

EXHIBIT N

**MLK ALBERTA PROJECT
COOPERATION, COORDINATION, PROJECT IMPLEMENTATION AND COMMUNITY
BENEFITS AGREEMENT (CBA)**

RECITALS

WHEREAS, the Martin Luther King Jr. Blvd & Alberta Project is the intended sale and development of vacant land located at NE Martin Luther King Jr. Blvd and Alberta Streets in Portland, Oregon so as to establish a grocery store and complementary retail space ("the Project");

WHEREAS, the land is currently owned by the Portland Development Commission ("PDC");

WHEREAS, the developer of the Project is Majestic Realty (the "Developer");

WHEREAS, the proposed anchor tenant is Vitamin Cottage Natural Food Markets, Inc. (d.b.a. Natural Grocers) (the "Anchor Tenant");

WHEREAS, the intended prime contractor is Colas Construction (the "Prime Contractor");

WHEREAS, one of the supporting community organizations is Microenterprise Services of Oregon ("MESO");

WHEREAS, one of the supporting community organizations is Worksystems, Inc. ("WSP");

WHEREAS, one of the supporting community organizations is Metropolitan Contractor Improvement Partnership ("MCIP");

WHEREAS, the community includes current residents and businesses around the Project site as well as people and business owners, especially African Americans and people with low incomes, who have historical ties to the community and who may have been displaced from the geographic area (the "Community");

WHEREAS, PDC invited Community members, project partners and key stakeholders to join a Project Working Group ("PWG") and participate in the establishment of a Community Benefits Agreement ("CBA") associated with the Project;

WHEREAS, this CBA is intended to establish goals and standards for the Project that ensure benefits accrue to the Community, strengthen the viability/or support for the Project and provide a road map for the Developer, Anchor Tenant, PDC and Community representatives as the Project progresses;

WHEREAS, this CBA is intended to promote communication and cooperation, generate community benefits and establish realistic and achievable goals;

WHEREAS, this CBA complements an intended Disposition and Development Agreement ("DDA") between PDC and Developer; and

WHEREAS, the DDA contains certain obligations which PDC may enforce against Developer.

AGREEMENT

I. Organization

A. Stakeholder Process

i. The objectives of the stakeholder process are to:

- a. Track progress toward meeting the terms of the CBA;
- b. Allow stakeholders to assist and collaborate to meet and exceed terms of the CBA; and
- c. Hold parties mutually accountable to commitments and aspirational goals delineated in the CBA.

ii. Strategies and Commitments

a. Establish an Implementation, Monitoring, and Accountability Committee (IMAC) for the Project CBA

1. Membership in the IMAC shall include the signatories to this instrument or their designated representative
2. Regular Committee Meetings – quarterly or as agreed otherwise by the IMAC
3. Reporting Schedule and Responsibilities – the IMAC may establish reporting objectives for communicating to the broader public and other stakeholders
4. Formation of Sub-committees
 - a. The IMAC shall establish from its membership a Construction subcommittee to oversee project implementation and meet monthly or as needed over the course of the construction phase.
 - b. The IMAC shall establish from its membership a Retail Tenancing Advisory committee (See Section IV.A.ii.b)

B. Monitoring and Evaluation

PDC shall provide to the Construction subcommittee the information PDC regularly gathers under the DDA to monitor and evaluate compliance with PDC policies.

i. Strategies and Commitments

- a. Construction Implementation, Monitoring, and Accountability sub-committee will review workforce and contracting progress and support the achievement of the terms of the Project CBA.

C. Accountability and Enforcement

Compliance with PDC's Equity Policies (Business and Workforce) and Green Building Policy will be made the Developer's obligation within the DDA. While PDC shall maintain documentation of wages related to prevailing wage requirements, the Oregon Bureau of Labor and Industry will hold enforcement rights under statute and may exercise enforcement - usually in response to worker complaint. PDC and IMAC are accountable to each other to coordinate and implement a successful retail tenancing plan. The Prime Contractor and the IMAC are accountable to each other to use a good faith effort to attain construction workforce and contracting goals that exceed PDC's policies. The Anchor Tenant, IMAC, WSI and MESO are accountable to each other to provide employment and small business opportunities for Community members.

II. Construction

A. Construction Workforce. Definition as described in PDC Policy:

Using a workforce process that maximizes apprenticeship opportunities in the construction trades and ensures employment opportunities for People of Color and Women.

i. Objectives

- a. Create jobs and economic opportunity for Community members and especially for African Americans, other people of color, and displaced individuals
- b. Ensure that construction of the Project produces good jobs that pay well and lead to future opportunities
- c. Heighten awareness of and training for future job opportunities

ii. Strategies and Commitments

- a. Jobs for People of Color: Prime Contractor commits to ensuring that a minimum of 28.5% of labor hours on the project are worked by people of color.
- b. Jobs for Women: Prime Contractor commits to ensuring that a minimum of 12% of labor hours on the project are worked by women.
- c. Apprenticeship Utilization: Prime Contractor commits to ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the Prime Contractor and subcontractors are worked by state-registered apprentices.
- d. Good Jobs: Prime Contractor will pay prevailing wages to workers on the project as required by state law. Developer's fulfillment of the scope of work for construction of the Project will be subject to the State prevailing wage rate. With regard to subsequent construction work such as later tenant improvements or later modification or renovation of the structures, the Oregon Bureau of Labor and Industry retains jurisdiction to determine if the prevailing wage rate will continue to apply.
- e. Anchor Tenant will have full discretion to select the general contractor that will build-out its store.
- f. Construction Career Pipeline: Prime Contractor will use existing partnerships to increase access for Community members to the employment and training opportunities related to the Project.
- g. Workforce strategy to include:
 1. Partnership with community-based organizations to identify potential training and employment candidates;
 2. Partnership with pre-apprenticeship training programs such as Oregon Tradeswomen and Construction Hope to recruit, train and connect potential workers to contractors working on the project;
 3. Outreach to regional Joint Apprenticeship Training Committees to identify candidates; and
 4. Build awareness of construction employment within the Project and beyond by developing a plan that includes information on the pathways and projected available jobs in and across the Portland metro construction industry.
- h. If either the Prime Contractor or IMAC have questions regarding performance under this section then such questions may be presented to City of Portland or PDC staff charged with Business and Workforce Equity protocols.

iii. Responsible Parties

- a. Responsible parties on this section include:
 1. Prime Contractor and IMAC: to fulfill above obligations
 2. WSI, MCIP, and POIC: to support the Prime Contractor

3. Community: to collaborate with all responsible parties

B. Construction Contracting. *Definition: as described in PDC Policy:*

Through construction contracting, PDC aims to: (1) ensure fair and equitable opportunities for Portland's diverse populations, (2) promote prosperity in all segments of Portland's diverse communities, (3) foster economic growth, and (4) expand competition in the market through explicit agreements with developers and contractors benefiting from the public investment.

i. Objectives

- a. Provide wealth creation and business opportunity for African Americans and members of other communities of color
- b. Provide immediate opportunity and experience that also result in increased social capital and capacity

ii. Strategies and Commitments

- a. Developer to hire a state-certified, African American-owned and operated Prime Contractor for the project.
- b. Developer and Prime Contractor commit to ensuring that a minimum of 20% the project's hard construction costs and 20% of professional services costs are performed by certified minority, women, or disadvantaged firms.
- c. The Prime Contractor commits to:
 1. Work to exceed the minimum standard set by PDC;
 2. Target MBE firms by utilizing its own industry relationships, and work with community-based training and membership organizations that work with MBE firms; and
 3. Work with the CBA IMAC Construction subcommittee for transparency, accountability and to employ a collective strategy/approach to meet and exceed the minimum standard.

iii. Responsible Parties

- a. Responsible parties on this section include:
 1. Developer and Prime Contractor: to fulfill above obligations
 2. MCIP: to support the Prime Contractor
 3. PDC: to include compliance with PDC Equity Policy in the DDA
 4. Community: to collaborate with all responsible parties

III. Anchor Tenant

A. Grocery Store Employment/Anchor Tenant and Workforce Hiring. *Definition: Employees to be hired by Anchor Tenant, the process of screening and hiring through the company's Human Resources policy and procedures. This section includes full time employment, benefits policies, job quality and how Anchor Tenant can work with local workforce providers to assist them in this process and support workforce training.*

i. Objective(s)

- a. Provide employment, training and advancement opportunities to Community members, especially to low income people and people of color;
- b. Develop/Employ a diverse workforce that represents/reflects the diversity of the Community, and support them with good pay and good benefits; and
- c. Use transparent and fair hiring practices.

ii. Strategies and Commitments

a. As soon as possible, Anchor Tenant commits to provide information to local training providers to prepare potential candidates for employment at Natural Grocers.

b. No later than three months before the anticipated opening date, Anchor Tenant commits to provide a draft hiring/recruitment plan to local workforce development organizations, including job descriptions, so they can assist with recruiting efforts. The plan will:

1. Include detailed job descriptions and desired skills/backgrounds;
2. Provide more specificity about job quality, wages, etc.;
3. Consider a targeted employment reach process, such as a First Opportunity Target Area and/or working through local workforce providers that have direct links to local residents and the minority community to find qualified employees; and
4. Explore ideas for hiring a portion of management from the local talent pool.

iii. Responsible Parties

a. Responsible parties on this section include:

1. Anchor Tenant: to fulfill above obligations
2. WSI and community workforce organizations: to support the Anchor Tenant
3. Community: to collaborate with all responsible parties

B. Community Space. *Definition: Providing designated or shared community space.*

i. Objective: Create an opportunity for residents to gather together and to demonstrate and promote locally produced or culturally specific products

ii. Strategies and Commitments

a. Anchor Tenant commits to provide community space to community members at no cost.

b. Anchor Tenant commits to provide a demonstration kitchen that can be used for cooking classes or by local producers to promote their wares (e.g., a cookbook or products).

c. Anchor Tenant will have the right to establish reasonable policies with respect to third parties' use of the community space and demonstration kitchen.

iii. Responsible Parties

a. Responsible parties on this section include:

1. Anchor Tenant: to fulfill obligations in CBA
2. Microenterprise organizations: to support the Anchor Tenant
3. Community: to collaborate with all responsible parties

C. Supply Chain. *Definition: The acquisition of local goods from individual suppliers to sell to consumers as well as the process of securing services for use by Anchor Tenant.*

i. Objective(s)

a. To support local, independent, small businesses and provide culturally specific products meeting Anchor Tenant's product standards to meet the needs of a diverse community

- b. Provide information to local vendors on how to place product at Natural Grocers, focusing on strict standards and product development
- c. Explore targeted contracting for minority and women-owned business for certain services such as janitorial, landscaping, maintenance, and security that could be locally procured

ii. Strategies and Commitments

- a. Anchor Tenant will provide detailed information to potential vendors on purchasing criteria by:
 - 1. Holding regular (annual) procurement fairs for producers/vendors in the Community to get exposure to Anchor Tenant ("matchmaking"); and
 - 2. Sharing information on Anchor Tenant's quality and packaging standards with MESO/other local business support organization as well as at the procurement fairs
- b. Anchor Tenant will collaborate with MESO/other local business-supporting community organizations to provide technical assistance to potential vendors.
- c. Anchor Tenant will use in-store signage to promote or display local products that are sold in the store.

iii. Responsible Parties

- a. Responsible parties on this section include:
 - 1. Anchor Tenant: to fulfill above obligations
 - 2. Microenterprise organizations: to support the Anchor Tenant
 - 3. Community: to collaborate with all responsible parties

IV. Retail Tenanting

A. Small Retail Tenanting. *Definition: The process of finding and selecting local retail tenants, as well as provision for small business support such as technical assistance or access to capital, terms of leases and cost of space, and assessing community need.*

i. Objectives

- a. Support local business and job growth
- b. Provide affordable and stable space for business owners long-term – especially for minority-owned businesses
- c. Enable wealth creation opportunities for people of color and low income Community members
- d. Provide needed goods and services to the community
- e. Support tangible returns on investment
- f. Ensure all retail spaces – both those leased by PDC and Majestic - complement rather than compete with one another to help ensure their collective success

ii. Strategies and Commitments

- a. **PDC Master Lease:** PDC intends to secure master lease agreement with Developer for approximately 50% of the retail space not otherwise dedicated to Anchor Tenant for a term of 10 years (*Subject to PDC Board review and approval and agreement to terms with Majestic*). Lease and tenanting approach are intended to include the following:
 - 1. An option to extend the master lease for a defined period/indefinitely at market rate;

2. An agreement with Anchor Tenant and Developer regarding which types of subleases may be limited or preferred;
3. PDC will identify subtenants in accord with standards and processes generated in cooperation with the IMAC Tenanting Advisory Committee; and
4. PDC will promote sub tenanting in accord with Strategies and Commitments by dedicating \$500,000 in Interstate Urban Renewal resources for the purpose of offering reduced base rent rates and/or tenant improvement cost support.

b. Tenanting Advisory Committee: PDC and the Tenanting Advisory Committee will convene in order to:

1. Create a process –including assigning roles and responsibilities - to survey the needs and wants for retail spaces by and for the Community;
2. Establish an inclusive and transparent tenant selection process;
3. Determine outreach strategies;
4. Finalize selection criteria, consistent with objectives in section {IV.C} and provide guidance on allocation of funds references in section (IV. B.d); and
5. Coordinate with the Developer and Anchor Tenant as to which type of leases may be limited or preferred.

Regarding the tenanting process:

6. PDC and MESO shall convene the TAC at least six months prior to the anticipated completion of the project.
7. The Tenanting Advisory Committee shall agree upon tenanting standards and processes no later than three months prior to Project completion.
8. If the Tenanting Advisory Committee fails to establish tenanting standards and process three months prior to Project completion or PDC finds that compliance with the standards or processes would leave any of the master leased retail space vacant, then PDC may select tenants that align as closely as possible with the tenanting priorities and concepts below. If the Tenanting Advisory Committee subsequently establishes standards and processes for tenanting then PDC may utilize those standards and processes upon later re-tenanting of retail spaces.

c. Tenanting Priorities and Concepts: In order to meet above objectives, Tenanting Advisory Committee will pursue tenanting toward the following priorities, considerations, elements and concepts:

1. Support Objective IV.i.a (*local business and job growth*) by prioritizing local (instead of national) tenants and by supporting existing businesses; use pre-development and construction period to grow businesses to be ready for space through technical assistance;
2. Support Objective IV.i.b (*provide affordable and stable space for business owners long-term – especially for minority-owned businesses*) through available funds referenced in {11.A.d}; consider shared flex space (e.g. Plaza at Bethany Village or commercial kitchen concepts) to allow businesses to grow and to keep rent affordable and maximize viability and space with creative business concepts;

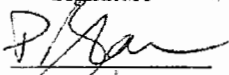
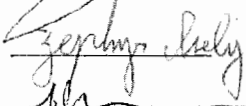
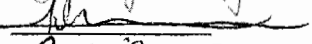

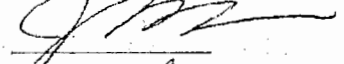

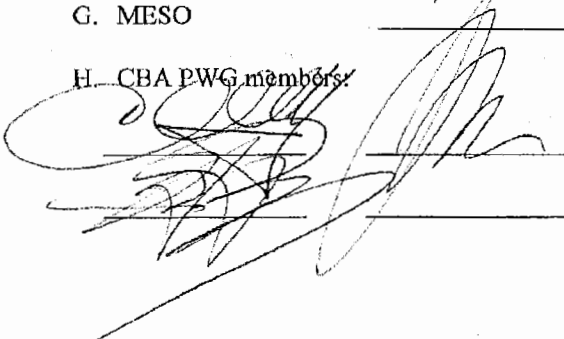
3. Support Objective IV.i.C (*enable wealth creation opportunities for people of color and low income Community members*) by considering tenant readiness and prioritizing previously displaced businesses;
4. Support Objective IV.i.D (*Provide needed goods and services to the community*) through provision of culturally specific and multi-generationally goods or services; consider family friendly services/cluster or theme between different tenants that allows for children, educational services, and/or family friendly spaces;
5. Support Objective IV.i.E (*Tangible returns on investment*); and
6. Support Objective IV.i.F (*Ensure all retail spaces – both those leased by PDC and Majestic - complement rather than compete with one another to help ensure their collective success*) by seeking retailing sub-industry complementary, symbiosis between businesses selected and partnership model to implement tenaning plan {per Section IV.D}.

d. **Collaborative leasing/tenaning plan: PDC, Anchor Tenant and Developer will establish an agreement** to prevent direct competition between existing and planned services/businesses within the Project and the immediate neighborhood, including existing Vanport businesses. The collaborative leasing/tenaning plan will not restrict Anchor Tenant from engaging in any grocery, vitamin or pet food-associated business activities.

iii. **Responsible Parties**

- a. Responsible parties on this section include:
 - a. PDC, Anchor Tenant and Developer: Lead Parties
 - b. MESO
 - c. Tenant Advisory Committee: Collaboration and Support

V. **Intended Signatories to Community Benefits Agreement and Roles**

	Signature
A. Developer	
B. Anchor Tenant	
C. Prime Contractor	
D. PDC	
E. WSI	
F. MCIP	
G. MESO	_____
H. CBA PWG members:	




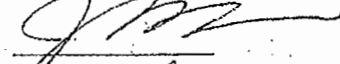

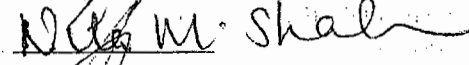
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4. Support Objective IV.i.D (*Provide needed goods and services to the community*) through provision of culturally specific and multi-generationally goods or services; consider family friendly services/cluster or theme between different tenants that allows for children, educational services, and/or family friendly spaces;
5. Support Objective IV.i.E (*Tangible returns on investment*); and
6. Support Objective IV.i.F (*Ensure all retail spaces – both those leased by PDC and Majestic - complement rather than compete with one another to help ensure their collective success*) by seeking retailing sub-industry complementary, symbiosis between businesses selected and partnership model to implement tenancing plan {per Section IV.D}.

d. **Collaborative leasing/tenancing plan: PDC, Anchor Tenant and Developer will establish an agreement to prevent direct competition between existing and planned services/businesses within the Project and the immediate neighborhood, including existing Vanport businesses. The collaborative leasing/tenancing plan will not restrict Anchor Tenant from engaging in any grocery, vitamin or pet food-associated business activities.**

iii. Responsible Parties

- a. Responsible parties on this section include:
 - a. PDC, Anchor Tenant and Developer: Lead Parties
 - b. MESO
 - c. Tenant Advisory Committee: Collaboration and Support

V. Intended Signatories to Community Benefits Agreement and Roles

	Signature
A. Developer	
B. Anchor Tenant	_____
C. Prime Contractor	
D. PDC	
E. WSI	
F. MCIP	
G. MESO	
H. CBA PWG members:	