

## EXHIBIT A

**SURFACE LEASE  
SE 11th Avenue  
RWA File No. 7114**

This lease is made and entered into this 31st day of May, 2010 ("Effective Date") by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, ("City") and **Intrinsic Ventures, Inc.** a corporation duly organized and incorporated under the laws of the State of California ("Lessee").

**WITNESSETH**

WHEREAS, the **City of Portland**, a municipality of the State of Oregon, through its Bureau of Transportation ("City"), owns, possesses, and/or controls certain property interests located in the vicinity of SE 11th Avenue north of SE Clinton Street, with said property depicted on Exhibit A attached hereto ("the Premises");

WHEREAS, **Intrinsic Ventures, Inc.** the owner of property in the immediate area is currently leasing the Premises for parking purposes, under Contract No. 52427, all directly associated with Lessee's business. The Lease expires May 30, 2010 and Lessee has requested to enter into a new long term lease of the Premises with the City and;

WHEREAS, the City Council is of the opinion that leasing of said area to Lessee for vehicle parking will give the best return to the City for use of such area.

NOWHEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**AGREED**

In consideration of the leasing of the premises described below ("the Premises") and of the mutual agreements contained herein, each party expressly covenants and agrees as follows:

1. **Premises** - City agrees to lease Lessee the Premises more particularly described as City owned property located south of 2536 SE 11th Avenue, Portland, also known as a portion of Block 62, Tibbetts Addition, 1S1E11BA tax lot 6600, containing approximately 12,995 square feet within the existing fenced parking lot. The location of the Premises is depicted on Exhibit A attached hereto.
2. **Authority** - The lease is entered into in accordance with general authorities provided under ORS 271.310 and Charter, City of Portland Section 1-104. It is understood that this Lease shall not affect the prior dedication or grant of the street property for street and sidewalk purposes.
3. **Term:**
  - a) The term of this lease shall be year to year, commencing on May 31, 2010 and will automatically renew unless sooner terminated under the provisions hereof.

- b) At the time of renewal, Lessee shall be in full compliance with the terms and conditions of the lease.
- c) At the sole discretion of the City, rent may be adjusted to the market rate for comparable lease sites as determined by the City. Alternatively, the City may elect to adjust the rent in accordance with Section 4(f) below.
- d) Any negotiated changes in the terms and conditions of this lease shall be in writing and, unless otherwise agreed, shall become effective on the first day of the renewal term. In the event City and Lessee cannot agree on other negotiable changes, if any, in the terms and conditions of this lease, within thirty (30) days from the renewal term the lease shall terminate as required by the original lease or any amendments.

**4. Rent:**

- a) Lessee shall pay annual rent ("Annual Rent") in an amount of \$16,200 per year, based on 30 parking spaces @ \$45.00 per month. Lessee shall pay to the City, in advance on or before the tenth (10th) day of January of each calendar year during the term of this Lease, Rent is to be made payable to the City of Portland, Accounting Division, 1120 SW Fifth Avenue, Suite 1250, Portland, Oregon 97204, or such other place as the City may designate.
- b) At City's sole discretion, City will accept Rent in monthly payments upon written request by Lessee. Accepting Rent on a monthly basis one year does not constitute such arrangement for subsequent years.
- c) All Rent to be paid by Lessee to City shall be in lawful money of the United States of America and shall be paid without deduction or offset at such place or places as may be designated from time to time by City. While City intends to invoice Lessee annually for rents due, delayed invoicing does not relieve Lessee of its obligation to pay rent on time.
- d) No payment by Lessee or receipt by City of a lesser amount than any installment or payment of rent or other charges or fees shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent or other charges or fees shall be deemed an accord and satisfaction. City may accept such check or payment without prejudice to City's right to recover the balance of such installment or payment of rent or other charges or fees, or pursue any other remedies available to City. Payments received shall be credited to the oldest outstanding amount due.
- e) The Rent provided for herein contemplates the use of the City owned property solely as vehicle parking as stated in Section 7. In the event the City shall approve use of City property for purposes other than those currently approved, the Rent shall be renegotiated to a reasonable rate in accordance with the then current rental rates for comparable facilities and uses in the City of Portland, Oregon.
- f) Commencing at the beginning of the second (2<sup>nd</sup>) full calendar year following the Effective Date, and thereafter on the last day of each succeeding one (1) year period throughout the Initial Term and any renewal term (hereinafter "Rent Adjustment Date"), rent shall be adjusted to equal the rent at the beginning of the previous period for which rents were fixed, increased by the greater of (i) any percentage increase in the most recently available Consumer Price Index (CPI) as of the beginning of the previous period for which rents were fixed, or (ii) two percent (2%) per year. However, in no event shall adjusted rent equal less than Initial Rent. For example, if the CPI as of the date of this

Lease were 300.2 and the CPI as of the second anniversary of the rent commencement date were 322.8, annual rent for the succeeding year would be determined by multiplying the Initial Rent by 1.075. For purposes of this Section 4.f. Unless otherwise agreed, CPI means the Consumer Price Index for All Urban Consumers (1982-84 equal to 100), Portland, Oregon for All Items, or a comparable Index published by the United States Bureau of Labor Statistics if such Consumer Price Index be discontinued.

- g) All amounts not paid by the Lessee when due shall bear interest at the rate of one percent (1%) per month. The interest rate of one percent (1%) on overdue accounts is subject to periodic adjustment to reflect City's then current interest rate charged on overdue accounts.
5. **Net Lease** - It is the intention and purpose of the respective parties hereto that this Lease shall be a "net lease" to City, all cost or expense of whatever character or kind, general and special, ordinary and extraordinary, foreseen and unforeseen and of every kind and nature whatsoever that may be necessary in or about the operation of the Premises and Lessee's authorized use thereof during the entire Term, or its extension(s), to be paid by Lessee including but not limited to taxes, utilities, insurance, and/or property assessments, if applicable. All provisions of this Lease relating to expenses are to be construed in light of such intention and purpose to construe this Lease as a "net lease."
  6. **Late Fee** - In addition to all of the remedies provided by this lease, if any rent or other charge required by this lease is not received by City within ten (10) days after it is due, City may impose a late charge equal to the greater of One Hundred Dollars (\$100.00) or five percent (5%) of the amount of the delinquent rent or other charge for the month in which the rent or other charge is delinquent. Lessee shall pay any late charges immediately upon billing by City. The imposition by City and/or the payment by Lessee of any late charges shall not waive or cure Lessee's default hereunder. Failure to impose a late charge on one occasion does not effect a waiver of City's right to impose a late charge on subsequent delinquent payments.
  7. **Permitted Use** - Lessee accepts full responsibility for its use of the Premises from and after the Effective Date during the term hereof. The use of the Premises shall be used, managed, and operated by Lessee for the following exclusive purposes and no others: *parking of passenger vehicles for users of the building at 2505 SE 11th Avenue, Portland, Oregon*. No other uses by Lessee are allowed. Said uses will be made in full compliance with applicable laws, regulations, ordinances, and orders that a public authority of competent jurisdiction shall put into effect or may hereafter put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. Lessee shall not:
    - a) Use the Premises for any other use, without the prior written consent of City;
    - b) Permit any unlawful activity, occupation, business, or trade to be conducted on the Premises;
    - c) Construct or permit to be constructed any improvements on the Premises without prior written approval of the City;
    - d) Allow any lien to be filed against the Premises by anyone supplying labor or materials for any improvements by or for the benefit of Lessee;

- e) Sell or consume or permit the sell or consumption of alcohol or illegal drugs of any kind on the Premises;
- f) Store fuel, gasoline, petroleum produces, explosives or other highly flammable materials on the Premises;
- g) Commit waste of the Premises; or
- h) Damage survey monuments, witness corners and other location markers.

**8. Nuisance, Waste, Hazardous Substances:**

- a) Lessee shall refrain from any use which is improper, immoral, unlawful, objectionable, or which is offensive or annoying or interferes or obstructs the rights of City or other Lessees or owners, users, or occupants of the Premises, or nearby properties. Lessee shall not create or permit to be created any condition which would: constitute a fire hazard; permit any objectionable noise or odor to be emitted or escape from the Premises; injure the reputation of the Premises; permit the Premises to be used for lodging or sleeping purposes; in any manner result in defacement or injury of the Premises; or be dangerous to persons or property. Lessee shall not install any power machinery on the Premises except under the supervision and with the prior written consent of City. Lessee shall comply at Lessee's sole cost and expense with all orders, notices, regulations or requirements of any governmental authority respecting the use of the Premises.
- b) The term "Hazardous Substances", as used in this lease, shall have the meaning set out at ORS 465.200(16)(2003 Ed) or as it may be amended, including asbestos.
- c) Lessee shall, at Lessee's own expense, comply with all laws regulating the use, generation, release, manufacture, refining, production, handling, processing, storage, transportation, or disposal of Hazardous Substances. Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions at, on, under or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and groundwater conditions.
- d) Lessee shall not cause or allow to occur the use, generation, release, manufacture, refining, production, handling, processing, storage, or disposal of any Hazardous Substance on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substance without City's prior written approval.
- e) Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities.
- f) Regardless of fault, should City or any other governmental authority demand that a clean up plan be prepared and that a clean up be undertaken because of any release of Hazardous Substances that occurs as a result of Lessee's use or occupancy of the Premises, then Lessee shall, at Lessee's own expense, prepare and implement the required plans and provide all financial assurances in accordance with applicable requirements. Lessee's obligations under this provision shall not prevent Lessee from denying responsibility for the release of Hazardous Substances.
- g) Lessee shall promptly provide all information regarding the use, generation, storage, transportation, release, manufacture, refining, production, handling, processing, or disposal of Hazardous Substances that is requested by City. If Lessee fails to fulfill any duty imposed under this section within a reasonable time, City may do so; and in such case, Lessee shall cooperate with City in order to prepare all documents City deems

necessary or appropriate to determine the compliance therewith; and Lessee shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages under any applicable law shall constitute a waiver of any of Lessee's obligations under this section.

- h) Lessee's obligations and liabilities under this section shall survive the expiration or termination of this lease.

- 9. **Fire Prevention** - Lessee shall exercise due diligence and care and caution to prevent and control fire on the Premises.

**10. Acceptance of Premises:**

- a) Lessee has examined the Premises and accepts them in "as is" condition. No representations or warranties as to the condition of the Premises have been made by City or its officers, agents or employees. City shall have no liability to Lessee for any damage or injury caused by the condition of the Premises.
- b) Lessee accepts the Premises subject to any and all valid interests of record, including, but not limited to existing permits, licenses, leases, easements, franchise agreements, railroad facilities, pipelines, telephone, telegraph, communication, power and signal lines or any other similar facilities, together with any future installations thereof. Without implying a warranty of any nature, the Portland Bureau of Transportation is not aware of any valid interests of record that would prevent the leasing of the Premises to the Lessee.

- 11. **Square Footage** - Lessee's signature to this lease verifies the approximate square footage of the Premises and available parking stalls as of the Effective Date. Lessee is aware of the Portland to Milwaukie Light Rail Project to begin construction as early as May, 2011. Should City elect to realign SE 11th Avenue as part of the project, and thus reducing the amount of square feet and parking stalls of the Premises, Rent will be adjusted based on the number of reduced parking stalls at the calculated rate for the term when construction commences at the Premises.

**12. Lessee Improvements:**

- a) Lessee shall not make or allow to be made any alterations, additions or improvements to the Premises, or any part thereof, without first obtaining the written consent of City, which will not be unreasonably withheld.
- b) All work performed by Lessee shall be carried forward expeditiously, shall not interfere with City's work or the work to be performed by or for other Lessees, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.

**13. Maintenance and Repair:**

- a) Except for repairs which are City's responsibility, Lessee shall at all times maintain the Premises and all improvements of any kind, which may be erected, installed or made thereon by City or Lessee in a neat condition, free of trash and debris, in good and substantial condition, order and repair.
- b) City shall have no duty to make any repairs which are its obligations under this lease until Lessee has given written notice to City of the repairs to be made or condition to be

corrected. City shall have no liability for failure to make any repair required of it if the repair is completed within a reasonable time following the notice from Lessee. Lessee waives the right to make repairs or maintain at City's expense under any law, statute or ordinance now or hereafter in effect.

- c) City shall not be required to make any repair which it deems to be uneconomic. In the event City determines that a repair shall not be made, it shall notify Lessee whose sole remedy for failure to make such repair shall be its right to terminate this lease on thirty (30) days written notice to City.
  - d) If the Premises are located at street level, Lessee shall, at all times, keep the sidewalks in front of the Premises free and clear of ice, snow, rubbish, debris, and obstruction.
  - e) If Lessee's use of the Premises causes an immediate hazard to Premises, Lessee must notify City immediately and if so directed by City make immediate repairs approved by the City. If such repairs are not made in a responsive manner as determined by the City Engineer, then the City, upon such notice to Lessee as is practical under the circumstances, may cause such repairs to be made and bill Lessee for such cost. Failure to make payment within 90 days of billing shall constitute default in accordance with Section 24. The amount of such cost, if not paid to the City, shall become a lien on the interest of Lessee, or any successors or assigns of Lessee's interest in the Lease, in real property of Lessee in the immediate area.
14. **Signs and Attachments** - Lessee shall not, without City's prior written consent, place any marks, signs, advertisement, notice, marquee, awning, decoration, antenna, aerial, or any other device or attachment in, on or to the roof, front, windows, doors or exterior walls of the Lessee's Encroachment. Any sign or attachment placed upon the Lessee's Encroachment by Lessee with City's consent shall be removed at Lessee's expense upon termination of this lease, and all damage caused by the removal shall be repaired at Lessee's expense. Lessee shall properly maintain any signage it installs pursuant to this section. The cost of such installation, operation and maintenance shall be borne by Lessee.
15. **Liens** - Lessee shall keep the Premises free from all liens, including mechanics liens, arising from any act or omission of Lessee or those claiming under Lessee. Lessee shall pay as due all claims for work done, for services rendered or material furnished to the Premises at its request. If Lessee fails to pay any claims or to discharge any lien, City may do so and collect all costs of discharge, including its reasonable attorney's fees. Such action by City shall not constitute a waiver of any right or remedy City 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 City'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 filing, provide City with an executed copy of a discharge of the lien, or deposit with City cash or a sufficient corporate surety bond or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs, attorney's fees or other charges that could accrue as a result of any foreclosure sale or sale under the lien. This lease shall be subject and subordinate to such liens and encumbrances as are on or as City may hereafter impose on the land and building, and Lessee shall upon request of City, execute and deliver agreements of subordination consistent with this section.

16. **Subsurface Areas.** This lease grants no rights whatsoever to the subsurface areas of the Premises.

17. **Eminent Domain:**

- a) Either party receiving any notice of an intended taking affecting the Premises or any portion thereof, any service of legal process relating to condemnation or any other notification in connection with any taking, condemnation or purchase, sale or transfer in lieu of condemnation, shall promptly give the other party notice. For purposes of this lease, taking or condemnation includes a sale to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power.
- b) If all or a portion of the Premises, or the building in which it is located, is taken by a corporation or governmental authority having right of eminent domain, by exercise of that right or by purchase, whether the taking be a direct physical taking or an indirect taking compensable by way of severance damages or the like, City shall be entitled to all of the proceeds of the taking and Lessee shall have no claim against City as a result of the taking except for a return of prepaid rent. If the Premises remaining after the taking, if any, are sufficient for practical operation of Lessee's business, City shall proceed as soon as reasonably possible to make necessary repairs to cause the Premises to be comparable to that existing prior to the taking and Lessee shall pay as rent therefore the amounts reserved hereunder reduced commensurately with the reduction in value of the Premises on account of the taking. Rent shall be abated to the extent that the Premises are untenable during such period of alteration and repair. If the Premises remaining are not sufficient for practical operation of Lessee's business, this lease shall terminate as of the date possession of the Premises is taken.

18. **Indemnification:**

- a) Lessee shall indemnify and hold harmless City, its officers, agents and employees from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with: (1) the use, occupancy, management, or control of the Premises; (2) any failure of Lessee to comply with the terms of this lease or any violation of law or ordinance; and (3) the acts or omission of Lessee, its agents, officers, directors, employees, or invitees; provided, however that Lessee shall not be liable for claims caused by the sole gross negligence of City, its officers, agents or employees. Lessee shall, at its own cost and expense, defend any and all claims, demands, actions or suits which may be brought against Lessee, or City or its' officers, agents or employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments; including attorney fees and costs, that may be recovered against Lessee, or City or its' officers, agents, and employees, in any such action or actions in which they may be party defendants.
- b) Lessee shall give City prompt written notice in case of casualty or accident on the Premises. Lessee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises from any cause other than City's sole gross negligence, and Lessee waives all claims in respect thereof against City.
- c) Lessee shall release and hold harmless City and its officers, agents, and employees from and shall assume all risks of damage to the Lessee's Encroachment constructed or

maintained by Lessee or to any personal property located in said structure resulting directly or indirectly from the failure of water lines or sewers or any other utilities occurring, during or resulting from any reconstruction or maintenance of said utilities.

- d) City and its officers, agents, and employees shall not be liable for any latent defect in the Premises and Lessee specifically agrees to indemnify, defend and hold harmless City, and its' officers, agents and employees, from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection with, the use, generation, release, manufacture, refining, handling, processing, storage, transportation, or disposal of Hazardous Substances as defined in by ORS 465.200(16)(2003 Ed ) or as it may be amended including asbestos. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulatory or administrative agency.

**19. Liability Insurance:**

- a) Lessee shall maintain commercial general liability and property damage insurance, including automobile liability, that protects Lessee and City and its officers, agents, and employees as additional insureds from any and all risks, claims, demands, actions, and suits for damage to property, personal injury, including death, arising directly or indirectly from Lessee's activities or any condition of the Premises, whether or not related to an occurrence caused or contributed to by City's negligence. The insurance shall protect Lessee against the claims of City on account of the obligations assumed by Lessee under this lease and shall protect City and Lessee against claims of third persons. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000 for each occurrence, and \$1,000,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this lease. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage shall apply as to claims between insured on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City. If the insurance is cancelled or terminated prior to termination of the lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the lease. The insurance shall include coverage for any damages or injuries arising out the use of automobiles or other motor vehicles by the Lessee.
- b) Lessee shall maintain on file with the City, a certificate of insurance certifying the coverage required by this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance and to maintain a current certificate of insurance on file, shall be cause for immediate termination of this lease by City.



**20. Assignment and Subletting:**

- a) Lessee shall not assign or mortgage this lease or any interest herein and shall not sublet the Premises or any part thereof, or any right or privilege pertinent thereto, and shall not sell or otherwise transfer any ownership interest in any corporate Lessee, or permit any other person (the agents, employees and invitees of Lessee excepted) to occupy or use the Premises or any portion thereof, without first obtaining the written consent of City, which City will not unreasonably withhold. Consent by City to one assignment, subletting, transfer, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, transfer, occupation or use by another person.
- b) Except as to full assignments or transfers, City consent to an assignment, sublet, transfer, occupation or use shall not release the original named Lessee from liability for the continued performance of the terms and provisions on the part of Lessee to be kept and performed, unless City specifically and in writing releases the original named Lessee from liability.
- c) Any assignment, subletting, transferring, occupation or use without the prior written consent of City shall be void and shall, and at the option of City, terminate this lease. This lease shall not, nor shall interest herein, be assignable, as to the interest of Lessee, by operation of law, without the prior written consent of City.
- d) City shall not unreasonably withhold its consent to any assignment, subletting, transfer, occupation or use provided the rent paid by the assignee or subLessee is not less than the rent required by this lease and the proposed Lessee is compatible with City's normal standards for the Premises. If Lessee proposes a subletting, assignment, transfer, occupation or use, City shall have the option of terminating this lease and dealing directly with the proposed subLessee or assignee, or any third party.
- e) If an assignment, subletting, transfer, occupation or use is permitted, the net value of any rent received by Lessee as a result of such transaction shall be paid to City promptly following its receipt by Lessee. Lessee shall pay any costs incurred by City in connection with a request for assignment, subletting, transfer, occupation or use including reasonable attorneys' fees.

**21. Assignability** - The covenants and conditions herein contained, subject to the sections as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

**22. Sale by City** - In the event of any sale of the Premises by City, City shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants, and obligations contained in or derived from this lease arising out of any act, occurrence or omission occurring after the consummation of the sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreement between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of City under this lease.

**23. Entry by City:**

- a) City reserves, and shall at any and all times have, upon notice to Lessee, the right to enter the Premises to inspect the same or to post notices of non-responsibility, to repair the Premises that City may deem necessary or desirable, without abatement of rent and may

for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably.

- b) City reserves the right, upon written notice, and at Lessee's sole cost and expense, to reenter the Premises for the specific purpose of rectifying the condition and restoring the Premises to the condition, use and appearance intended by the parties at the time this lease was executed.
- c) Lessee hereby waives any claims for damages or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby pursuant to this section.
- d) Any entry to the Premises obtained by City by any means shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

**24. Default by Lessee - The following shall be events of default:**

- a) Failure of Lessee to pay any rent or other charge required by this lease within ten (10) days after it is due.
- b) Failure of Lessee to comply with any term or condition or to fulfill any obligation of this lease other than payment of rent or other charges, within ten (10) days after written notice by City specifying the nature of the default with reasonable particularity. However, if the default is of such a nature that it cannot be completely remedied within the ten (10) day period, Lessee shall not be in default if Lessee begins correction of the default within the ten (10) day period and thereafter proceeds with reasonable diligence and in good faith to correct the default as soon as practical and to completion.
- c) The bankruptcy or insolvency of Lessee or if a receiver or trustee is appointed to take charge of any of the assets of Lessee, sub-Lessees or assignees in or on the Premises or in the event of judicial sale of the personal property in or on the Premises upon judgment against Lessee or any sub-Lessee or assignee thereunder unless otherwise directed by order of a bankruptcy court.

**25. Remedies On Default by Lessee:**

- a) In the event of a default, City may elect to terminate Lessee's right to possession of the Premises by thirty (30) day written notice to Lessee. If the Lessee defaults on the performance of any of the covenants or conditions of this Lease and the default is not remedied within 30 days after written notice of such default has been received by the Lessee, or within any additional period the City allows in writing for good cause, the Lessee will be subject to legal or any other administrative action deemed appropriate by the City. In the event that the default is not remedied and a notice of termination is issued, City may re-enter, take possession of the Premises and remove any persons or property by legal action or self-help, with the use of reasonable force and without liability for damages. City shall have a security interest in Lessee's property on the Premises at the time of re-entry to secure all sums owed or to become owing City under this lease. Perfection of such security interest shall be taking possession of the property or otherwise as provided by law.

- b) Following re-entry by City because of Lessee's default and subsequent termination, City may re-let the Premises. City may alter, refurbish or change the character or use of the Premises in connection with any re-letting. Re-letting by City following Lessee's default shall not be construed as an acceptance or a surrender of the Premises. If rent received upon re-letting exceeds the rent received under this lease, Lessee shall have no claim to the excess.
  - c) Following re-entry, City shall have the right to recover from Lessee the following charges:
    - i) All unpaid rent or other charges for the period prior to re-entry, plus late charges as provided by this lease.
    - ii) All costs incurred by City by reason of Lessee's default, including, but not limited to the cost of recovering the Premises, of re-letting or attempting to re-let the Premises, including without limitation, the cost of clean up and repair and preparation for a new Lessee, the cost of correcting any defaults or restoring any unauthorized alterations, the amounts of any real estate commissions or advertising expenses and the unamortized cost of any improvements installed at City's expense to meet Lessee's special requirements.
    - iii) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation has commenced.
  - d) City may institute actions periodically to recover damages as they accrue throughout the lease and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. Nothing in this lease shall be deemed to require City to wait until the lease terminates to institute action. City may obtain a decree of specific performance requiring Lessee to pay damages as they accrue. Alternately, City may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease.
  - e) In the event that Lessee remains in possession following default and City does not elect to re-enter, this lease shall remain in effect and City may enforce all of its rights and remedies hereunder and City may recover all unpaid rent or other charges, plus late charges, and shall have the right to cure any non-monetary default and recover the cost of such cure from Lessee. In addition, City shall be entitled to recover attorney's fees reasonably incurred in connection with the default, whether or not litigation has commenced. City may institute actions to recover such amounts as they accrue and no one action for accrued damages shall bar a later action for damages subsequently accruing.
  - f) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy. Lessee's liability to City for default shall survive termination of this lease.
26. **Default by City, Remedies** - City shall not be in default unless City fails to perform obligations required of City within a reasonable time. However, City shall perform its obligations within thirty (30) days after receiving written notice from Lessee specifying where and how City has failed to perform its obligations. However, if the nature of City's obligations is such that more than thirty (30) days are required for performance then City

shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

27. **City's Inability to Perform** - City shall not be deemed in default for the non-performance or for any interruption or delay in performance of any of the terms, covenants and conditions of this lease if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, earthquakes or through act of God or other cause beyond the reasonable control of the City. In the event that City's inability to perform results in the need to suspend or terminate the Lease, Lessee's sole remedy shall be the refund of prepaid rents, if any.

28. **General Provisions:**

- a) **Administrative Fees** - The City reserves the right to require reasonable administrative fees for written consents, estoppel certificates, assignments, and other administrative actions that may be required under this lease.
- b) **Cumulative Rights and Remedies** - No right or remedy or election provided by this lease shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies available at law or in equity.
- b) **Ambiguity** - Both parties have had the opportunity to provide input into the drafting of this Lease and have had the opportunity to review it with counsel, whether or not that opportunity has been exercised. Therefore, the parties agree that it shall not be construed for or against either party in order to resolve any ambiguity.
- c) **Time is of the Essence** - Time is of the essence in this lease.
- d) **Non-Waiver** - Acceptance by City of any rental or other benefits under this lease shall not constitute a waiver of any default. Any waiver by City of the strict performance of any of the sections of this lease shall not be deemed to be a waiver of subsequent breaches of a different character, occurring either before or subsequent to such waiver, and shall not prejudice City's right to strict performance of the same section in the future or of any other section of this lease.
- e) **Amendments** - City and Lessee may amend this Lease at any time only by written amendment executed by City and Lessee. Unless otherwise expressly provided in this Lease, any amendment that increases City's risk must be approved by City Council by ordinance enactment. City's Right-of-Way Acquisition Supervisor, or his or her successor, may approve an amendment increasing the amount of compensation to City. City's Right-of-Way Acquisition Supervisor may agree to and execute any other amendment on behalf of City.
- f) **Grammatical Changes** - Wheresoever the word City or Lessee is used herein, it relates also to the City or Lessee jointly and severally, if there may be more than one Lessee or City herein, and to their respective heirs, personal representatives, successors in interests and assigns; and the pronouns used herein shall be construed as the context and the sense and general purport of this lease may require.
- g) **Exhibits** - Exhibits, which are referred to in this lease, are attached hereto and by this reference incorporated herein.
- h) **Authority of Lessee** - If Lessee is a corporation, each individual executing this lease on behalf of that corporation shall be duly authorized to execute and deliver this lease on

behalf of the corporation, in accordance with the bylaws of the corporation, and the corporation warrants and represents that this lease is binding on the corporation.

- i) **Consent of City** - Whenever consent, approval or direction by City is required under the terms contained herein, all such consent, approval or direction shall be in writing from the City Engineer, Office of Transportation.
- j) **Construction** - In construing this Lease, if the context so requires, the singular pronoun shall be taken to mean and include the plural, and the masculine shall include the feminine and the neuter. All provisions of this Lease have been negotiated at arms length, and this Lease shall not be construed for or against any Party by reason of the authorship of any provision of this Lease.
- k) **Quiet Possession** - Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all sections of this lease.
- l) **Recordation** - Neither City or Lessee shall record this lease, but a short form memorandum hereof may be recorded at the request of City.
- m) **Section Headings and Capitalization** - The section headings to the sections of this lease are not part of the lease and shall have no effect upon the construction or interpretation of any part of it. Capitalization of certain words is provided to assist the reader. Capitalization of words or lack thereof shall have no effect upon the construction or interpretation of this lease.
- n) **Complete Agreement** - There are no oral agreements between City and Lessee affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangement, brochures, advertising, agreement and understandings, oral or written, if any between City and Lessee or displayed by City or its agents to Lessee with respect to the subject matter of this lease, the Premises or the building. There are no representations between City and Lessee or between any real estate broker and Lessee, other than those contained in the lease, and all reliance with respect to any representations is solely upon representations contained in this lease.
- o) **Joint Obligation** - If there be more than one Lessee, the obligations imposed hereunder shall be joint and several.
- p) **Third Parties** - City and Lessee are the only parties to this lease and as such are the only parties entitled to enforce its terms. Nothing in this lease gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of the lease.
- q) **Partial Invalidity** - Any section of this lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other section of the lease and other sections shall remain in full force and effect. The City Council may revoke this Lease in the event that any provision becomes invalid or unenforceable and the City Council expressly finds that such provision constituted a consideration material to City entering into this Lease.
- r) **Observance of Law** - Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force during the term of this lease, including, but not limited to those applicable to the construction, use and maintenance of Lessee's Encroachment. Furthermore, Lessee is responsible for obtaining

all other necessary authorizations required, including rights of access, if necessary. By granting this Lease the City is not obligating itself or any of its agencies with respect to any discretionary action relating to development or use of the Premises, including, but not limited to, re-zonings, variances, environmental clearances or any other governmental agency approvals or permits which are or may be required. Lessee shall correct at Lessee's own expense any failure of compliance created by the fault or use of Lessee or its agents, employees or invitees.

**s) Americans With Disabilities Compliance:**

- i) Lessee shall comply, at Lessee's sole expense, with all applicable sections of the Americans With Disabilities Act of 1990 (ADA), as it may be amended, including any duty the ADA may impose on City or Lessee as a result of Lessee's use, occupation, or alteration of the Premises.
- ii) Within ten (10) days after receipt, City and Lessee shall advise the other party in writing, and provide the other party with copies (as applicable) of any notices alleging violation of the ADA relating to any portion of the building or Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the building or Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the building or Premises.
- iii) In the event of any assignment or sublet of the Premises, Lessee and Lessee's assignee or subLessee shall agree to comply with the ADA, at their sole expense, and agree to be jointly liable under this lease for any duty the ADA may impose upon Lessee or Lessee's assignee or subLessee as a result of their use, occupation or alteration of the Premises. City reserves the right to withhold consent to a proposed assignment or sublet if the assignment or sublease fails to contain sections required by this lease to ensure ADA compliance at Lessee or Lessee's assignee's or subLessee's expense. City further reserves the right to withhold consent to a proposed assignment or sublet if the proposed use, occupation or alteration by the assignee or subLessee shall require alterations to the Premises to comply with the ADA which are inconsistent with City's management interests.
- t) **Choice of Law and Forum** - This lease shall be governed by the laws of the State of Oregon. Any litigation arising under this lease shall occur in the Multnomah County Circuit Court.

**29. Termination** - This Lease may be terminated with ninety (90) days written notice by either party. In the event that the Lease is terminated for any reason by the City, City's liability to Lessee shall be limited to the refund of prepaid rents, if any. In the event termination is beyond June 30th of any year, Lessee will be responsible for payment of real property taxes for the entire year without proration

**30. Surrender Upon Termination:**

- a) Upon termination of this lease, whether by expiration of the term hereof or by Lessee's default, Lessee shall surrender and deliver up possession to City of the Lessee's Encroachment Area and the improvements constructed therein in a safe and well-maintained condition and free and clear of any liens and encumbrances, or, at the option of City, remove the Lessee's Encroachment and return the Premises to the physical

condition as of the date of this lease. If Lessee does not comply with the provisions of this paragraph, Lessee agrees to reimburse City for costs incurred to repair or remove the Lessee's Encroachment.

- b) Should Lessee fail to vacate the Premises when required, City may elect to take legal action to eject Lessee from the Premises and to collect any damages caused by Lessee's wrongful holding over.
- c) Lessee's failure to remove property as required by subsection c) of this section shall constitute a failure to vacate to which subsection d) of this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another Lessee or with occupancy by City for any purpose including preparation for a new Lessee.
- d) Lessee shall be responsible for all consequential damages to City as a result of Lessee's failure to surrender the Premises in accordance with the lease, and this clause shall survive the termination of the lease.

**31. Rights of Owners and Permitted Mortgagees:**

- a) If an Event of Lessee's Default described in Section 24 occurs, the City shall provide Lessee with notice as set forth in Section 24.b), and that if such notice is given by the City to Lessee, the following provisions shall apply:
- b) Except as expressly provided otherwise herein, there shall be no cancellation, termination, surrender, acceptance of surrender, amendment, or modification of this Lease without written notice to Permitted Mortgagees, nor shall any merger result from the acquisition by, or devolution upon, any one entity of the interests of Lessee in this Lease.
- c) In the event of any default by Lessee under this Lease each Owner and Permitted Mortgagee shall have the same period as Lessee has, plus thirty (30) days, after service of notice on it of such default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of and City shall accept such performance by or at the instigation of any Interested Parties as if the same had been done by Lessee. Each notice of default given by City will state the amounts of whatever Rent are then claimed to be in default.
- d) If City elects to terminate this Lease by reason of any default of Lessee, each Owner and each Permitted Mortgagee, in addition to the rights granted under the preceding Section, shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by City in its notice of termination, for a period of six (6) months, provided that such Owner or Permitted Mortgagee shall cure or cause to be cured any then-existing defaults in payment of Rent and meanwhile pay the Rent, and provided further that the Owner or Permitted Mortgagee shall forthwith take steps to acquire Lessee's interest in this Lease and shall prosecute the same to completion with all due diligence. If, at the end of the six-month period, the Owner or Permitted Mortgagee is actively engaged in steps to acquire Lessee's interest, the time of the Owner or Permitted Mortgagee to comply with the provisions of this Section shall be extended for such period as is reasonably necessary to complete such steps with reasonable diligence and continuity.
- e) Nothing contained in this Lease requires the Owner or Permitted Mortgagee or the Entity to cure any default that occurs as a result of the status of Lessee, such as Lessee's

- bankruptcy or insolvency, or to discharge any lien, charge, or encumbrance against Lessee's interest in this Lease junior in priority to the lien of the Permitted Mortgage.
- f) Any Owner or Permitted Mortgagee (collectively sometimes referred to herein as "Interested Parties") may notify the City of Interested Parties' election to proceed with due diligence to foreclose the Permitted Mortgage or otherwise to proceed promptly to acquire possession of the Premises; and
- i) During the period that such Permitted Mortgagee or Interested Parties or entity formed by the Interested Parties (any of which are referred to herein as "Entity", as applicable) shall be in possession of the Premises and/or during the pendency of any such foreclosure or other proceedings and until the interest of Lessee in this Lease shall terminate, as the case may be, the Entity will pay or cause to be paid to the City all sums from time to time becoming due under this Lease for Rent pertaining to such time period; and
- ii) If delivery of possession of the Premises shall be made to such Entity, or successor to or purchaser of such interest (hereinafter "Acquirer"), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such Acquirer shall, promptly following such delivery of possession, perform or cause such successor to or purchaser of such interest to perform, as the case may be, all the covenants and agreements herein contained on Lessee's part to be performed to the extent that Lessee has failed to perform the same to the date of delivery of possession, as aforesaid, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Acquirer; then the City shall postpone any termination of this Lease and postpone any other action as a consequence of such default for such additional period or periods of time as may be necessary for such Acquirer, with the exercise of due diligence, to acquire Lessee's interest in this Lease, as aforesaid, and to perform or cause to be performed all of the said covenants and agreements herein contained, as aforesaid. Upon such acquisition of Lessee's interest in this Lease and such performance by such Acquirer pursuant to any foreclosure proceeding or other proceeding to acquire the Lease, the City's right to declare this Lease terminated or to take any other action based upon the occurrence of any uncured default or the existence of any uncured default which cannot with the exercise of due diligence be remedied by such Acquirer, shall be, and be deemed to be, waived. In the Event of Lessee's Default under this Lease or under the loan instruments with a Permitted Mortgagee or other agreements with Owners, the Entity may, so long as such party takes the steps specified in Section 31a), b), and c), exercise such rights as the Entity may have against Lessee, including the right to take possession of the Premises and exercise Lessee's rights under this Lease, foreclose or otherwise acquire Lessee's interest in this Lease as permitted by law, and reassign, sell, and/or sublet Lessee's interest in this Lease, subject to the terms and provisions of this Section 31 and the limitation that any transfer of this Lease must be in conjunction with and to the transferee in connection with the transfer of the fee interest. Nothing herein contained shall be deemed to require the Acquirer to continue with any foreclosure or other proceedings or, in the event such Acquirer shall otherwise acquire possession of the Premises, to continue such possession, if the default in respect of which the City has given notice is remedied. If prior to any sale pursuant to any proceeding brought to foreclose a mortgage, or if prior to the date on



which Lessee's interest in this Surface Lease is otherwise extinguishable, the Event of Lessee's Default in respect of which the City gives notice is remedied and possession of the Premises is restored to Lessee, the obligation of the Acquirer pursuant to the instrument referred to in this subparagraph shall be null and void and this Lease shall continue in full force and effect.

- g) In addition to the agreement of the City to forbear as set forth in Section 31d hereof, and notwithstanding that Interested Parties may not have acted during such period of forbearance, if, by reason of the occurrence or continuance of an uncured Event of Lessee's Default, this Surface Lease is terminated, the City shall immediately notify Lessee (as set forth in Section 29) of such termination. On written request of the Acquirer made at any time within thirty (30) days after the Interested Parties have received a copy of the City's written notice of termination of this Surface Lease, the City shall enter into a new lease of the Premises with such Acquirer within twenty (20) days after receipt of such request. The new lease shall be effective as of the date of such termination of this Lease for the remainder of the term of this Lease, at the same Rent and upon the same terms, covenants, conditions and agreements as are herein contained; provided that such Acquirer shall (i) contemporaneously with the delivery of such request pay to the City all the installments of Rent which Lessee was obligated but failed to pay through the date of such termination; (ii) pay to the City at the time of the execution and delivery of said new lease any and all sums for Rents which would have been due hereunder from the date of termination of this (had this Lease not been terminated) to and including the date of the execution and delivery of said new lease, together with all expenses, including reasonable attorneys' fees incurred by the City in connection with the termination of the Lease and with the execution and delivery of such new lease, less the net amount of all sums received by the City from any sub-lessees in occupancy or licensees of any part or parts of the Lease area up to the date of commencement of such new lease; and (iii) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such new lease, the Acquirer shall, with due diligence and within a reasonable time, perform or cause to be performed all of the other covenants and agreements herein contained on Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Acquirer. In that event, the performance of these covenants by the Acquirer shall be postponed and extended by the time period that the Acquirer is unable to perform. Such new lease shall have the same relative priority in time and in right as this Lease and shall have the benefit of, and shall vest in such Acquirer all of the right, title, interest, powers and privileges of the Lessee hereunder in and to the Premises, including specifically assignment of the Lessee's interest in and to all then existing subleases, automatic vesting of the Lessee's right, title and interest in and to the improvements and appurtenances in the Premises, as well as furnishings, appliances, equipment, fixtures and machinery therein, until expiration of the term as the same may be extended.
- h) If at any time there shall be more than one Permitted Mortgage constituting a lien on the entire property, and more than one such Permitted Mortgagee shall request in writing a new lease of the Premises pursuant to Section 31d), the Permitted Mortgagee most senior in lien as shown in the deed records of Multnomah County, to all other Permitted

Mortgagees who have requested a new lease, pursuant to the list of Permitted Mortgagees provided pursuant to Section 31d), shall be vested with the rights (and thereby subject to the requirements) under this Section 31 to the exclusion of any junior Permitted Mortgagee; provided, however, that such senior Permitted Mortgagee shall take such action as may be necessary to maintain and preserve the liens of all junior Permitted Mortgagees in their respective order of priority.

32. **Holding Over** - If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of City, such occupancy shall be a tenancy from month-to-month with rent in the amount of the last monthly rent, plus all other charges payable hereunder, and upon all terms hereof, applicable to month-to-month tenancy. The hold over tenancy may be terminated at will at any time by City. City shall have the right to adjust the rent payments, charges, or use fees upon thirty (30) days written notice to Lessee. In the event of hold over beyond June 30th of any year, Lessee shall be responsible for payment of real property taxes for the entire year without proration.
33. **No Partnership** - Neither anything contained in this lease nor any acts of the parties shall be deemed or construed by the parties, or either of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any other association between the parties of this lease, other than the obligations between City and Lessee as described herein.
34. **No-Waiver of Government Rights** - Subject to the terms and conditions of this lease, by making this lease, City is specifically not obligating itself or any of its agencies with respect to any discretionary action relating to development or operation of the improvement constructed or to be constructed within the public right-of-way, including, but not limited to, re-zonings, variances, environmental clearances, or any other governmental agency approvals or permits which are or may be required. City specifically reserves all of its rights to exercise its police power for the benefit of the public, including, but not limited to, its right to enter and inspect or order the Lessee's Encroachment vacated for the public health, safety or welfare. This Paragraph grants to City no greater or lesser rights than City has by virtue of its municipality status.
35. **Guaranty** - Lessee's obligations hereunder shall be guaranteed in a form substantially the same as Exhibit B, with said guarantee to extinguish upon City approval of the transfer of the lease to another party.
36. **Notices** - Any notices required or permitted by law or this lease to be given to either party shall be effective upon mailing by United States certified mail, addressed as specified below, or to such other address as either party may specify to the other in writing from time to time during the term of this lease.

**To City:**

**CITY OF PORTLAND**  
 Bureau of Transportation  
 Right of Way Acquisition  
 1120 SW Fifth Avenue, Room 800  
 Portland, Oregon 97204

**To Lessee:**

**Intrinsic Ventures, Inc.**  
 Attn: Michael Tevis  
 3500 Alameda de las Pulgas, Ste 100  
 Menlo Park, CA 94025

IN WITNESS WHEREOF, **Intrinsic Ventures, Inc.**, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Michael C. Tevis as President and Michael C. Tevis as Secretary, this 13 day of July, 2010.

INTRINSIC VENTURES, INC., A CALIFORNIA  
 CORPORATION

By: Michael C. Tevis  
 President

By: Michael C. Tevis  
 Secretary

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
 by \_\_\_\_\_ as President, and \_\_\_\_\_ as Secretary, of  
 Intrinsic Ventures, Inc., a California corporation.

Notary Public for \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**STATE OF California )  
COUNTY OF San Mateo )

File No: ()

APN No:

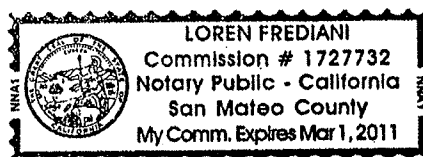
On 7/13/10 before me, Loren Frediani, Notary Public, personally appeared Michael L. Lewis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**CITY OF PORTLAND**

By: \_\_\_\_\_  
 Mayor Sam Adams

By: \_\_\_\_\_  
 LaVonne Griffin-Valade  
 Auditor

STATE OF OREGON     )  
                                   )ss.  
 County of Multnomah     )

Personally appeared Sam Adams, who being duly sworn, did say that he is the Mayor of the City of Portland, a municipal corporation, and that said instrument was signed in behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.

Before me \_\_\_\_\_  
 Notary Public for Oregon  
 My Commission expires \_\_\_\_\_

STATE OF OREGON     )  
                                   )ss  
 County of Multnomah     )

Personally appeared LaVonne Griffin-Valade, who being duly sworn, did say that she is the Auditor of the City of Portland, a municipal corporation, and that said instrument was signed in behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.

Before me \_\_\_\_\_  
 Notary Public for Oregon  
 My Commission expires \_\_\_\_\_

Approved as to form:

Approved:

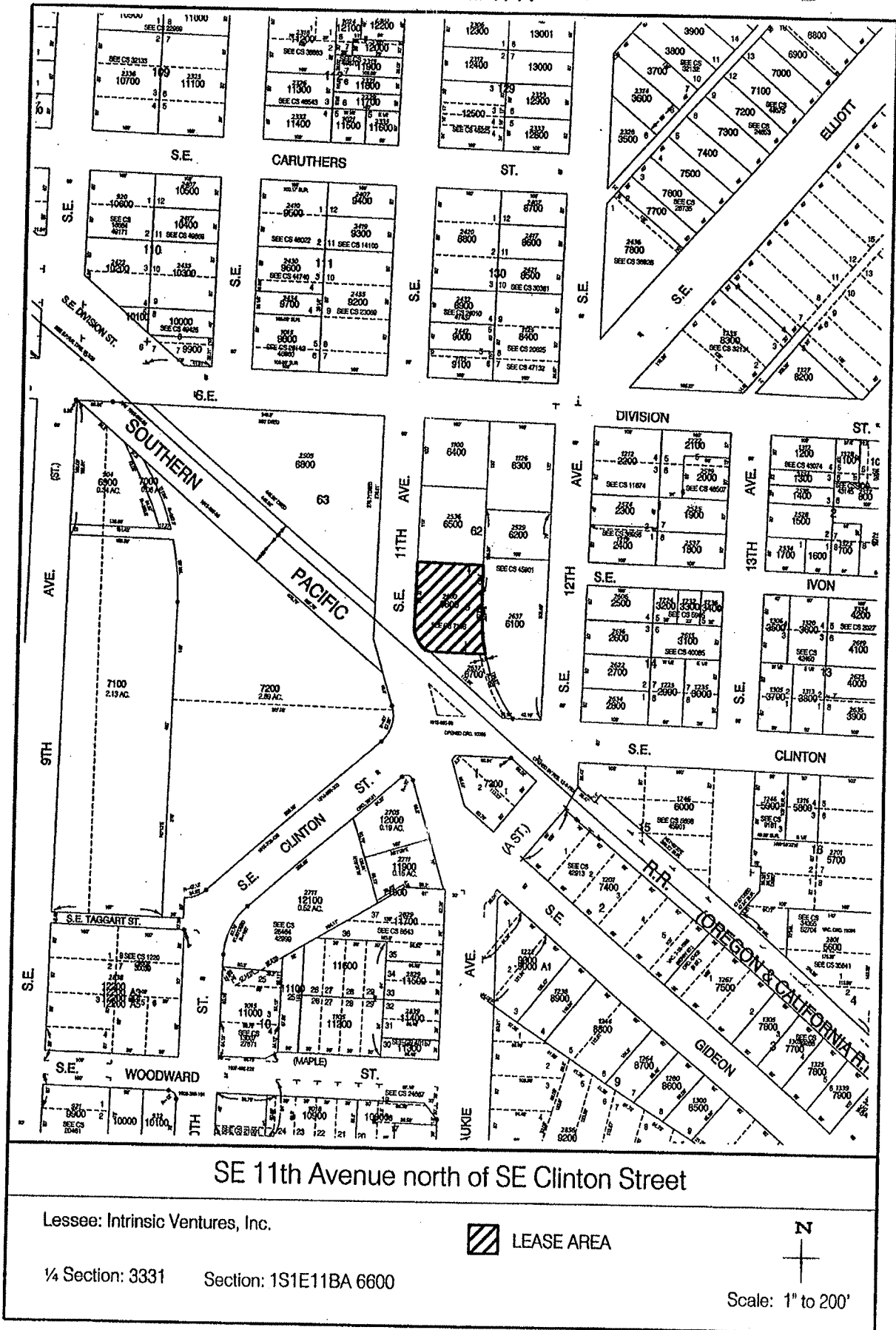
**APPROVED AS TO FORM**

City Attorney *[Signature]*  
**CITY ATTORNEY**

Lease\7114-Intrinsic Ventures

\_\_\_\_\_  
 City Engineer or designee

**SUBJECT TO INSURANCE APPROVAL**



## EXHIBIT B

## GUARANTEE

In consideration of the agreement of the City of Portland, a municipal corporation, City, to enter into the lease dated **May 31, 2010** ("the Lease") with **Intrinsic Ventures, Inc.**, Lessee, the undersigned Michael C. Tervs, ("Guarantor") hereby unconditionally guarantees the punctual payment of all rent, as defined in the lease, and other payment required to be paid by Lessee, and the strict performance of all other obligations of Lessee under the lease. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several. Guarantor further agrees as follows:

1. Guarantor shall be directly liable to City for any amount due from Lessee under the lease, without requiring that City first proceed against Lessee. Guarantor agrees that City may deal with Lessee in any manner in connection with the lease without the knowledge or consent of Guarantor and without affecting Guarantor's liability under this guaranty. Without limiting the generality of the foregoing, Guarantor agrees that any extension of time, assignment of the lease, amendment, or modification to the lease, or compromise of the amount of any obligation or liability under the lease made with or without the knowledge or consent of Guarantor shall not affect Guarantor's liability under this guaranty.
2. This guaranty shall apply to the term of the lease, any extension or renewal thereof, and to any holdover term following the term of the lease or any extension or renewal thereof.
3. Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever with respect to any payment guaranteed under this guaranty, and agrees to pay unconditionally upon demand all amounts owed under the lease.
4. This lease shall be conclusively presumed to have been created and contracted in reliance upon the guaranty.
5. If City retains an attorney to enforce this guaranty or to bring any action or any appeal in connection with this guaranty, the lease, or the collection of any payment under this guaranty, or the Lease, City shall be entitled to recover its attorney's fees, costs, and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which City may be entitled. Each reference in this guaranty to City shall be deemed to include its successors and assigns, to whose benefit the provisions of this guaranty shall also inure. Each reference in this guaranty to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this guaranty.

Intrinsic Ventures, Inc., GUARANTOR

By:

Michael C. Tervs  
Name & Title

Pres

Date:

13 July 2010