

NORTHWESTERN SCHOOL of LAW
of LEWIS & CLARK
COLLEGE



Leonard DuBoff
The DuBoff Law Group LLC
Ste 200
6665 SW Hampton St
Portland, OR 97223

December 15, 2004

Re: Letter of Agreement Regarding Candise DuBoff Jones Scholarship Fund

Dear Leonard:

This letter is intended to set forth the agreement of the Lewis & Clark Law School as to the appointment of a board to make annual decisions concerning award of Candise DuBoff Jones Scholarships. It is the agreement of the parties that the following procedures be followed in the administration of this scholarship:

1. The attached solicitation shall be circulated annually in September and applicant files will be submitted to a board to consist of:
 - a) One member of Candise DuBoff Jones' family, or its designee;
 - b) The associate Dean for Academic Affairs of the Law School or his/her designee; and
 - c) One member of the practicing bar in Oregon who is mutually agreeable to the other two board members.

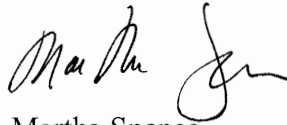
Each board member shall be asked to serve until such time as his/her replacement has been selected and shall serve.

2. The board will meet within three weeks of its receipt of applicant files to decide upon the recipient(s) or if the timing is not possible as soon thereafter as is practical.

3. The board shall, in its discretion, award one or more annual scholarships which together do not exceed four and one half percent (4.5%) of the principal balance of the scholarship fund (the "Spending Rate"). The Spending Rate may be changed from time to time by the Law School but only as it applies to all scholarship funds of the Law School. It is the agreement of the parties that this scholarship shall remain available indefinitely and that the principal shall never be either commingled or disbursed other than for investment purposes so that the scholarship will remain perpetual. The parties understand and agree that the scholarship fund is commingled with the College's other

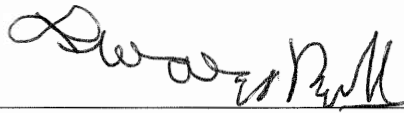
endowment funds for investment purposes only. The principal of the fund will receive the same earnings or losses as the College's general endowment. In entering into this agreement neither party waives any rights or remedies available to such party, on the date of this agreement, regarding the scholarship fund and its management or supervision.

Sincerely,



Martha Spence
Associate Dean for Academic Affairs
Lewis & Clark Law School

Agreed and Accepted:



Leonard DuBoff