

COMMERCIAL LEASE – EXHIBIT D

GUARANTY AGREEMENT

1 To induce the Landlord to enter into a lease with Tenant (as amended, the “Lease”), and as a material part of the consideration for that Lease, each
2 of the Guarantors identified below, for good and valuable consideration, the receipt and sufficiency of which they acknowledge, agrees to the terms
3 of this Exhibit D – Guaranty Agreement (this “Guaranty”).

4 **1. GUARANTORS:** (insert names) _____
5 _____ (the “Guarantors”)

6 **2. GUARANTY:** Each of the Guarantors, jointly and severally, irrevocably and unconditionally, personally and continuously guarantees to Landlord,
7 the complete payment and performance of each obligation of the Lease that is now due or that becomes due in the future. Guarantors will promptly
8 and fully perform any obligation Tenant owes to Landlord but fails to perform, and will indemnify Landlord against all costs, losses or damages
9 Landlord incurs as a result of those failures. This is a guaranty of payment, not of collection. The liability of Guarantors is direct, primary, unlimited,
10 absolute, unconditional, immediate, and continuing.

11 **3. APPLICABILITY:** This Guaranty applies to (a) all agreements or documents related to the Lease, (b) all extensions, modifications or replacements
12 of the Lease, (c) all liability of Tenant to Landlord and agreements between them, (d) all failures by Tenant’s successor or assigns, including assignees
13 and subtenants.

14 This Guaranty applies regardless of (i) whether there has been any interruption in the relationship between Landlord and Tenant, (ii) whether a liability
15 arises before, during, or after the term of the Lease; (iii) any waivers, indulgences or delays granted by Landlord; (iv) whether the Premises have
16 been reduced, expanded or relocated; (v) the enforceability of any obligation of Tenant or any Guarantor; (vi) relief granted under any statute or rule;
17 (vii) Tenant’s grant of any security interest to Landlord; (viii) any counterclaim, right of setoff or defense of any Guarantor; (ix) any action taken during
18 any bankruptcy proceeding; (x) any attempted transfer of any Guarantor’s obligations under this Guaranty; (xi) any transfer of the Lease or this
19 Guaranty or both by Landlord; and (xii) Landlord’s acceptance of rent with knowledge of a breach of the Lease, which will not be deemed a waiver of
20 that breach.

21 **4. WAIVERS:** Guarantors waive presentment, protest, and demand for payment. Guarantors also waive notices to Guarantors or any other person
22 or entity of dishonor, default, presentment, acceptance, extensions of credit, and other notices, all demands, diligence, and the benefit of any statute
23 of limitations. Guarantors waive the right to require that suit be brought against, or resort be had to, any other person or entity or security deposit or
24 other amount available to Landlord. No waiver of any provision of this Guaranty will be effective unless in writing and will not be applicable except for
25 the instance given. Guarantors waive any rights they obtain or claims they have as a result of payments or performance under this Guaranty if Tenant
26 becomes “insolvent,” as that term is defined in the Federal Bankruptcy Code.

27 **5. MISCELLANEOUS:** This Guaranty will be binding on any successor of any Guarantor, including the Guarantors’ legal representatives, and will
28 inure to the benefit of Landlord and any successor or assignee of Landlord. This Guaranty will be governed by and construed in accordance with
29 Oregon law without resort to its principles on conflict of laws. Landlord’s remedies described in this Guaranty are cumulative, not exclusive of any
30 other remedies given under this Guaranty or existing under applicable law. The Dispute Resolution section of the Lease will control in the event of a
31 dispute between Landlord and any one or more of the Guarantors, as if Guarantors were “Parties” under the Lease. This Guaranty can only be
32 modified in writing, signed by Landlord and Guarantors.

33 Guarantor _____ Date/Time _____ ←
34 Print _____

35 Guarantor _____ Date/Time _____ ←
36 Print _____

Tenant Initials _____ / _____

Landlord Initials _____ / _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE