claim, controversy, or dispute between the parties that arises out of or that relates to this Sublease agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the arbitration provisions of the Oregon Revised Statutes. Either party may initiate arbitration by providing written notice to the other party of its appointment of an arbitrator, and the issues to be resolved by arbitration. Within ten (10) days of receipt of such notice the second party shall inform the initiating party in writing of its appointment of arbitrator, and any additional issues to be arbitrated. The two arbitrators so appointed shall, within twenty (20) days of the appointment of the second arbitrator, select a third arbitrator who shall act as chairman of the arbitration panel, and the chairman shall in a timely manner set a date for hearing. All arbitrators shall be licensed professionals with at least ten (10) years experience in dealing with commercial real estate matters in their respective areas of expertise. All arbitrators shall agree to conduct an arbitration hearing and issue their final decision, within ninety (90) days of the date the third arbitrator is selected.

The decision of the arbitration panel shall be final and binding upon the parties and the award may be entered as a judgment in the Circuit Court for the State of Oregon in which the Premises are located. The arbitrators may award to either party such expenses, costs and professional fees as the arbitration panel deems just and equitable under the circumstances, and its determination of said award shall be final and binding upon the parties. In the event that an arbitrator is not selected as required by this Section, either party may apply to the presiding judge of the circuit court in which the Premises are located to appoint the required arbitrator.

This Section notwithstanding, Lessor may bring, maintain and conclude an action against Lessee for Forcible Entry or Wrongful Detainer, and this Section shall not apply to any dispute that is encompassed within such legal action.

- earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in first-class condition and broom clean. Alterations constructed by the Lessee with permission from the Lessor shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Paragraph 14 related to destruction.
- 30. ATTORNEY'S FEES: In the event that either party brings a legal action to enforce or interpret the arbitration provisions of Section 28, or in the event Lessor files a Forcible Entry or Wrongful Detainer suit, the prevailing party in such action shall be entitled to recover, in addition to its costs and disbursements, reasonable attorney and other professional fees as the court may adjudge reasonable in such legal action, and in any appeal therefrom.
- 31. <u>ISSUANCE OF PERMITS</u>: Lessee shall be responsible for obtaining any and all permits required by them for their intended use of the Premises.
- 32. DEQ PERMIT: In the event that the nature of Lessee's business operations upon the leased Premises shall require the issuance of a permit or permits by the State of Oregon's Department of Environmental Quality, then the Lessee shall make application for and obtain issuance of such permit or permits before commencing Lessee's business operations. Lessee shall furnish Lessor with a copy of any permit at the time of its issuance and shall likewise promptly furnish Lessor with a copy of any amendment or modifications to the permit. After the issuance of any permit or permits, Lessee shall conform to all conditions for compliance and with any rules and standards adopted by the Environmental Quality Commission.
- 33. MASTER LEASE: Except as specifically provided for herein, this Sublease is expressly made subject to all the terms and conditions of the Ground Lease of July 6, 1994 between Jackson County, Oregon as Lessor and Lessor Ore-Cal Trade Corporation as Lessee and Operating Agreement dated December 17, 1992. The

Lessee agrees to use the Premises in accordance with the terms of the Ground Lease and Operating Agreement and not to do or omit to do anything which will breach any of the terms thereof. If the Ground Lease and Operating Agreement are terminated, this Sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Lessee provided that such termination is not the result of a breach by Lessee of the Sublease.

- 34. <u>INTEREST ON RENT AND OTHER CHARGES</u>: Any rent or other payment required of Lessee by this Sublease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum from the date due until paid.
- 35. <u>NOTICES</u>: Any notice required or permitted under this Sublease shall be given when actually delivered or when deposited in the United States certified mail, postage prepaid, addressed as follows:

To Lessor: ORE-CAL TRADE CORPORATION

PO Box 1312 Medford, OR 97501

To Lessee: TRADE CONTAINMENT CENTER, Inc.

10440 S. Fork Little Butte Creek Rd.

Eagle Point, OR 97524

or to such other address as may be specified from time to time by either of the parties in writing.

- 36. <u>SUCCESSION</u>: Subject to the above-stated limitations on transfer of Lessee's interest, this Sublease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 37. <u>AMENDMENTS</u>: This Sublease may not be amended or modified except in writing signed by all parties.
- 38. <u>FOREIGN TRADE ZONE</u>: The Premises are proposed to be included in the Foreign Trade Zone adjacent to the Medford Jackson County Airport and will be subject to all of the terms and conditions imposed by the United States Department of Commerce and the terms and conditions established by the Zone Operator.
- 39. <u>PARKING/TURN AROUND</u>: In addition to the footprint of the INS building, the Premises shall include areas "A", "B", "C", and "D" as depicted on Exhibit "B". Area "A" will be used as a large vehicle and bus turn around and

secured parking. Areas "B", "C", and "D" shall comprise at least twenty-one (21) individual parking slots which shall be exclusive parking to be used in conjunction with the INS building.

- 40. CONSTRUCTION, REPAIR, AND MAINTENANCE OF PARKING AREAS: The parking areas referred to in section 39 shall be constructed by Lessor. Lessee shall pay to Lessor a total of Ten Thousand, Five Hundred Dollars (\$10,500) to reimburse Lessor for striping the parking area and landscaping the common area as described below. During the term of this Lease Lessee shall be responsible for, at Lessee's cost and expense, all repair, maintenance, or restriping of the parking areas, and any maintenance or re-landscaping of the Premises. Lessee shall be solely responsible for landscaping which may be required by any government agency on the Premises. Lessor shall be responsible for landscaping within the common area as described below.
- 41. COMMON AREA: Lessee shall have ingress and egress to the Premises over and through certain common areas which shall also serve as ingress and egress to adjacent buildings as depicted on Exhibits "B" and "C". Lessee, its subtenants, customers, employees and visitors may park in these common areas on a non-exclusive basis, along with other tenants in the area. Lessor shall be responsible for constructing and maintaining the landscaping and paving in the common area. Configuration of the access routes, parking and landscaping within the common area may be changed from time to time at Lessor's discretion.
- 42. STATUTORY DISCLOSURE: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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IN WITNESS WHEREOF the parties have executed this agreement the day and year first hereinabove written.

ORE-CAL TRADE CORPORATION

Mike Bürridl

Its: Chairman of the Board

"Lessor"

TRADE CONTAINMENT CENTER, INC.

Bv:

Michael J. McCulloch, President

"Lessee"

GROUND LEASE

THIS GROUND LEASE is made this _____ day of _____,
1994, between JACKSON COUNTY, OREGON ("County"), and ORE-CAL TRADE
CORPORATION, an Oregon corporation whose place of business is in
Jackson County, Oregon ("Ore-Cal").

RECITALS:

- A. County is the owner of real property situated in Medford, Jackson County, Oregon, as described on Exhibit "A."
- B. County and Ore-Cal have entered into an Operating Agreement dated December 17, 1992, which is attached hereto as Exhibit "B", and by this reference the terms and conditions of that agreement are incorporated herein.

NOW, THEREFORE, it is agreed as follows:

- Property: County leases to Ore-Cal and Ore-Cal rents from County the real property described in Exhibit "A" (the "Property"), subject to the terms and conditions set forth herein and in the Operating Agreement. Exhibit "A" shall consist of three areas for regulatory purposes described as follows:
 - 1.1 Area A: Required common use areas, such as taxiways, ramps, safety areas, building restriction areas, roadways, etc., for which no lease space compensation or rent will be required unless and until such property is added by written amendment for the use of Ore-Cal at a later date.
 - 1.2 Area B: Area B represents areas within the Property which
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are not Area A properties and are not areas in which Ore-Cal is engaged in active development. Active development includes the building of buildings and/or structures and foundations but does not include preparatory work such as the installation of utilities and roads.

- 1.3 Area C: Area C represents an area within the Property which is neither Area A nor Area B property and which is the subject of active development by Ore-Cal. Area C property will expand from time to time as development by Ore-Cal within the property occurs. For purposes of determining the area of active development, it will be presumed to cover a building site and such additional ground as is necessary to meet setback and parking area requirements prescribed by the appropriate zoning authority.
- 1.4 Certain Rights of Ore-Cal Respecting Area B Property: If during the term of this Ground Lease, County receives a written proposal acceptable to County to develop property within Area B from a third party, County shall provide Ore-Cal with a right of first refusal as follows:
 - 1.4.1 County shall provide written notice to Ore-Cal stating the name of the prospective third-party developer, and the terms and conditions under which the development is proposed;
 - 1.4.2 Within thirty (30) days after receipt of a notice of proposed development from the County, Ore-Cal may

elect to undertake the development on terms and conditions at least as favorable as those which are set forth in the notice of proposed development by notifying County in writing;

- 1.4.3 If Ore-Cal elects to undertake the proposed development, it shall do so, following the time lines established within the notice of proposed development, except as said time lines may be altered by events beyond the reasonable control of Ore-Cal.
- 1.4.4 If Ore-Cal does not exercise its right of first refusal, County may award the development to the proposed developer on terms and conditions substantially similar to those then imposed by Ore-Cal on similar developments located within the foreign trade zone including such fees and costs charged for reasonable compensation for services and infrastructure provided by Ore-Cal.
- 1.4.5 Jackson County shall receive ground rent for the ground occupied by any building built by or on behalf of the proposed developer in an amount and calculated as set out in Section 3 of this lease. Said ground rent will be paid to county by the proposed developer.
- 1.4.6 Notwithstanding the foregoing, Ore-Cal shall retain the exclusive right to develop property within Area B for a period of ten (10) years following the date

on which the foreign trade zone status is approved by the Foreign Trade Zone Board. Until development is commenced, no rent shall be payable for such property.

- 1.4.7 County shall not undertake to develop the Property during the term of the Operating Agreement or this lease.
- 1.4.8 County shall not negotiate with third parties who have contacted Ore-Cal, any real estate broker employed by Ore-Cal, or other agents of Ore-Cal, directly or indirectly, regarding the development of the Property at any time within thirty-six (36) months preceding any contact by the third party with the County.
- 2. Term: The term of this Agreement shall be contemporaneous with the terms set forth in the Operating Agreement, including any renewals provided for under the Operating Agreement.
- 3. Rent: The County shall receive ground rent for the ground occupied by any building constructed by or for Ore-Cal upon the county-owned portion of the foreign trade zone. The present fair market value of the buildable acres, considering that the land is not only unimproved but is not served by streets and utilities, is \$.16 per square foot.

The County shall receive as rent the fair market value, or \$.16 per square foot per annum, adjusted annually to current values by

the Consumer Price Index, All Urban Consumers (CPI-U) for the United States published by the Bureau of Labor Statistics of the United States Department of Labor. The CPI-U Index to be used at the commencement of this agreement for the purposes as outlined above will be that Index for the period July through December, 1994, which shall be attached hereto as Exhibit C when it becomes available in February of 1995. Notwithstanding the above, CPI increases for any given year shall not exceed 4.6%.

The area occupied by buildings as referred to above shall be the same as the areas of active development as described in § 1.3 of this lease. Because Areas A and B consist of common areas subject to development by third parties, at no time will rent be due on property within these two areas.

- 3.1 <u>Commencement of Rent</u>: The payment of ground rent will begin upon the commencement of active development and transfer of property from Area B to Area C.
- 4. Site Plan: Ore-Cal will provide County with a site plan which will describe Ore-Cal's proposed development of the Property and a cost estimate of the non-income producing improvements which Ore-Cal will undertake to make. County and Ore-Cal acknowledge that the site plan and cost estimates to be provided are merely good faith estimates based upon information reasonably available to Ore-Cal and County. From time to time, Ore-Cal will submit to the County a revised site plan showing specific development to be undertaken by Ore-Cal and notifying the County of the transfer of prop-

erty from Area B to Area C. The parties acknowledge and recognize that circumstances may change which will impact directly on the site plan and proposed costs. The parties acknowledge and agree that minor changes or revisions are likely to be made, subject to the terms and conditions of the Operating Agreement; and the parties further agree to negotiate with one another in good faith concerning any material changes or revisions which may be required to the site plan. This Agreement does not create any obligation on the part of Ore-Cal to construct any of the improvements or buildings described in the site plan. It is also understood and acknowledged that there is no time line for development, other than as may be described in paragraph 1.4. Ore-Cal shall use its best good faith efforts to move forward with development as expeditiously as possible, subject to the terms and conditions of the Operating Agreement, and subject further to national, state, and local economic developments and available funding and financing from private and public sources.

- 5. <u>Provisions of Operating Agreement Applicable</u>: All provisions of the Operating Agreement set out in Exhibit "B" shall apply, as appropriate, to this Agreement as if fully set forth herein.
- 6. Financing and Cost of Improvements: County is under no obligation to finance the cost of improvements described in the site plan. County shall, however, use its best good faith efforts to cooperate with Ore-Cal to sponsor federal, state, and local grants, including without limitation, grant proposals to the Federal Avia-

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tion Administration and Oregon Economic Development Department, and to cooperate with Ore-Cal in an expeditious manner in creating necessary tax lots within the Property. County will also cooperate with Ore-Cal to the fullest extent possible in Ore-Cal's efforts to secure private or public based financing for the improvements.

- 7. Expiration of Term: On the last day of the term of this Agreement or any renewal thereof, Ore-Cal shall surrender and deliver up the Property and any buildings and improvements thereon to the possession and use of County without delay. Any lease that will extend beyond the term of this lease or any extension thereof must first be approved by the County. With respect to those tenants for which Ore-Cal has received prior approval, County will accept the properties subject to the rights of tenants or subtenants then occupying or using the Property under unexpired leases or sub-At such time, furniture, fixtures, equipment may be leases. removed by Ore-Cal, provided however, that the removal will not injure the Property or the buildings or improvements or necessitate changes in or repairs to the same. Ore-Cal shall pay the cost of repairing any damage arising from such removal.
- 8. Liens and Encumbrances: Ore-Cal shall pay when due all claims for work done on, or for services rendered to, or materials furnished to the Property for or on behalf of Ore-Cal and shall keep the Property free from any liens arising therefrom. Ore-Cal may withhold payment of any claim in connection with a good faith

dispute over its obligation to pay so long as County's property interests are not jeopardized.

- 9. Title to Improvements: Title to the buildings and any improvements shall be and remain in Ore-Cal until the expiration of the term of this Agreement or any renewal thereof, unless this Lease is terminated sooner as provided herein. Upon the expiration or sooner termination, title to the improvements shall automatically revert to, pass to, vest in, and belong to County without further action on the part of either party and without cost or charge to County except as otherwise provided in the Operating Agreement. So long as the Lease is in effect, Ore-Cal shall be entitled, for all taxation purposes, to claim for itself cost recovery deductions, tax credits, or the like on any buildings and improvements.
- 10. Arbitration: If any dispute arises between the parties concerning the interpretation or enforcement of this Lease, said dispute shall be submitted to arbitration. Except as otherwise provided herein, either party may request arbitration and appoint an arbitrator. The other party shall, within ten (10) days after receipt of notice of the first party's appointment of an arbitrator, choose its arbitrator; and the two arbitrators shall meet within ten (10) days and choose a third arbitrator. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the Circuit Court of Jackson County to appoint the required arbitrator. The arbitration shall then

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proceed according to Oregon statutes governing arbitration at the time, and the cost of arbitration shall be shared equally.

11. <u>Termination</u>: This lease may be terminated by either party for the reasons and under the conditions set out in sections 8.02 through 8.06 of the Operating Agreement (Exhibit "B").

JACKSON COUNTY, OREGON

Bv:

Burke M. Raymond, County Administrator

ORE-CAL TRADE CORPORATION

Bv:

Dr. Ralph E. Wehinger) President

Approved as to form:

County Counsel

MEDFORD-JACKSON COUNTY AIRPORT

I. DETAILED DESCRIPTION

The Medford-Jackson County Airport Zone Site No. 1 location consists of approximately 95 acres. The Medford-Jackson County Airport is located 3 miles north of the city center of Medford and one mile east of Interstate 5, Oregon's main link with Washington and California.

This property is owned by Jackson County and is operated by the Airport Department of Jackson County.

The address is 3650 Biddle Road #13, Medford, Oregon 97504; the airport director's mailing address is the same.

The legal description of the site is:

Commencing at the South quarter corner of Section 7, Township 37 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a %" iron pin monumenting the point of beginning of that Boundary of Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the true point of beginning; thence continue along said Agreement Line, North 0°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records; thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a %" iron pin on the East-West centerline of said Section 7; thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records; thence along said westerly line on the following courses:

Along the arc of 115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which arc bears North 24°36'47" West, 277.060 feet), thence North 31°44'39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498 feet), thence South 89°54'49" West 20.00 feet to the point of beginning

of said Instrument No. 85-19778; thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West, 2541.57 feet to the north line of the south half of the Southwest Quarter of Section 6, said Township and Range; thence along said North line N89°43'07" West, 1527.20 feet to a 1" iron pipe; thence South 21°13'58" East (record South 21°13'58" East (record South 21°13'58" East (record South 21°14'15" East) 6374.53 feet to the true point of beginning, containing 95.49 acres, more or less.

II. SUMMARY OF THE LARGER PROJECT

The Medford-Jackson County Airport Site No. 1 is part of the entire Medford-Jackson County Airport complex that is owned by Jackson County and operated by the Airport Department of Jackson County.

The address of the airport is 3650 Biddle Road #13, Medford, Oregon 97504. The telephone number for the airport is (503) 776-7222.

The airport is the primary site of the general purpose foreign-trade zone and plays a major role in the economic development program of Jackson County.

CONSENT, ESTOPPEL, AND ACKNOWLEDGMENT REGARDING LEASE

THIS CONSENT, ESTOPPEL, AND ACKNOWLEDGMENT REGARDING LEASE (this "Agreement") is made and entered into as of March [3], 2015, by and among BM2W, LLC, an Oregon limited liability company ("Borrower"), JACKSON COUNTY, OREGON ("County"), and AMERICANWEST BANK, a Washington state chartered commercial bank, as successor by merger to PremierWest Bank ("Lender").

RECITALS

- A. County is the owner of certain real property described as Medford-Jackson County Airport Zone Site No. 1, containing approximately 95 acres, and more commonly known as 3650 Biddle Road #13, Medford, OR 97504 (the "County Property"). County entered into a Ground Lease for the Premises (the "Master Ground Lease") dated July 6, 1994, with Ore-Cal Trade Corporation, an Oregon corporation ("Ore-Cal"). County also entered into to that certain Operating Agreement dated December 17, 1992 with Ore-Cal in connection with the Ground Lease.
- B. Thereafter, Ore-Cal Trade Corporation ("Ore-Cal") entered into a Sublease with Trade Containment Center, Inc., an Oregon corporation ("TCC") dated as of January 1, 1996, which was amended by an Amended Sublease dated as of January 1, 1998 (as amended the "Sublease") for the real property described in and generally depicted in Exhibit A hereto (the "Premises"), which is part of the County Property.
- C. TCC assigned to Borrower the Sublease pursuant to an Assignment of Amended Sublease dated February 9, 1998.
- D. Borrower mortgaged its interests in the Premises and the improvements thereon (the "Leasehold Estate"), including but not limited to its leasehold interests under the Sublease, to Lender, pursuant to a Deed of Trust dated June 29, 2006, and recorded in the Jackson County Official Records as document number 2006-036231, as amended by a Modification of Deed of Trust dated February 15, 2008 and recorded in the Jackson County Official Records as document number 2008-006585 (as amended, the "Deed of Trust").
- E. County and Ore-Cal entered into a Termination Agreement dated July 21, 2004 (the "Termination Agreement"), whereby (1) County and Ore-Cal terminated the Master Ground Lease and (2) County agreed to accept responsibility for Ore-Cal's obligations under the Sublease, thereby became BM2W's landlord under the Sublease from and after the date of the Termination Agreement. Borrower, Lender and County have entered into an Agreement dated even date whereby BM2W agreed to attorn to County as its landlord under the Sublease.

F. Lender has requested that County execute this Agreement to consent to and approve the Deed of Trust and to acknowledge the validity and continued effectiveness of the Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. REPRESENTATIONS REGARDING SUBLEASE

- 1.1 County hereby certifies to Lender that it remains the fee simple owner of the Premises and that the Sublease is presently in full force and effect between County and Borrower and has not been amended or modified in any respect. County has not given Borrower any notice of termination under the Sublease. To County's knowledge as of the date hereof, neither County nor Borrower is in material default under the Sublease and no event has occurred which, with the giving of notice or passage of time, or both, could result in a material default by either County or Borrower or constitutes or could constitute a defense or offset to enforcement of the Sublease or a basis for termination of the Sublease.
- 1.2 Borrower hereby represents and warrants to Lender that the Sublease is presently in full force and effect between County and Borrower and has not been amended or modified in any respect. Borrower has not received any notice of termination under the Sublease. To Borrower's knowledge as of the date hereof, neither County nor Borrower is in default under the Sublease and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default by either County or Borrower or constitutes or could constitute a defense or offset to enforcement of the Sublease or a basis for termination of the Sublease.

2. LEASEHOLD MORTGAGE.

- 2.1 County hereby approves and acknowledges the recording of the Deed of Trust against Borrower's interest under the Sublease and Borrower's leasehold interest in the Premises.
- 2.2 Lender acknowledges and understands that the Deed of Trust encumbers only the leasehold interest of Borrower in the Premises pursuant to the Sublease, and does not encumber the fee simple ownership interest of the County.
- 2.3 So long as any the Deed of Trust shall remain unsatisfied of record, the following provisions shall apply:
- 2.3.1 No cancellation, surrender or modification of this Lease shall be effective as to Lender unless Lender is provided notice as provided in Section 2.3.2.

2.3.2 County, upon providing Borrower any notice of: (i) default under this Lease, (ii) a termination of this Lease, or (iii) a matter on which County may predicate or claim a default, shall at the same time provide a copy of such notice to Lender. No such notice by County to Borrower shall be deemed to have been duly given unless and until a copy thereof has been so provided to Lender. From and after the date such notice has been given to Lender, Lender shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Borrower after the giving of such notice to Borrower, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. County shall accept such performance by or at the instigation of Lender as if the same had been done by Borrower. Borrower authorizes Lender to take any such action at Lender's option and does hereby authorize entry upon the Property by Lender for such purpose.

2.3.3 Should Lender acquire the Leasehold Estate pursuant to foreclosure, deed in lieu of foreclosure or other proceedings, Lender or any other party acquiring the leasehold must obtain County's written consent to such acquisition, which consent shall not be unreasonably withheld, on such terms and to such persons and organizations as are acceptable to County.

3. NOTICES. Any notice required to be given to Lender, Borrower, or County shall be sent via personal delivery by messenger or overnight courier, or by registered or certified mail, return receipt requested, or by fax (with proof of transmission and a mailed copy to follow), to the addresses shown below, or at such other address as such party shall have notified the others in writing:

If to Lender:

AmericanWest Bank 110 S. Ferrall Street Spokane, WA 99202

Attention: Mark Conrath Telephone: (509) 434-3774 Facsimile: (509) 241-0160

With a copy to:

K&L Gates LLP One SW Columbia Street, Suite 1900 Portland, OR 97258

Attention: R. Gibson Masters Telephone: (503) 226-5799 Facsimile: (503) 553-6299

If to County:

Jackson County, Oregon 10 S. Oakdale Avenue Medford, OR 97501

Attention: Teresa Campbell Telephone: (541) 774-6167

Facsimile:

If to Borrower:

BM2W, LLC 1631 Rucker Avenue Everett WA 98201

Attention: William N. McCulloch

Telephone: Facsimile:

With a copy to:

JACOBSON, THIEROLF & DICKEY, P.C. 2 North Oakdale Avenue

Medford OR 97501

Attention: Jerry Jacobson Telephone: (541) 773-2727 Facsimile: (541) 734-7269

4. GENERAL PROVISIONS. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. This Agreement and its terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

[Remainder of this Page Left Intentionally Blank]

EXECUTED on the day and year first set forth above.

Approved as to Legal Sufficiency:

Assistant County Counsel

COUNTY:	JACKSON COUNTY, OREGON, By
BORROWER:	BM2W, LLC By Manager Name: William N. McCulloch Its: Manager
LENDER:	AMERICANWEST BANK as Lender
	Name: Mark Conrath Its: Vice President

EXECUTED on the day and year first set forth above.

COUNTY:	JACKSON COUNTY, OREGON,
	By
	Name:
	Its:
BORROWER: LENDER:	BM2W, LLC
	Ву
	Name: William N. McCulloch
	Its: Manager
	AMERICANWEST BANK
	as Lender By
	Name: Mark Conrath
	Its: Vice President

EXHIBIT A LEGAL DESCRIPTION

Commencing at the South quarter corner of Section 7, Township 37 South, Range I West of the Willamettte Meridian, Jackson County, Oregon, thence South 89°53'14" East along the South line of said Section 7, a distance of 719.41 feet to a 5/8" iron pin monumenting the point of beginning of that Boundary Line by Agreement recorded as Instrument No. 84-17187 of the Official Records of Jackson County, Oregon, thence along said Agreement Line, North 0°02'31" West, 701.36 feet to the point of beginning of that parcel described in Instrument No. 94-30602 of said Official Records, thence continue along said Agreement Line, North 0°02'31" West, 632.57 feet to the point of beginning of that certain Boundary Line by Agreement recorded as Instrument No. 84-16832, said Official Records, thence along the last referred to Agreement Line, North 0°02'31" West, 1319.49 feet to the point of terminus, being a 5/8" iron pin on the East-West centerline of said Section 7, thence along said East-West centerline, North 89°45'01" West, 111.29 feet to a point on the westerly line of the Medco Haul Road as described in Instrument No. 85-19778, said Official Records, thence along said westerly line on the following courses:

Along the arc of 1115.916 foot radius curve to the left a distance of 277.777 feet (the chord of which arc bears North 24°36'47" West 277.060 feet), thence North 31°44"39" West, 671.96 feet, thence along the arc of a 1175.916 foot curve to the right a distance of 649.731 feet (the long chord bears North 15°54'55" West, 641.498), thence South 89°54'49" West 20.00 feet to the point of beginning of said Instrument No. 85-19778, thence continue along the westerly line of the Medco Haul Road, North 0°05'11" West 786.58 feet; South 68°46'02" West 174.91 feet to the true point of beginning of the lease area to be described; thence North 21°13'58" West 6.00 feet; thence South 68°46'02" West 148.00 feet; thence South 21°13'58" East 96.00 feet; thence North 68°46'02" East 148.00 feet; thence North 21°13'58" West 90.00 feet to the true point of beginning. Containing 14,208 square feet, more or less.

SUBLEASE

THIS SUBLEASE entered into this 15th day of October, 1994, between ORE-CAL TRADE CORPORATION, an Oregon corporation, hereinafter referred to as "Lessor," and TCC, Inc., hereinafter referred to as "Lessee."

RECITALS:

- A. Lessor has entered into a Ground Lease with Jackson County, Oregon ("County") pertaining to certain real property located in and around the Medford/Jackson County Airport.
- B. Pursuant to the terms and conditions of the Ground Lease and an Operating Agreement between County and Lessor dated December 17, 1992, Lessor has the right to sublet certain portions of the property leased to it pursuant to the Ground Lease.
- C. Lessee has expressed its desire to enter into such a sublease, and the purpose of this agreement is to set forth the rights, obligations, and liabilities of the parties with respect to said sublease.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>PREMISES</u>. This Sublease shall cover approximately 768 square feet of warehouse space. A legal description which provides a description of the location of the building of which the leased premises form a part is attached hereto as Exhibit "A". A location map showing the approximate location of the leased premises is attached as Exhibit "B", and a diagram of the area described in Exhibit "A" is attached hereto as Exhibit "C".
- 2. <u>TERM</u>: This Sublease shall commence on October 15, 1994, and terminate on October 14, 1999. Lessee shall have the option to renew this lease for one (1) additional five (5) year term upon the same terms and conditions as are set forth herein. The option shall be exercised, if at all, by Lessee's written notice of exercise of option provided to Lessor at least one hundred eighty (180) days prior to the expiration of the original term.

- 3. RENT. Lessee agrees to pay to Lessor as rent for the premises during the first year of this Sublease the sum of \$460.80 per year, payable in advance on October 15, 1994. Thereafter, the rental shall be subject to adjustment as provided in paragraph 4 of this Sublease.
- 4. <u>ADJUSTMENT IN RENTAL</u>: There shall be an adjustment in the rental to be paid during each lease year commencing October 15, 1995, based upon the percentage increase in the Consumer Price Index for the United States for All Items from October 15, 1994 to the date of adjustment.
- 5. REAL PROPERTY TAXES AND INSURANCE PREMIUMS: Lessee shall reimburse Lessor for all real property taxes and assessments levied or assessed against the Premises during the term of this Sublease. Lessee shall reimburse Lessor for such property taxes and assessments within ten (10) days of receiving written notice from the Lessor of the amount of such taxes and that Lessor has paid the same. Taxes for the initial year of the Sublease shall be prorated as of the commencement date. Taxes for the year in which the Sublease is terminated shall be prorated as of the date of termination. Lessee may amortize payment for any special assessments which may be levied against the property by reason of municipal improvements over the most extended period allowable by the municipal authority. Lessee shall reimburse Lessor for all fire insurance premiums paid by Lessor on the Premises during the term of this Sublease. Lessee shall reimburse Lessor for such insurance premiums within ten (10) days of receiving written notice from Lessor of the amount of said insurance premiums and that Lessor has paid the same. The fire insurance premiums for the initial year of the Sublease shall be prorated as of the commencement date. The fire insurance premiums for the year in which the Sublease is terminated shall be prorated as of the date of termination.
- 6. <u>LESSOR'S REPAIRS</u>: Lessor agrees to keep the foundation, structural portions and roof of the Premises in good condition and repair, provided, however, that Lessor shall be under no

obligation to make such repairs unless requested by Lessee to do so in writing and thereafter Lessor has a reasonable length of time within which to make any such required repairs.

- 7. <u>LESSEE'S REPAIRS</u>: Lessee shall make all ordinary and usual repairs and keep the Premises in a clean, neat and safe condition.
- 8. <u>UTILITIES AND PERSONAL PROPERTY TAXES</u>: Lessee agrees to pay all water, gas, electricity, heat and other services rendered to the Premises. Lessee also agrees to pay as the same become due and payable all personal property taxes levied or assessed against the property belonging to Lessee and Lessee agrees to keep the Premises free and clear of all liens and encumbrances. Notwithstanding the contrary, Lessor will pay that portion of electrical charges attributable to lighting on the Premises.

9. <u>USE OF PREMISES</u>: Lessee agrees that:

- a. Lessee will conduct and operate on the Premises a cold storage/warehouse business and that Lessee will make no other use of the Premises without first obtaining the written consent of Lessor.
- b. Lessee will not make any unlawful or offensive use of the Premises.
- c. Lessee will not permit or allow the accumulation of litter or flammable material upon the Premises and will refrain from any other activity which would make it impossible to insure the Premises against casualty.
- d. Lessee shall refrain from storing on or discharging from or onto the Premises any hazardous wastes or toxic substances as defined by any applicable federal, state or local law, ordinance or regulation.
- e. Lessee shall perform no act in the conduct of Lessee's operations upon the Premises or in Lessee's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials.
- f. Lessee will refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or

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- roof of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.
- g. Lessee will comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and submitted to Lessee in writing.
- 10. <u>HOLD HARMLESS</u>: Lessee hereby covenants that Lessee shall hold the Lessor harmless from any fines, costs of cleanup, expenses, attorney's fees or charges in any manner resulting from Lessee's violation of the laws of the State of Oregon or the rules, regulations and ordinances of its agencies or any political subdivision thereof, or the laws of the United States and the rules and regulations published by its agencies.
- 11. <u>LIENS AND ENCUMBRANCES</u>: Except with respect to activities for which Lessor is responsible, the Lessee shall pay as due all claims for work done on or for services rendered or materials furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the costs as additional rent. Any amounts so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

12. <u>LIABILITY INSURANCE</u>: Lessee shall purchase comprehensive general liability coverage for Lessee's Premises and operations. Coverage shall be placed with a carrier admitted to write business in Oregon and acceptable to Lessor. Limits of such coverage shall be not less than

One Million Dollars (\$1,000,000) combined single limit bodily injury and property damages liability per occurrence. Such policy shall be extended to name Lessor as an additional insured and shall be considered primary as respects any claim. Lessee shall provide Lessor with a certificate of insurance documenting the policy, which certificate shall provide Lessor with not less than thirty (30) days notice of cancellation of the policy.

- 13. <u>INDEMNIFICATION</u>: Lessee shall indemnify and defend Lessor from any claim, loss or liability, including any attorney's fees and costs arising out of or related to any activity of Lessee, Lessee's agents, servants, customers, subtenants and licensees on the Premises or any condition of the Premises in the possession or under the control of Lessee, including any such claim, loss or liability which may be caused or contributed to in whole or in part by Lessor's own negligence.
- 14. DAMAGE OR DESTRUCTION OF BUILDING: In the event of the destruction or partial destruction of the building which is the subject of this Sublease by fire or other casualty to the extent of fifty percent (50%) or more of its then sound value, Lessor, Lessor's successors and assigns, may, within thirty (30) days after such loss or destruction, elect either to reconstruct or not to reconstruct the same. If the election be not to reconstruct said building, this Sublease shall be terminated as of the date of such fire or other casualty loss. If, however, the Lessor elects to reconstruct or if said building be but partially destroyed by fire or other casualty and the damage so occurring shall not amount to fifty percent (50%) of the then sound value of the building, Lessor, Lessor's successors and assigns, shall repair said building with all convenient speed. In either event, if Lessor shall rebuild or repair said building or the portion thereof damaged by fire or other casualty, Lessor shall have the right to take possession of and occupy all of the Premises or such part thereof as may be reasonably necessary to make the repairs or rebuild said building and Lessee agrees to vacate the same upon request. For the period of time between the date of such fire or other casualty

and until such repairs have been substantially completed, there shall be such an abatement of rent as may be fair and equitable to the parties, considering the use which Lessee may be able to make of the Premises during such period.

15. WAIVER OF SUBROGATION RIGHTS BY LESSEE:

- a. Lessee agrees to carry fire insurance with extended coverage on the building and improvements owned by Lessee which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as may be necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.
- b. Lessee agrees to carry fire insurance with extended coverage on the inventory, furniture, fixtures, improvements and equipment made and placed by Lessee in and upon the Premises which shall be for the mutual benefit of Lessor and Lessee but shall be payable to Lessee only. Lessee hereby waives the subrogation rights of Lessee's insurance carriers. Lessee shall take such steps as are necessary to inform such carriers of this agreement and to have riders, if necessary, placed on said insurance policies to carry the provisions of this paragraph into effect.
- 16. NO WARRANTIES BY LESSOR: The Lessor makes no warranty, either express or implied, as to the condition, merchantability or fitness of the Premises or the suitability of the Premises for the Lessee's purposes or needs. Prior to executing this Sublease, the Lessee has inspected the Premises and has become thoroughly acquainted with the condition of the Premises. The Lessee agrees to take and accept the Premises AS-IS. Lessee shall assume all liability, cost and expense incurred or obligation required in order to comply with the Americans with Disabilities Act or comparable laws or regulations.
- 17. RELEASE AND WAIVER OF LIABILITY: Each of the parties hereby releases the other party and the other party's employees from any and all liability and waives the right of recovery against the other party and the other party's employees for any loss or damage to property resulting from fire, explosion or other casualty enumerated in a standard fire insurance policy with extended coverage irrespective of whether the limits thereof are sufficient to fully cover such loss or damage.

- 18. QUIET ENJOYMENT: If and as long as Lessee pays the rent herein specified and performs all of Lessee's obligations hereunder, Lessee shall quietly enjoy the Premises.
- 19. <u>ALTERATIONS</u>: Lessee may not make any additions to or alterations of the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld. Any additions or alterations of the Premises shall become part of the realty and belong to the Lessor.
- 20. <u>EMINENT DOMAIN TOTAL TAKING</u>: If a condemning authority takes all the Premises or portions sufficient to render the remaining Premises reasonably unsuitable for the use which the Lessee was then making of the Premises, the Sublease shall terminate as of the date the title vests in the condemning authorities. Lessor shall be entitled to all of the proceeds of condemnation except tenant improvements and the Lessee shall have no claim against Lessor as a result of the condemnation.
- 21. <u>EMINENT DOMAIN PARTIAL TAKING</u>: If a portion of the Premises is condemned and Paragraph 21 does not apply, the Sublease shall continue on the following terms:
 - a. Lessor shall be entitled to all of the proceeds of condemnation except tenant improvements and Lessee shall have no claims against Lessor as a result of the condemnation.
 - b. Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Premises are untenantable during the period of alteration and repair.
 - c. After the date on which title vests in the condemning authority or an earlier date on which alterations and repairs are commenced by Lessor to restore the balance of the property in anticipation of taking, the rent shall be reduced commensurately with the reduction in value of the Premises, as an economic unit, on account of the partial taking. If the parties are unable to agree upon the amount of reduction of rent, the amount of such reduction shall be determined by arbitration to be conducted in accordance with the statutes of the State of Oregon relating to arbitration. Lessor shall select one arbitrator,

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Lessee shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the majority of the arbitrators as to the amount of the reduction of monthly rental shall be final and binding upon the parties hereto.

- d. If a portion of the Lessor's property not included in the Premises is taken and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply and the rent shall be reduced to the extent of diminution of the Premises as though a portion had been physically taken.
- 22. <u>EMINENT DOMAIN SALE IN LIEU OF CONDEMNATION</u>: Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of exercise of the power shall be treated as a taking by condemnation.
- 23. <u>LESSOR'S RIGHT OF INSPECTION</u>: Lessor, Lessor's agents and representatives, shall, at all reasonable times, have the right to enter upon and inspect the Premises.
- 24. <u>ASSIGNMENT</u>: Lessee shall not assign or sublease this Sublease without first obtaining the written consent of Lessor. Lessor agrees not to arbitrarily withhold giving such consent.
- 25. <u>TIME OF ESSENCE</u>: Time is of the essence of this Sublease and waiver by Lessor in enforcing any of the terms and conditions hereof shall not constitute a waiver of Lessor's rights to insist upon strict compliance with such terms and conditions in the future.
 - 26. <u>DEFAULT</u>: The following shall be events of default:
 - a. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
 - b. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Sublease (other than the payment of rent or other charges), within ten (10) days after written notice by Lessor specifying the particulars in which Lessor claims that Lessee is in default and Lessee shall have said period of time within which to remove any such default.
 - c. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver for the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of

Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

d. Failure of Lessee for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this Sublease unless such failure is excused under other provisions of this Sublease.

27. <u>REMEDIES ON DEFAULT:</u>

- a. In the event of a default, the Sublease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice may be given before or within the running of any grace period for default and may be included in a notice of failure of compliance given pursuant to Paragraph 27, subparagraph (b) hereof. If the Premises are abandoned by Lessee in connection with a default termination shall be automatic and without notice.
- b. If the Sublease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default.
- c. If the Sublease is terminated for any reason, Lessee's liability to Lessor for damages shall survive such termination and the rights and obligations of the parties shall be as follows:
 - Lessee shall vacate the Premises immediately, remove any property of Lessee, including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the Premises in the condition required at the end of the term and deliver all keys to Lessor.
 - Lessor may re-enter, take possession of the Premises and remove any
 persons or property by legal action or by self help with the use of
 reasonable force and without liability for damages.
- d. Following re-entry Lessor may relet the Premises and in that connection may:
 - 1. Make any suitable alterations or refurbish the Premises or both or change the use of the Premises, but Lessor shall not be required to relet for any use or purpose (other than that specified in the Sublease), which Lessor may reasonably consider injurious to the Premises, or to any lessee which Lessor may reasonably consider objectionable.
 - 2. Relet all or part of the Premises alone or in conjunction with other properties for a term longer or shorter than the term of

this Sublease upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.

- e. In the event of termination on default, Lessor shall be entitled to recover immediately without waiting until the due date of any future rent or until the date fixed for expiration of the lease term the following amounts as damages:
 - 1. Any excess of (a) the value of all Lessee's obligations under this Sublease, including the obligation to pay rent from the date of default until the end of the term, over (b) the reasonable rental value of the Premises for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding eight percent (8%) per annum.
 - 2. The reasonable costs of re-entry and reletting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, broker commissions and advertising costs.
 - 3. The loss of reasonable rental value from the date of default until a new lessee has been or with the exercise of reasonable efforts, could have been secured.
- f. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 28. SURRENDER OF PREMISES: Upon the expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in first-class condition and broom clean. Alterations constructed by the Lessee with permission from the Lessor shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Paragraph 14 related to destruction.
- 29. <u>ATTORNEY'S FEES</u>: In the event that suit or action is brought by either of the parties hereto to enforce any of its rights or remedies hereunder, the party prevailing in such suit or 10 SUBLEASE

action shall be entitled to recover such additional sum from the other party as the court may adjudge reasonable as attorney's fees in such suit or action, and in any appeal therefrom.

- 30. <u>ISSUANCE OF PERMITS</u>: Lessee shall be responsible for obtaining any and all permits required by them for their intended use of the Premises.
- 31. <u>DEQ PERMIT</u>: In the event that the nature of Lessee's business operations upon the leased Premises shall require the issuance of a permit or permits by the State of Oregon's Department of Environmental Quality, then the Lessee shall make application for and obtain issuance of such permit or permits before commencing Lessee's business operations. Lessee shall furnish Lessor with a copy of any permit at the time of its issuance and shall likewise promptly furnish Lessor with a copy of any amendment or modifications to the permit. After the issuance of any permit or permits, Lessee shall conform to all conditions for compliance and with any rules and standards adopted by the Environmental Quality Commission.
- 32. MASTER LEASE: Except as specifically provided for herein, this Sublease is expressly made subject to all the terms and conditions of the Ground Lease of July 6, 1994 between Jackson County, Oregon as Lessor and Lessor Trade Corporation as Lessee and Operating Agreement dated December 17, 1992. The Lessee agrees to use the Premises in accordance with the terms of the Ground Lease and Operating Agreement and not to do or omit to do anything which will breach any of the terms thereof. If the Ground Lease and Operating Agreement are terminated, this Sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Lessee provided that such termination is not the result of a breach by Lessee of the Sublease.
- 33. <u>INTEREST ON RENT AND OTHER CHARGES</u>: Any rent or other payment required of Lessee by this Sublease shall, if not paid within ten (10) days after it is due, bear interest at the rate of ten percent (10%) per annum from the date due until paid.

34. <u>NOTICES</u>: Any notice required or permitted under this Sublease shall be given when actually delivered or when deposited in the United States certified mail, postage prepaid, addressed as follows:

To Lessor: ORE-CAL TRADE CORPORATION

1322 E. McAndrews Road Medford, OR 97504

To Lessee: TCC, INC.

40 Lake Creek Loop Road Eagle Point, OR 97524

or to such other address as may be specified from time to time by either of the parties in writing.

35. <u>SUCCESSION</u>: Subject to the above-stated limitations on transfer of Lessee's interest, this Sublease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

36. <u>AMENDMENTS</u>: This Sublease may not be amended or modified except in writing signed by all parties.

37. <u>FOREIGN TRADE ZONE</u>: The Premises are proposed to be included in the Foreign Trade Zone adjacent to the Medford Jackson County Airport and will be subject to all of the terms and conditions imposed by the United States Department of Commerce and the terms and conditions established by the Zone Operator.

38. STATUTORY DISCLOSURE: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE

PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first hereinabove written.

ORE-CAL TRADE CORPORATION

Dr. Ralph E. Wehinger, President

"Lessor"

TCC, INC.

Mike McCulloch, President

"Lessee"

Amendment to Sublease

This Amendment to Sublease is between Jackson County, a political subdivision of the State of Oregon ("County"), and BM2W, LLC, an Oregon limited liability company ("BM2W") is effective on the date it is fully executed by the parties.

RECITALS

- A. County entered into a Ground Lease (the "Master Ground Lease") dated July 6, 1994 with Ore-Cal Trade Corporation, an Oregon corporation ("Ore-Cal").
- B. Thereafter, Ore-Cal Trade Corporation entered into a Sublease with Trade Containment Center, Inc., an Oregon corporation ("TCC") dated as of January 1, 1996, which was amended by an Amended Sublease dated as of January 1, 1998 (as amended, the "Sublease").
- C. TCC assigned to BM2W all interest of TCC in and to the Sublease pursuant to an Assignment of Amended Sublease dated February 9, 1998.
- D. County and Ore-Cal entered into a Termination Agreement dated July 21, 2004, whereby County and Ore-Cal terminated the Master Ground Lease and County assumed the rights and obligations of Ore-Cal under the Sublease.
- E. The initial term of the Sublease terminates on November 30, 2022. BM2W wishes to exercise its 25-year renewal term pursuant to paragraph 2 of the Sublease under the terms and conditions provided herein.

AMENDMENT

- 1. Definitions. Defined terms used but not defined in this Amendment are as defined in the Sublease.
- 2. Extension of Lease Term. County and BM2W hereby agree to exercise BM2W's right to extend the Sublease for an additional term of 25 years as provided in paragraph 2.1 of the Sublease (the "Extension Term"). At the expiration or earlier termination of the Extension Term, BM2W shall no longer have the right to extend the term of the Sublease.
- 3. Base Rent. County and BM2W hereby agree that effective January 1, 2020, base rent for the Premises shall be \$0.2804048 per square foot per year. Thereafter, base rent shall be adjusted on January 1 of each year (including during the Extension Term) in accordance with Paragraph 4 of the Sublease.

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Except as expressly modified by this Amendment, the terms and conditions of the Sublease remain in full force and effect.

BM2W, LLC:

By: WH CMWL 11-21-2019

William McCulloch Date Title: Managing Partner, BM2W, LLC

JACKSON COUNTY:

Danny Jordan

County Administrator

Approved as to Legal Sufficiency:

Peter Philbrick

SR Assistant County Counsel