

Exhibit B

LEASE

1. **PARTIES.** THIS LEASE is made as of April 26, 2022, between 1022 SW Salmon, LLC, a Delaware limited liability company ("Landlord") and Rene for Portland ("Tenant").
2. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby takes and hires from Landlord approximately 3,185 rentable square feet of office space located at 1010 SW 11th Avenue, Portland, Oregon (the "Premises"). On or before the commencement date Landlord shall deliver possession of the Premises to Tenant. Tenant agrees to accept the Premises in their existing "as is" and "with all faults" condition, and Landlord shall have no obligation to remodel, renovate, or otherwise modify the Premises to accommodate Tenant's occupancy. By taking possession of the Premises, Tenant accepts the Premises and all improvements therein, appurtenances thereto and equipment thereof in the condition in which they then be and waives any right or claim against Landlord arising out of the condition of the Premises.
3. **TERM.** The term of this Lease shall commence May 1, 2022, and expire November 30, 2022 (the "Term"). This Lease may be sooner terminated by either party on thirty (30) days advance written notice.
4. **RENT.** Tenant shall pay Landlord as rent for the Premises during the Term of the Lease the sum of Two Hundred Fifty Dollars (\$250.00).
5. **SECURITY DEPOSIT.** Intentionally omitted.
6. **USE.** The Premises shall be used solely for general office and for no other use or purpose. Tenant shall comply with all applicable statutes, ordinances, rules, regulations, orders, judgments and other requirements regulating Tenant's use of the Premises and operation of Tenant's business, including the costs thereof. Tenant shall also comply with any rules and regulations which Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Premises or the preservation of good order therein. Tenant shall not use or permit the Premises to be used in any manner that will tend to create a nuisance.
7. **MAINTENANCE AND ALTERATIONS.** Tenant shall keep the Premises clean and free of debris and shall repair any damage caused by Tenant's acts or omissions. Tenant shall not make any alterations to the Premises without Landlord's consent, which may be withheld in Landlord's sole discretion. Upon expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as existed upon the delivery of possession to Tenant, except for reasonable wear and tear and damage by fire or other casualty. Landlord, its agents and invites shall have reasonable access to the Premises as to safety, security, repairs and maintenance.
8. **INSURANCE AND INDEMNITY.** Tenant shall maintain a standard commercial general liability policy insuring Landlord and Tenant against liability to third persons arising out of the use or occupancy of the Premises during the Term of the Lease (including any early access period or any extension of the Term), naming Landlord and all its affiliates as an additional insured and shall include a separate endorsement form for the additional insured, with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such policy shall provide that the insurance shall not be cancelable or modified without at least ten (10) days prior written notice to Landlord and shall be deemed primary and noncontributing with other insurance available to Landlord. Tenant hereby assumes all risk of damage to its personal property (including but not limited to fixtures, furniture, equipment and inventory) or injury to persons in upon or about the Premises arising from any cause; and Tenant hereby releases Landlord and waives all right of recovery against Landlord arising out of or incident to any perils whether or not insured against by Tenant. Tenant shall, and hereby agrees to indemnify and hold Landlord harmless against all claims, actions, causes of action, damages, liabilities, expenses, costs and attorneys' fees, including expenses, costs and attorney's fees on appeal, arising from or incident to (a) Tenant's use of the Premises, (b) any act, omission or negligence of Tenant or Tenant's agents, representatives, employees or invitees in entering upon or performing any act relating to the Premises, (c) any accident, injury or damage whatsoever caused to any person or property in the Premises, or (d) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Notwithstanding the fact that Landlord maintains insurance on the Building, in the event the storefront glass is broken, cracked or damaged during the Term of the Lease, regardless of cause, Tenant shall be solely responsible to repair the glass with glass of as good or better quality than that in use as of the Commencement Date.
9. **DAMAGE OR DESTRUCTION.** If the Premises are totally destroyed this Lease shall automatically terminate as of the date of destruction. If the Premises are partially destroyed or damaged, Landlord shall have the right to terminate this Lease by notice to Tenant within 15 days after the date of such partial damage or destruction. If this Lease is not so terminated, Landlord will restore the Premises to substantially the same condition as existed prior to such partial destruction or damage.
10. **UTILITIES.** Tenant shall pay for electricity, gas and water used during the full term of the Lease and all trash removal costs will be paid by Tenant.

11. DEFAULT.

Any of the following shall constitute a default by Tenant under this Lease:

A. Tenant's failure to pay rent or any other charge under this Lease within five (5) days after it is due.

B. Failure to comply with any other term or condition of this Lease, other than rent or any other charge, within thirty (30) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the thirty (30) day period, a default shall not exist only if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

C. Tenant's insolvency, assignment for the benefit of its creditors, business failure by Tenant, Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties, or the occurrence of any of such events in respect of any guarantor of this Lease, or, if Tenant or any guarantor of this Lease is a natural person, the death of such person.

12. REMEDIES FOR DEFAULT. In case of default as described in Section 11 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies, including all rights and remedies provided under applicable law:

A. Retake possession of the Premises and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance or a surrender of Tenant's leasehold interest.

B. Recover damages caused by Tenant's default, including, without limitation, reasonable attorneys' fees at trial and on any appeal therefrom, lost rentals, and tenant improvements and lease commissions incurred to re-lease the Premises. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of this Lease equal to the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing rate on judgments.

C. Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest from the date of the expenditure at the rate of twelve percent (12%) per annum.

13. LATE FEES. Intentionally omitted.

14. HOLDING OVER. If Tenant remains in possession of the Premises with Landlord's consent after expiration of the Term, including any allowable extension, such occupancy shall be a tenancy from month to month upon the same terms and conditions, except that Rent shall increase to a fair market monthly rent.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign its interest under this Lease nor sublet the Premises without first obtaining Landlord's consent in writing, which consent shall not be unreasonably withheld. In the event Tenant shall request Landlord's permission to assign or sublet all or a portion of the Premises, Landlord may in its sole discretion, elect to terminate this Lease, or a portion hereof, and enter into a separate lease or rental agreement with the proposed subtenant or assignee. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of law including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease. If Tenant assigns this Lease or sublets the Premises for an amount in excess of the rent called for by this Lease, such excess shall be paid to Landlord promptly as it is received by Tenant. In the event that Landlord gives its consent, Tenant shall pay Landlord a reasonable fee, not to exceed \$500.00, to reimburse Landlord for processing costs incurred in connection with said consent.

16. PARKING. During the term of this Lease, Landlord shall make available to Tenant two (2) non-reserved parking spaces located in Landlord's affiliate property at 1125 SW Main Street, Portland, Oregon, free of charge. Landlord's obligation pursuant to this Section 16 shall be limited to making such spaces available in whatever manner Landlord deems appropriate (attended, unattended, marked stalls, or other means), so long as the number of spaces referred to in this Section 16 are made available to Tenant. Tenant shall not park elsewhere at the Property without Landlord's prior consent, which Landlord may withhold at its sole discretion.

17. MISCELLANEOUS. This Lease shall, at Landlord's option, be subordinate to any mortgage or deed of trust that may exist or hereafter be placed upon the Premises or any part thereof and to any and all advances to be made thereunder and to all renewals, replacements, modifications and extensions thereof. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter whether written or oral and may be modified only in writing. If either party commences any legal action or proceeding to enforce or interpret this Lease the party prevailing after trial or appeal shall be entitled to recover reasonable attorneys' fees and costs from the party not prevailing. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns. Any notice required or permitted under this Lease shall be in writing and shall be delivered personally or sent either by

nationally recognized overnight courier service or by first class mail (with postage prepaid and certified or registered with return receipt requested), addressed in either case to Landlord or Tenant at the address noted next to the signature of such party or to such other address as may be designated by notice given in accordance with this paragraph. Any notice delivered by overnight courier service or mail shall be effective on the date of delivery or refusal as reflected in the records of such courier service or the United States Postal Service. Landlord and Tenant have duly executed this Lease as of the date first above written, intending to be bound hereby.

Landlord:

**1022 SW Salmon, LLC, by its Manager,
Schnitzer Properties Management, LLC**

By

Print Name

Title

Landlord's Address for Notices:

1620 SW Taylor, Suite 300
Portland, OR 97205

Tenant:

Rene for Portland

Rene Gonzalez

By
Rene Gonzalez

Print Name
Candidate

Title

Tenant's Address for Notices:

PO Box 82356
Portland, OR 97282