

RELEASE OF ALL CLAIMS

WHEREAS, Metropolitan Family Service, Inc., ("MFS") is a private nonprofit corporation organized under the laws of the State of Oregon, and

WHEREAS, Metro is a regional government organized pursuant to a home rule charter under the laws of the State of Oregon, and

WHEREAS, Metro and MFS ("the parties") engaged in discussions of a possible sublease by MFS of Metro's former space at 2000 S.W. First Avenue, in Portland, Oregon, ("the property"), and

WHEREAS, Certain documents were signed purporting to represent certain agreements with respect to the sublease, and

WHEREAS, The Metro Council never approved the sublease, and MFS was required to find alternate office space, and

WHEREAS, MFS has threatened litigation against Metro to enforce its claims for damages with respect to the entire sublease discussions and arrangements, and

WHEREAS, The parties wish to resolve any and all claims with respect to the sublease of the property amicably, and without resort to litigation,

NOW, THEREFORE, MFS AGREES TO RELEASE ITS CLAIMS AGAINST METRO, AS FOLLOWS:

1. This Release is given in consideration of the payment by Metro to MFS of \$30,000, receipt whereof is hereby acknowledged. As further consideration, MFS shall have the right to use 10 parking spaces at the Metro Regional Center parking area for three years, beginning with the date of execution of this Release. Usage of these parking spaces shall be limited to business hours, 8 a.m. to 5 p.m., Monday through Friday, provided that reasonable allowance shall be made for MFS staff members who start work prior to 8 a.m. Usage of these parking spaces shall not be permitted on weekends, or after 5 p.m. during the work week. The parking spaces will not be particular numbered spaces reserved for MFS; instead, space for MFS will be left available at the Metro Regional Center. MFS's parking rights shall not constitute a lease or an agreement in the nature of a lease, and shall automatically expire three years from the date of execution of this Release without further notice or action by Metro. MFS shall be responsible for any and all taxes which may ensue as a result of MFS's parking rights as described herein.

2. In consideration of the payment and parking rights described in paragraph 1, above, MFS, for itself, its successors and assigns, hereby fully and forever releases, acquits, and discharges Metro, its agents, employees, officers, councilors, successors, and assigns,


including but not limited to Neil Saling, of and from any and all claims, claims for relief, causes, actions, causes of action, damages, demands, property damages, and claims therefore, known or unknown, of any nature whatsoever, which are related in any fashion whatsoever to MFS's prospective leasing, negotiations to lease, signing of documents relating in any way to the lease, and any other activity relating in any way to the leasing or potential leasing by MFS of the property. MFS represents that it fully understands the terms of this Release, and voluntarily accepts it for the purpose of making a full compromise, adjustment, and settlement of the claims and damages above mentioned.


3. Any payments made to MFS are made in settlement and compromise of a doubtful and disputed claim, and for the purpose of avoiding expense incident to potential litigation and of "buying peace," and said payments and parking rights are not made nor are to be construed as an admission of liability on the part of Metro, its agents, employees, officers, councilors, successors, and assigns, including but not limited to Neil Saling, by whom liability is expressly denied.

4. MFS, its agents, officers, employees, and directors shall keep the fact of this Release, and the terms thereof, confidential, except as may otherwise be required by law.

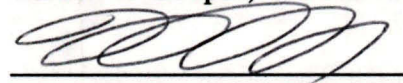
5. MFS acknowledges that it has had a reasonable and adequate opportunity to review this Release, and to review it with legal counsel. MFS acknowledges that it has read the Release, knows the contents thereof, and signs it as its own free act. MFS represents that the person signing on its behalf has full authority to sign on behalf of MFS.

METROPOLITAN FAMILY SERVICE, INC.


By: Gary Withers, Executive Officer
Date: 6/8/94


Mark A. Turner, OSB #86304
Attorney for Metropolitan Family Service, Inc.
Date: 6/8/94

Approved as to Form:
Daniel B. Cooper, General Counsel


By: Mark B. Williams OSB #84107
Senior Assistant Counsel

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