

POP-UP RETAIL STORE PERMIT RIGHT OF ENTRY

Permit Effective Date (Section 2)	Date both parties sign this Permit. Effective Date: _____
Permittee	Company Name: Address: Permittee Representative: Phone Number: Email:
Exhibits to Agreement	A – Premises B – Storage Space C – Inventory List D – Monthly Statement E – Annual Report F – Hours of Operation G – PDX Workplace Initiative Requirements H – Maintenance Matrix
Commencement Date (Section 2)	Rent will start on the Commencement Date, which is the first date Permittee opens for business. Commencement Date: _____
Permit Term (Section 2)	One year from Commencement Date. Term Expiration Date: _____
Installation Period (Section 2.1)	The Installation Period to set-up Pop-up Store begins on _____ and ends after _____ days on _____
Premises (Section 3)	The Premises consists of _____ (____) square feet of concession space in Room _____
Storage Space (Section 3.1)	The Storage Space consists of _____ (____) square feet of space in Room _____
Employee Parking (Section 7)	Employee parking for \$35/per employee per month. Two (2) Short Term Parking Garage parking spaces for \$80/per space per month.
Percentage Rent (Section 9.1)	10% of Permittee's monthly Gross Receipts. Payment can be made by check, ACH, or credit card.
Monthly Statement and Percentage Rent Due Date (Section 9.4)	Rent and Monthly Statement due on or before the twentieth (20th) day of each month for the previous month. Email Monthly Statement to pdxfinance@portofportland.com .
Remittance Address (Section 9.4)	If paying by check, the Monthly Statement and monthly Rent payment due must be submitted to the Port at the following address: The Port of Portland P.O. Box 35143 #5095 Seattle, WA 98124-5143

Annual Report Due Date (Section 9.5)	On or before September 30. Email Annual Report to pdxfinance@portofportland.com
Weekly Sales Report (Section 10)	Report sales for the preceding week's business through the Port's online sales reporting system https://concessions.portofportland.com/ Due by 11:59 PM every Sunday.
Security Deposit (Section 10.2)	Security Deposit to be paid in full by (a) Commencement Date or (b) over three months with approval by the Port. Security Deposit amount required: Three Thousand Dollars and no cents (\$3,000.00)
Notices Address (Section 23.7)	<p>Notices are to be sent by certified mail, return receipt requested, email or delivered by hand to the last address furnished by the parties.</p> <p>Permittee</p> <p>Business Name: _____</p> <p>Contact Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Port</p> <p>The Port of Portland P.O. Box 3529 Portland, OR 97208 Attention: _____, Concessions Development Manager Email: _____</p>
Utilities (Section 16.3)	Electrical service, internet connection for POS, heating, air conditioning, water and sewer are included at no cost.
Janitorial (Section 16.2)	Basic daily janitorial by Permittee, deep cleaning by Port
Maintenance (Section 16)	Maintenance On Call: 503.460.4683
Insurance Certificates (Section 19)	Certificates of Insurance due by Installation Period. Email to Concessions Development Manager: _____



Permit Number: _____

PERMIT AND RIGHT OF ENTRY ("Permit")

[[COMPANY]] ("Permittee")

[[ADDRESS]]

[[CITY, STATE, ZIP]]

Attention: _____

Phone: (____) ____ - ____

E mail: _____

THE PORT OF PORTLAND ("Port")

P.O. Box 3529

Portland, OR 97208

Attention: _____

Phone: (503) 415-____

E mail: _____

RECITALS

A. The Port is the owner and operator of Portland International Airport ("Airport") in Portland, Oregon. The Airport includes a terminal building and its associated concourses (collectively "Terminal").

B. The Port's Pop-up Retail Program matches local talent and emerging small businesses with short-term retail store opportunities at the Airport ("Pop-up Program").

C. Through its concessions, services, and amenities the Port seeks to create an environment that embodies the unique character of the Pacific Northwest.

D. Permittee desires to operate a specialty Pop-up Program retail store in the Terminal in accordance with the terms, conditions and requirements outlined below ("Pop-up Store").

PERMIT

1. RECITALS

The Recitals above are true and are incorporated into and are a part of this "Permit".

2. EFFECTIVE DATE; TERM

The effective date of this Permit is _____ ("Effective Date"). The "Term" of this Permit begins on the Commencement Date (defined below) and continues for one (1) year until the Expiration Date on _____, unless terminated early pursuant to the terms and conditions of this Permit. The "Commencement Date" is the first (1st) day Permittee opens the Pop-up Store for business.

2.1 Installation Period

The "Installation Period" begins on _____ and ends after fourteen (14) calendar days on _____. During the Installation Period, Permittee may enter onto the Premises (defined in Section 3) at no cost for the sole purpose of setting up the Pop-up Store including, but not limited to, installing signage, transporting and installing fixtures and other supplies, equipment, and product reasonably needed to operate the Pop-up Store (collectively, "Permittee Improvements"). All activity under this Section must comply with the terms and conditions of this Permit including, but not limited to, Section 13. Permittee must install all Permittee Improvements before the Installation Period ends, unless otherwise agreed to in writing in advance by the Port. Permittee will not be charged Rent (defined in Section 9.1) during the Installation Period unless Permittee operates the Pop-up Store for normal business operations.

2.2 Approval of Permittee Improvements

Approximately sixty (60) calendar days prior to the Installation Period, Permittee will submit plans for Permittee Improvements to the Port for approval including, but not limited to: (a) a floorplan layout indicating initial placement of Port-owned fixtures and any additional Permittee-owned fixtures, furniture, or equipment Permittee elects to add; (b) cut sheets or product data for additional fixtures, furniture, or equipment; and (c) signage shop drawings from a professional sign shop. The Port will provide approval or further direction within ten (10) business days of submittal. All Permittee Improvements must be of first class quality, safe, fire resistant, attractive, in compliance with the Design Standards (defined in Section 13.9, and may be installed only with the Port's prior written approval.

3. PREMISES

The "Premises" consists of approximately _____ (_____) square feet of concession space in Room _____ as shown on the attached **Exhibit A**. Permittee accepts the Premises in "as is" condition with absolutely no warranties as to condition or suitability for use being given by the Port.

3.1 Storage Space

Permittee is also provided with Room _____, consisting of _____ (_____) square feet of storage space ("Storage Space"), as shown on the attached **Exhibit B**. There is no additional rental charge for the use of the Storage Space during the Term, but it is understood and agreed by Permittee that the Port has the right to relocate the Storage Space, at any time, to any space, similar in size, with no liability to the Port, upon giving Permittee at least thirty (30) calendar days written notice. Notwithstanding the foregoing, the Port will endeavor in good faith to provide an alternative location that is conveniently located for Permittee's operations. If the Storage Space is relocated by the Port, a new **Exhibit B** will be enclosed with the notice letter and will be incorporated into this Permit, without the need for an amendment to this Permit. Permittee may also request to lease additional storage space and/or office space from the Port if it is available. Such additional storage or office space will be covered by an amendment and will be subject to the payment of Rent at the then applicable rental rate of space in the Terminal.

4. GRANT OF RIGHT TO USE PREMISES

The Port grants to Permittee and its employees, agents, invitees, licensees, contractors, and consultants (collectively, "Permittee's Representatives") the license to enter upon and use the Premises in accordance with this Permit's terms and conditions.

5. PERMITTED USE

Permittee and Permittee's Representatives have a nonexclusive right to operate a Pop-up Store in the Premises ("Permitted Use") and must conduct only those operations and make available for sale only merchandise and services described on the Port approved inventory list, attached as **Exhibit C**, in accordance with the provisions of this Permit. Permittee must use the Premises for no other purpose. The Port reserves the right to allow others to conduct the same or similar operations and/or to sell the same or similar merchandise and services in the Terminal.

6. PUBLIC AREAS

Subject to all applicable Port ordinances, rules, regulations or policies governing the use of the Airport, the Port grants to Permittee the nonexclusive right to use, in common with others, certain areas of the Airport designated by the Port to be public or common use areas including, but not

limited to, walkways, streets, roadways, waiting rooms, hallways, restrooms and other passenger conveniences ("Public Areas") for Permittee's employees, customers, contractors, agents, invitees and suppliers for the uses for which Public Areas were designed. Permittee's rights under this Section include the right of ingress and egress to and from the Premises. The Port reserves the right to modify the Public Areas at any time and in any way it deems appropriate including, but not limited to, reconfiguration, expansion, or contraction of the Public Areas, or changing access points to and from the Public Areas.

7. EMPLOYEE PARKING

Parking for Permittee's employees is provided on a space available basis in the employee parking area of the Airport and is provided for use in common with employees of other Airport tenants, airlines, and other users of the Airport. The Port will charge Permittee a monthly parking fee for any of Permittee's employees who park in the employee parking area. As of the Effective Date, the monthly parking fee is THIRTY-FIVE DOLLARS AND NO CENTS (\$35.00) per employee, per month. The Port will also make available to Permittee two (2) parking spaces in the short term parking garage for a monthly fee of EIGHTY DOLLARS AND NO CENTS (\$80.00) for each space. The parking fee and Port parking policies may be changed by the Port at any time, upon giving Permittee at least thirty (30) calendar days' advance written notice. Parking fees will be invoiced to Permittee monthly and will be due thirty (30) calendar days following the date of invoice. The Port will look to Permittee, not to Permittee's employees, to pay for parking.

8. COVENANTS, CONDITIONS AND RESTRICTIONS

This Permit is subject to any covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, the U.S. Department of Transportation's Federal Aviation Administration or U.S. Department of Homeland Security's Transportation and Security Administration regulations or policies, or their respective successors in interest, restrictions or regulations, and any other matters of record pertaining to the Airport or the Terminal.

9. CONSIDERATION

9.1 Percentage Rent

Permittee must pay the Port a monthly percentage rent equal to ten percent (10%) of Permittee's monthly Gross Receipts (defined in Section 9.2) for merchandise and services ("Rent") from operating the Pop-up Store. Rent will begin to accrue on the first (1st) day Permittee is open for business or on the Commencement Date, unless otherwise agreed to in writing in advance by the Port.

9.2 Gross Receipts

"Gross Receipts" means the price of all merchandise sold and the charges for all services provided by Permittee or any other person or entity in, at, or from the Pop-up Store for cash, credit or otherwise, without reservation or deduction for uncollected amounts, credit card fees or charges, or collection costs including, but not limited to: (a) all sales and services occurring at the Pop-up Store including all orders that originate in, at, or from the Pop-up Store, regardless of where delivery or performance is made; (b) orders are made to and/or filled from the Pop-up Store pursuant to mail, telephone, fax, Internet orders, or otherwise received, filled, or distributed from the Pop-up Store; (c) any income resulting from transactions originating in, at, or from the Pop-up Store, and deposits not refunded to customers; and, (d) compensation of any kind received from a distributor or manufacturer for promoting or advertising any product in the Pop-up Store including, but not limited to, the amount equal to the reduction in inventory price Permittee might receive in

return for such promotion or advertisement. Excluded from Gross Receipts are: (i) returns to manufacturers or suppliers; (ii) refunds to customers, but only to the extent the original sale to that customer was included in Gross Receipts; (iii) sales of fixtures and equipment after use in Permittee's business in the Pop-up Store ; (iv) only those sales, excise, or Taxes (defined in Section 11) imposed by a governmental authority and collected from customers and then directly paid out by Permittee to the governmental authority; and (v) tips, employee discounts, and gratuities.

9.3 Recording of Gross Receipts and Handling of Cash

To record all sales generated in, at, or from the Pop-up Store, Permittee will use a cash register or computerized registration system acceptable to the Port, which is capable of producing duplicate sales slips or printouts on which each sale is identified, itemized, and recorded. Permittee will adhere to a "Cash and Record Handling Policy" developed by Permittee and provided to the Port when requested. The Cash and Record Handling Policy must adhere to Oregon Senate Bill SB 1565.

9.4 Rent Payments and Deposits

On or before the twentieth (20th) day of each month, Permittee will pay to the Port, by check, ACH, or credit card, all Rent due from the previous month. Payment must be accompanied by a "Monthly Statement" showing the actual total Gross Receipts for the previous month, using the form attached as **Exhibit D** (or similar, as revised from time to time). If paying by check, the Monthly Statement and monthly Rent payment must be submitted to the Port at:

The Port of Portland
P.O. Box 35143 #5095
Seattle, WA 98124-5143

In addition, on or before the twentieth (20th) day of each month, Permittee must submit the Monthly Statement by e-mail to the Port at pdxfinance@portofportland.com. If the Port has not received the Monthly Statement on the date due, the Port reserves the right, immediately thereafter and without notice, to invoice Rent to Permittee based on the Port's estimate of the Gross Receipts and to draw on the Security Deposit (defined in Section 10.2), based on the Port's estimate of what is due, and to assess a Delinquency Charge (defined in Section 10.1.2) on any amount that was not paid when due.

9.5 Annual Report

Every year on or before September 30, Permittee must provide to the Port a written report signed by Permittee's highest ranking finance manager with actual knowledge of the Gross Receipts, or an independent certified public accounting firm, stating that the Rent paid by Permittee during the preceding year was properly calculated and paid in accordance with the terms and conditions of this Permit ("Annual Report"). The Annual Report will be in the form attached as **Exhibit E** (or similar, as revised from time to time) and contain a complete, itemized statement of Permittee's: (a) annual total Gross Receipts broken out monthly, as shown on the books and records of Permittee, detailed as used to compute any Rent during the period covered by the Annual Report; and (b) the total Rent.

10. WEEKLY SALES REPORT

Permittee is required to report weekly sales through the Port's online sales reporting system for the preceding week's business by 11:59 p.m. Sunday.

10.1 Late Payments

10.1.1 Delinquent Payment

In the case that Permittee is delinquent in paying to the Port any Rent or other payments owed to the Port under this Permit, Permittee must pay to the Port the then prevailing Delinquency Charge (defined in Section 10.1.2), assessed on the delinquent amount. The Delinquency Charge will accrue from the date consideration is due until it is paid in full.

10.1.2 Delinquency Charge

All consideration will bear a delinquency charge of eighteen percent (18%) per annum ("Delinquency Charge"), or the maximum rate of interest allowed by law, whichever is less, from the date such consideration is due until it is paid in full. The Delinquency Charge is subject to periodic change, at the Port's sole discretion, but in no case will such change be inconsistent with Port policy and practice with respect to the amount of the Delinquency Charge imposed on other similar permittees of the Port. No change will occur, however, without at least thirty (30) calendar days' prior written notice to Permittee. Imposition of a Delinquency Charge will not constitute a waiver of any other remedies available to the Port due to Permittee's failure to timely pay consideration.

10.1.3 Returned Checks

If Permittee's check for any payment of consideration due under this Permit is returned to the Port for any reason, the payment will be considered not to have been made and will be delinquent. In addition to the Delinquency Charge, the Port may charge Permittee a returned check fee of FIFTY DOLLARS AND NO CENTS (\$50.00) per returned check, which Permittee agrees is a reasonable fee for the additional administrative time and expense incurred by the Port in having to deal with the returned check. The Delinquency Charge will continue to accrue until the returned check fee is paid, the check can be cashed, and the Port receives all amounts due. Imposition of a Delinquency Charge does not constitute a waiver of any other remedies available to the Port due to Permittee's failure to timely pay a returned check fee.

10.2 Security Deposit

As of the Effective Date, Permittee must deposit with the Port and continuously maintain throughout the Term cash or an irrevocable stand-by letter of credit drawn on a bank acceptable to the Port and in a form acceptable to the Port, in the amount of THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00) ("Security Deposit"). Payment of the Security Deposit must be made in full prior to the Commencement Date, or, with prior written approval by the Port, in three equal installments of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) over the three (3) month period immediately after the Commencement Date. The Security Deposit will secure Permittee's full and faithful performance and observance of all of Permittee's obligations under this Permit. The Port may, but is not obligated to, draw upon and apply the Security Deposit to: (a) pay any Rent past due and the Port is not required to give notice or opportunity to cure before drawing on the Security Deposit; and/or (b) remedy any other violation of this Permit, after Permittee has received notice and opportunity to cure. Further, the Port may draw on the Security Deposit immediately, without notice to Permittee, upon the commencement of a bankruptcy case or other insolvency proceeding by or against Permittee, or upon receipt of a notice of non-renewal. If the Port applies any of the Security Deposit to any of the above, Permittee must immediately upon the Port's demand replenish the Security Deposit to its full amount. If Permittee fully performs all of its obligations under this Permit, the Security Deposit, or any balance remaining, will be released within sixty (60) calendar days from the expiration or earlier termination of this

Permit and delivery of the Premises to the Port. However, if any question exists concerning Permittee's full compliance with this Permit or if there is any obligation under this Permit to be performed after the expiration or earlier termination of this Permit, the Port will be entitled to require that the Security Deposit remain in place until the Port is fully satisfied that there has been no violation of this Permit and all obligations due under this Permit have been fully performed, even if it takes the Port longer than sixty (60) calendar days to make such a determination to the Port's satisfaction. In such an event, the Port will notify Permittee in writing no less than ninety (90) calendar days after the expiration or earlier termination of this Permit of the nature of any question related to Permittee's full compliance with the terms and conditions of this Permit.

11. TAXES AND ASSESSMENTS

Permittee will perform its own due diligence on any tax implications of this Permit, including property taxes. Permittee agrees to pay any taxes, assessments, payments in lieu of taxes, and other fees or charges (collectively "Taxes") that become an obligation of Permittee arising out of this Permit or a lien, levy, or other form of assessment by a government agency upon the Premises or upon any interest of Permittee arising out of this Permit. The Port will immediately provide a notice to Permittee upon receipt from any agency or governmental entity attempting to assess or otherwise tax the Premises.

12. NO LIENS

Permittee agrees to pay, when due, all amounts for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been provided to the Premises or ordered with Permittee's consent. Permittee must not suffer or permit any liens to attach to all or any part of the Premises by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to Permittee. If any lien is filed against the Premises, Permittee must cause the lien to be discharged of record within thirty (30) calendar days after the date of filing of the same, by payment, deposit, or bond. Failure to remove the lien or furnish cash or bond acceptable to the Port within thirty (30) calendar days will constitute a Default (defined in Section 20) under this Permit and the Port will automatically have the right, but not the obligation, to pay the lien off with no notice to Permittee and Permittee must immediately reimburse the Port for any amounts so paid to remove any such lien.

13. OPERATING STANDARDS

13.1 Hours of Operation

Permittee is required to be open for business during all periods of time based on flight schedules and passenger demand and set forth in Permittee's operating hours schedule, attached as **Exhibit F**. When closed for business, Permittee is required to ensure the Premises remain clean and attractive to the public.

13.2 Service Standards

All customers must receive prompt, attentive, and courteous service. Processing of customer purchases, returns, and exchanges must be prompt. Receipts must be properly itemized, must precisely reflect the actual sale, and present individual prices, totals, and taxes, if any. Permittee may not charge service fees of any kind to customers including, but not limited to, service fees that are intended to defray operational costs, such as employee wages, time off or benefits. Permittee should anticipate peak travel seasons such as spring break, Thanksgiving, Christmas, and other holidays, and add additional staff accordingly. Permittee is encouraged to participate in the Port's customer service program. The Port offers customer service training

classes, incentives, special recognition, informative aides, quarterly awards luncheons, and other special events. Permittee must comply with local regulations and offer branded packaging suitable for passengers to carry onto their flights and in compliance with airlines carry on requirements.

13.2.1 Quarterly Check-in Meetings

Approximately four times throughout the Term, the Port will schedule a check-in meeting with Permittee to serve as an opportunity for mutual feedback, airport business coaching, operational updates, questions, and other relevant agenda items. Permittee attendance will be required, and Port participants will include Concessions Managers from Concessions Operations, Development, and/or Marketing team(s).

13.3 PDX Workplace Initiative and Waiver of Fee

Permittee must comply with the PDX Workplace Initiative Implementation Requirements set forth on the attached **Exhibit G**. The implementation requirements may change from time to time, in which case **Exhibit G** will be replaced accordingly with no need for an amendment. The PDX Workplace Initiative Support Fee is waived for this Permit.

13.4 Street Pricing

Merchandise offered at Permittee's Pop-up Store must be comparable to the quality, selection and prices as those offered at Permittee's other Portland metropolitan area location(s). The intent of the Port's street pricing policy is to maintain consistency in the quality and pricing for merchandise and services for Permittee's locations at the Airport and for Permittee's locations not at the Airport but within the Portland metropolitan area.

13.5 Increase in Prices

Permittee must obtain the Port's written approval prior to increasing prices. Any requested increase must be based on rising prices for the same items at Permittee's other locations or comparable retail concepts, in no event will the price charged by Permittee exceed an advertised price. If, in the opinion of the Port, prices do not meet the requirements of this Section, the prices will be adjusted accordingly.

13.6 Port Price Check Audit

The Port will conduct at least one (1) price checking audit during the Term in order to ensure compliance with this Permit. In the event that the Port determines Permittee is not in compliance with the pricing requirements of this Permit, the Port will notify Permittee and Permittee will be required to adjust its pricing so as to be in full compliance with the requirements of this Permit, particularly the street pricing requirements of Section 13.4, within ten (10) business days of the Port's notice. The Port may also monitor, test, or inspect Permittee's facilities and spot check pricing at any time through the use of all reasonable means including, but not limited to the Port's Mystery Shopper and Diner Program, whereby the Port sends a shopper to Permittee's facility to test customer service, pricing, merchandise, and services, or other commercially reasonable means that do not unduly interfere with Permittee's business.

13.7 Changes to Approved Inventory List

If Permittee desires to change the Approved Inventory List, Permittee must request the Port's prior written consent at least fifteen (15) Business Days prior to implementing a change. A change to the Approved Inventory List is defined as additions, deletions, or modifications to more than ten percent (10%) of the existing Approved Inventory List, or the addition, deletion, or modification of a significant category of product on the existing Approved Inventory List. Written

notifications and requests for changes to the Approved Inventory List under this Section must include the following information: (a) a complete description of the item(s) proposed to be added, deleted or modified; (b) the current prices of the impacted item(s); (c) a complete description of the proposed new item(s); and (d) if a price or a portion change is involved, the current price of the impacted item, the proposed new price, and the percentage change in price. Permittee must also verify that the price change is being made in accordance with the street pricing requirements outlined in Section 13.4. Permittee will submit a new Approved Inventory List when changes are made and approved by the Port. The new Approved Inventory List will then automatically replace and supersede **Exhibit C**. No further amendment of this Permit, other than written notice from the Port, will be required as a result of changes to the Approved Inventory List. If the Port determines the Approved Inventory List has been changed, without prior written consent by the Port, the Port reserves the right to require Permittee to return to the original Approved Inventory List.

13.8 Cash, Debit Cards, and Credit Cards

Permittee must accept cash, debit cards, and at least two (2) major credit cards for any purchase. No minimum credit card or debit card purchase amount or charge for credit card purchases is allowed.

13.9 Merchandising

Permittee will design attractive merchandising displays that encourage customers to purchase merchandise. Presentation must include, without limitation, promotional displays, attractive packaging, and presentation. Displays and promotional displays must conform to the Terminal Design Standards ("Design Standards"), as they may be amended from time to time. The Design Standards are available on the Port's website, or by request to the Port. The Port will have the right to require Permittee to immediately remove any displays that do not conform to the Design Standards or that the Port determines are inappropriate for the Airport, in the Port's sole discretion. Merchandise, including all fixtures and displays must be contained within the Premises at all times with the exception of sales promotion periods.

13.10 Marketing Programs and Waiver of Fee

Permittee will be required to participate in marketing programs that promote and are for the benefit of the Pop-up Program. Marketing programs will be organized by the Port and Permittee agrees to cooperate, in good faith, in making each program a success. The marketing program fee is waived for this Permit.

13.11 Signs

The Port permits Permittee to install and operate signs on the Premises, but Permittee must not install any sign until approved by the Port in writing. Permittee will only install and operate signs at locations designated or approved by the Port. Permittee must request the Port's approval by submitting a written request, accompanied by a detailed rendering, or drawing of the proposed sign. All signs must conform to the minimum requirements established by the signage standards contained in the Design Standards.

13.12 Waste Disposal and Recycling

Permittee is required to properly manage its own waste and garbage in accordance with the *Code and Charter of the City of Portland, Chapter 17.102, Solid Waste & Recycling Collection*, the Port's waste minimization program and the Airport Rules (defined in Section 23.3.1). Permittee is required to separate recyclable and compostable materials from their waste streams

and ensure that they are not placed into landfill bound waste containers. The Port administers the waste management contract for hauling of solid waste and recyclable/compostable materials at the Terminal. If Permittee uses the central waste collection area, Permittee is required to have a security identification display area badge in order to access and deposit waste materials. Permittee must gather, sort, and transport all garbage, refuse, and recyclable materials daily to the Port's designated holding area closest to the Premises or another holding area designated, in writing, by the Port. Permittee must place all garbage, waste, and recyclable materials in the appropriate containers at the holding area.

14. DELIVERIES AND VENDOR ACCESS

14.1 Central Receiving and Distribution Center and Waiver of Fees

The Port is utilizing a central receiving and distribution center at the Airport ("CRDC") in order to consolidate the receipt, delivery, and transport of goods, waste, mail, and other items associated with Airport operations (including the Port's concession program). Except as otherwise provided in Section 14.3, Permittee must utilize the CRDC to handle all deliveries of inventory, merchandise, equipment, supplies or fixtures to the Premises. Deliveries of goods and materials to the Premises are not permitted to enter the Terminal through any entrance other than the CRDC without the prior written approval of the Port. The fees associated with the use of the CRDC are waived for this Permit.

14.2 Hours

All deliveries must be scheduled during the operational hours of the CRDC. The Port will also have the right to temporarily modify the operating hours from time to time without notice.

14.3 Construction and Large Item Deliveries

Construction and large item deliveries not utilizing the CRDC must be scheduled with Concessions Operations no less than five (5) calendar days in advance.

14.4 Transportation Within the Terminal

Permittee will ensure that merchandise being transported within the Terminal is handled with care. All merchandise should be packaged within containers that prevent damage or leakage during transportation. In transporting merchandise, products, trash, and refuse associated with operating Permittee's business to and from the Premises, Permittee will use only those delivery and receiving routes established by the Port and will use only carts provided by Permittee to handle merchandising or equipment, vehicles, or conveyances ("Delivery Carts") that are sealed and leak proof and have bumper pads. If delivery and receiving routes are carpeted, Delivery Carts must be equipped with wheels suitable for operating on carpets without causing damage. Delivery Carts may only be used in those elevators designated for delivery. Under no circumstances may Delivery Carts be taken onto escalators or moving sidewalks. Permittee must always refrain from transporting operating materials, such as office supplies, inventory, recyclables, and trash through the Public Areas whenever service corridors and delivery tunnels are available. Permittee is responsible for the compliance by its vendors of all requirements set forth in this Section.

15. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

15.1 Definitions

For the purposes of this Permit, the following definitions apply.

15.1.1 Best Management Practices

"Best Management Practices" means: (a) environmental or operational standards or guidelines that establish common and accepted practices appropriate for Permittee's operations on the Premises; and (b) standards or guidelines as stated by pertinent trade associations, professional associations, or regulatory agencies.

15.1.2 Environmental Costs

"Environmental Costs" means damages, fines, costs, and fees arising from: (a) any violation of or noncompliance with applicable Environmental Law (defined in Section 15.1.3); or (b) any violation of the environmental provisions of this Permit. Environmental Costs also include the costs of: (i) immediate response, complete remediation, and restoration actions; (ii) self-help pursuant to Section 15.7; (iii) oversight and participation of governmental agencies, including natural resource trustees; (iv) reasonable and documented fees of project managers, attorneys, legal assistants, engineers, consultants, accountants, and experts, whether or not employees of the damaged party and whether or not taxable as costs, incurred prior to, at, or after any administrative or judicial proceeding, including appeals and other forms of judicial review; and (v) diminution in value, loss or restriction on use of the Premises including, but not limited to, costs resulting from dealing with residual Hazardous Substances (defined in Section 15.1.4).

15.1.3 Environmental Law

"Environmental Law" means any and all federal, State of Oregon, regional and local laws, regulations, rules, permit terms and conditions, codes, ordinances, and legally enforceable guidance documents, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which govern materials, substances, regulated wastes, emissions, pollutants, water, storm water, groundwater, wellfield and wellhead protection, cultural resources protection, animals or plants, noise, or products and relate to the protection of health, safety or the environment, or natural resources including land, sediments, water, storm water, and ground water.

15.1.4 Hazardous Substance

"Hazardous Substance" means any and all substances, contaminants, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials or any other similar term in or under any applicable Environmental Law. Hazardous Substance also include, but not be limited to, fuels, petroleum, and petroleum derived products.

15.1.5 Hazardous Substance Release

"Hazardous Substance Release" means the threatened or actual spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking, placing, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters, except any Hazardous Substance Release in compliance with Environmental Law and specifically authorized by a current and valid permit issued under Environmental Law which Permittee is in compliance with at the time of Hazardous Substance Release, but not including within the exception, any Hazardous Substance Release in respect of which the State of Oregon has determined that application of the State of Oregon's Hazardous Substance removal and remedial action rules might be necessary in order to protect public health, safety, welfare, or the environment.

15.2 General Environmental Obligations of Permittee

Permittee must manage and conduct all of its activities on or relating to the Premises: (a) in compliance with applicable Environmental Law and the environmental provisions of this Permit; (b) in cooperation with the Port in the Port's efforts to comply with Environmental Law; and (c) in adherence with Best Management Practices applicable to Permittee's use of the Premises. Permittee is responsible for ascertaining which Environmental Laws govern its activities on or relating to the Premises and is responsible for maintaining a current understanding of such Environmental Laws throughout the Term. In addition, Permittee must manage and, as appropriate, secure the Premises and Permittee's occupation or use of the Premises so as to prevent any violation of Environmental Law by any party on or relating to the Premises. Upon request from the Port, Permittee will promptly provide the Port with any permits, plans or submittals required by any regulatory agencies related to Permittee's occupation or operations on the Premises.

15.3 Use of Hazardous Substances

In conjunction with and in the ordinary course of the Permitted Use, and without further written consent than that granted by this Section, Permittee is permitted to use, handle or store, for their intended purposes in accordance with all manufacturer's instructions. Hazardous Substances consisting of: (a) small quantities of ordinary office and janitorial supplies available at retail; (b) Hazardous Substances to the extent reasonably and necessarily used in the course of Permittee's normal business operations; and (c) small quantities of waste materials to be recycled.

15.4 Permittee's Liability

15.4.1 Hazardous Substance Releases

Except as provided in Section 15.4.4, Permittee is responsible for all response to, remediation and restoration of any Hazardous Substance Release and associated Environmental Costs on or from the Premises, on other properties, in the air or in adjacent or nearby surface waters and ground water which results from or occurs in connection with Permittee's occupancy, possession or use of the Premises, and which either occurs during the Term or continues after the termination of this Permit.

15.4.2 Excluded Hazardous Substance Releases

Notwithstanding anything to the contrary in this Permit, it is the Port's and Permittee's intent not to have this Permit cover sources of Hazardous Substance Releases that may exist in the vicinity of the Premises that fall within 42 USC 9607(q) or equivalent Oregon law.

15.4.3 Permittee's Liability for Environmental Costs

Permittee is responsible for all Environmental Costs arising under this Permit or arising from the acts or omissions of Permittee or Permittee's Representatives on or adjacent to the Premises.

15.4.4 Limitation of Permittee's Liability

Permittee has no responsibility for Hazardous Substance Releases or associated Environmental Costs caused by the Port or the agents, employees, contractors, or other tenants of the Port after the Effective Date.

15.5 Environmental Inspection

The Port reserves the right, at any time and from time to time, after notice to Permittee, to inspect the Premises concerning environmental compliance.

15.6 Environmental Response and Notice

In the event of a violation of Environmental Law, a violation of an environmental provision of this Permit, a Hazardous Substance Release, threat of or reasonable suspicion of the same, or other environmental incident that occurs on the Premises, Permittee must promptly notify the Port and immediately undertake and diligently pursue all acts necessary or appropriate to cure or correct the violation or investigate, contain and stop the Hazardous Substance Release, and must restore the Premises or other affected property or water to its pre-existing condition. If notice to the Port must be given on the weekend or after 5:00 p.m. on any day, Permittee must notify the Port by calling the Port's emergency telephone number: (503) 460-4000.

15.7 Port's Right of Self Help

Except in the event of an emergency or a governmental agency order requiring immediate action, when significant notice cannot be given, the Port will have the right, upon giving Permittee seven (7) calendar days written notice, stating the obligations at issue, to perform Permittee's obligations arising under Section 15 and Environmental Law and charge Permittee the resulting Environmental Costs and the Delinquency Charge from the date any Environmental Costs were incurred by the Port. The Port may not commence performance on behalf of Permittee under this Section if, within the seven (7) calendar day notice period, Permittee promptly notifies the Port, then begins and thereafter continually and diligently pursues to completion the performance of the obligations set forth in the Port's notice.

16. OWNERSHIP AND MAINTENANCE

The Port will provide the Premises to Permittee in excellent and clean condition. At all times and at Permittee's sole expense, Permittee will maintain in good repair and keep in a clean and orderly condition and appearance the Premises, including all Port Improvements (defined in Section 16.1) and Permittee Improvements located on and within the Premises, whether installed by Permittee or by the Port. Without limiting the generality of the foregoing, Permittee will maintain those specific items noted as the responsibility of Permittee on the Maintenance Matrix, attached as **Exhibit H**. Permittee's failure to maintain or repair damage to the Premises may be cause for immediate termination of this Permit.

16.1 Port Improvements

The Port has installed on the Premises at a minimum, pendant and recessed lighting fixtures, casework with adjustable shelving and storage areas, a cash wrap counter, and a space enclosure curtain ("Port Improvements"). Port Improvements may be used by Permittee during the Term. Upon termination, Port Improvements will remain under Port ownership and must remain on the Premises.

16.2 Maintenance and Janitorial of the Premises

The Port will have no responsibility to maintain, repair, or replace any portion of the Premises, except as provided on the Maintenance Matrix or in Section 16.3. Permittee is responsible for daily basic janitorial for the Premises including but not limited to sweeping, mopping, dusting, and trash/recycling removal. Deep cleaning and high dusting, will be provided periodically by the Port.

16.3 Port Provided Utilities and Garbage Services

Rent includes the provision of the following utilities for the Pop-up Store: electrical service, heating and air conditioning, water, and sewer. The Port will pay for removal of garbage disposed of by Permittee in the Port's designated disposal area as described in Section 13.12, but the Port reserves the right to charge Permittee if the Port determines, in its sole discretion, that Permittee is depositing more than its reasonable share of garbage and/or is failing to participate in the Port's recycling program. Phone service is not provided by the Port and Permittee must not use the Port's free wi-fi. A distributed antenna system is available for cellular data connection.

17. INDEMNITY; REIMBURSEMENT FOR DAMAGE

Permittee agrees to defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, including Environmental Costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, unless exclusively resulting from the Port's gross negligence or willful misconduct: (a) any act, omission or negligence of Permittee; (b) any use, occupation, management or control of the Premises by Permittee, whether or not due to Permittee's own act or omission and whether or not occurring on the Premises; (c) any breach, violation or nonperformance of any of Permittee's obligations under this Permit; and (d) any damage caused by Permittee on or to the Premises. This indemnification will require Permittee to reimburse the Port for any diminution in value of or lost revenue from the Premises, or other nearby Port property, caused by Hazardous Substance Releases for which Permittee is responsible pursuant to Section 15, including actual damages for loss of or restriction on use of the Premises, or any other property, including without limitation damages arising from any adverse impact on the leasing or sale of the Premises or any property in or near the Premises, whether owned by the Port or other parties. The indemnity and reimbursement agreements set forth in this Section will survive the expiration or earlier termination of this Permit and be fully enforceable thereafter. For purposes of this Section, Permittee is deemed to include Permittee and Permittee's Representatives.

18. NO BENEFIT TO THIRD PARTIES

The Port and Permittee are the only parties to this Permit and as such are the only parties entitled to enforce its terms and conditions. Nothing in this Permit gives or is construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms and conditions.

19. INSURANCE

In addition to any special insurance requirements, Permittee must maintain commercial general insurance policies insuring Permittee against liability for damages because of personal injury, bodily injury, death, or property damage (including loss of use thereof), and occurring on or in any way related to this Permit or occasioned by reason of operations of Permittee on or from the Premises, including loss of use thereof. The insurance required by this Section must include coverage for independent contractors and broad form contractual liability and have limits of not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per occurrence. The coverage provided by this policy must be primary and not seek contribution from any insurance or self-insurance carried by the Port. The general liability policy must cover the Port, its commissioners, directors, and employees as additional insureds. Permittee must maintain in force

workers compensation and employers liability insurance which meet the requirements of Oregon law. If Permittee is a qualified self-insured employer, a copy of Permittee's Certificate of Compliance must be forwarded to the Port upon execution of this Permit. Certificates of insurance evidencing the general liability, automobile liability, excess workers compensation, and employer's liability insurance policies required by this contract must also be forwarded to the Port prior to the Installation Period.

20. SANCTIONS

Permittee's failure to adhere to the operating requirements set forth in this Lease are reasonably anticipated to result in inconvenience to the public, adversely affect the overall business of the Airport. Therefore, the "Sanctions" set forth in **Exhibit I** for violation of certain Permit terms are agreed to between Permittee and the Port to be reasonable estimated damages anticipated to be incurred by the Port. Permittee further agrees that imposition of these Sanctions is fair and reasonable and to pay to the Port the Sanction amounts described in **Exhibit I**. If Permittee believes that there were unforeseen circumstances beyond Permittee's reasonable control that caused Permittee to violate the operating standards described in this Section, Permittee may request that the Port take such mitigating circumstances into consideration by submitting to the Port a written request which outlines and explains the mitigating circumstance in detail. The Port will review such request before imposing a Sanction.

21. DEFAULT; PORT'S RIGHT TO TERMINATE

An "Event of Default" (also referred to as a "Default") occurs if Permittee fails to comply with any term, covenant or condition of this Permit within thirty (30) calendar days after written notice by the Port describing the nature of the Default. Without limiting any other rights of the Port under this Permit or at law or in equity, the Port may terminate this Permit at any time, verbally or in writing, for Permittee's material violation of any term or condition of this Permit, with or without notice, in the reasonable and sole discretion of the Port. Upon notice of termination, Permittee must immediately leave the Premises. Unless waived by the Port, Permittee must restore the Premises as required in Section 21. Permittee's obligations and liability to the Port will survive termination. In the event of a Default, the Port will have all remedies available at law or in equity. Any notice to terminate may be included in a notice of failure of compliance. Each right and remedy in this Permit will be cumulative and in addition to every other right or remedy in this Permit or existing at law or in equity including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the Port of any such rights or remedies will not preclude the simultaneous or later exercise by the Port of any other such rights or remedies. All such rights and remedies are nonexclusive.

21.1 Curing Permittee's Default; Right to Draw on the Security Deposit

If Permittee fails to perform any of Permittee's obligations under this Permit, the Port, without waiving such failure, may (but will not be obligated to) perform the same for the account of and at the expense of Permittee, without notice in a case of emergency, and in any other cases, only if such failure continues after the expiration of thirty (30) calendar days from the date the Port gives Permittee notice of the failure. The Port will not be liable to Permittee for any claim for damages resulting from such action by the Port. Permittee agrees to reimburse the Port upon demand for any amounts the Port may spend in complying with the terms of this Permit on behalf of Permittee. Any amounts to be so reimbursed will bear interest at the current Port delinquency rate from the date of expenditure until paid. In the case of an Event of Default, the Port may draw on the Security Deposit immediately. In the event of a bankruptcy or insolvency, the Port may immediately draw on the Security Deposit (as provided in Section 10.2) to cure any and all Permit

violations, whether or not any cure period has elapsed and whether or not all required notices have been given.

22. DUTIES UPON TERMINATION

Upon the expiration or earlier termination of this Permit, Permittee must restore the Premises to their condition prior to the Installation Period, to applicable codes, standards of the Port and any requirements of the jurisdiction in which the Premises is located, unless otherwise directed by the Port. In addition, Permittee must remove any and all of Permittee's property and all Permittee Improvements including, but not limited to, fixtures, signage, equipment, supplies and debris from the Premises; repair any damage to the Premises caused by Permittee's use thereof and return all keys, if applicable, to the Port. Permittee's obligations and liability to the Port will survive termination. Any items of Permittee's property which remain on the Premises after the expiration or earlier termination of this Permit may be deemed abandoned, at the Port's option. The Port will have the option of removing and disposing of any or all such abandoned property and recovering the cost thereof, plus interest from the date of expenditure at the Delinquency Charge, from Permittee upon demand.

23. GENERAL PROVISIONS

23.1 Assignment of Interest or Rights

Permittee must not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this Permit. Any attempted assignment or transfer will be void.

23.2 Attorney Fees; Venue

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code), is instituted in connection with any controversy arising out of this Permit or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or petition for review, in addition to all other amounts provided by law. If the Port is required to seek legal assistance to enforce any term or condition of this Permit, such fees will include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees will also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Permit requires Permittee to defend the Port, it is agreed that such defense will be by legal counsel reasonably acceptable to the Port, understanding that defense may be supplied through an insurance carrier. Venue for any suit, action or other proceeding will be in the Circuit Courts of the state of Oregon, or the federal courts, located in Portland, Oregon.

23.3 Compliance with Law

Permittee and Permittee's Representatives must comply with all applicable state, federal, and local laws, including but not limited to, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, workers' compensation, and minimum and prevailing wage requirements.

23.3.1 Compliance with Airport Rules

Permittee and Permittee's Representatives must comply with the rules, regulations, and policies adopted by the Port including, without limitation, the *Portland International Airport Rules*, as any of the same may be amended from time to time, with respect to the use of, entry on,

or access to, or possession of the Port's property at the Airport or contiguous property owned by the Port ("Airport Rules"). Copies of the current Airport Rules may be found on the Port's website. The Port will not discriminate against Permittee in the enforcement of the Airport Rules.

23.4 Counterparts; Electronic Signatures

This Permit may be signed in counterparts, each of which will be deemed an original, and together will constitute one and the same instrument. This Permit may be signed via DocuSign™ or similar electronic signature technology. Electronic signatures, together with copies of signatures transmitted by facsimile or e-mail in .pdf or similar format will be deemed original signatures for all purposes and fully binding on the signatory.

23.5 Entire Agreement

This Permit represents the entire agreement between the parties, and supersedes all prior agreements, written or oral. No amendment to this Permit will be effective unless in writing and signed by the parties.

23.6 Installation or Construction of Improvements

No improvements will be constructed on the Premises without the Port's prior written consent.

23.7 Notices

All notices required under this Permit are deemed to be properly served if sent by certified mail, return receipt requested, email or delivered by hand to the last address furnished by the parties. Until changed by the parties by notice in writing, notices will be sent to the following addresses:

to Permittee:

Name: _____
Address: _____
Attention: _____
Phone: _____
Email: _____

to the Port:

The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: _____
Email: _____

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery.

23.8 Survival

Any covenant or condition (including, but not limited to, indemnification and reimbursement agreements), set forth in this Permit, the full performance of which is not specifically required prior to the expiration or earlier termination of this Permit, and any covenant

or condition which by its terms or nature is to survive, will survive the expiration or earlier termination of this Permit and remain fully enforceable thereafter.

23.9 Warranties; Guarantees

Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. The Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or the suitability of the Premises for the Permitted Use, and it is agreed that the Port will not be responsible for, and Permittee hereby releases the Port, its commissioners, directors, officers, employees, agents and contractors from any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition. Permittee will be responsible for securing the Premises as necessary or appropriate for Permittee's use of the Premises.

23.10 Warranty of Authority

The individuals executing this Permit warrant that they have full authority to execute this Permit on behalf of the Port and Permittee respectively.

Effective as of the Effective Date.

[[PERMITTEE NAME]]

THE PORT OF PORTLAND

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Date: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

By: _____
Counsel for The Port of Portland