

MERC Commission Meeting
March 25, 2009
12:30
Oregon Convention Center
777 NE Martin Luther King, Jr. Blvd.
Rooms B117-18



METROPOLITAN EXPOSITION RECREATION COMMISSION

MEETING: Metropolitan Exposition Recreation Commission
DATE: Wednesday, March 25, 2009
TIME: 12:30 PM
LOCATION: Oregon Convention Center
Room B117-118
777 NE Martin Luther King Jr. Blvd, Portland, Oregon

AGENDA

CALL TO ORDER

1.0 QUORUM CONFIRMED

2.0 OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS

3.0 CONSENT AGENDA

3.1 Approval of February 25, 2009 Meeting Minutes

4.0 FINANCE AND ADMINISTRATION

4.1 Headquarters Hotel Update	D Woolson/C Twete
4.2 Columbia River Crossing Project/Expo Master Plan Update	Cheryl Twete
4.3 Arlene Schnitzer Concert Hall Renovation & Main Street Project Update	Robyn Williams
4.4 Food and Beverage Management Service Contract Process Update	Jeff Blosser
4.5 First Opportunity Target Area Consultant Project Update	Kathy Taylor
4.6 FY 2009-10 Proposed MERC Budget - Update	K Taylor/C Hill
4.7 February 2009 Financial Report	Kathy Taylor

5.0 OREGON CONVENTION CENTER

5.1 Monthly Business Event Report Jeff Blosser

6.0 PORTLAND EXPOSITION CENTER

6.1 Monthly Business Event Report	Chris Bailey
6.2 Resolution 09-02 For the Purpose of Approving a Communications Site Lease for Expo Center	Chris Bailey

7.0 PORTLAND CENTER FOR THE PERFORMING ARTS

7.1 Monthly Business Event Report Robyn Williams

8.0 CHIEF EXECUTIVE OFFICER COMMUNICATION

8.1 General Updates David Woolson

9.0 COMMISSIONER COMMUNICATION

ADJOURNMENT

Agenda items may not be considered in the order listed
For questions, call Lisa Brown at 503.274.6595

**Metropolitan Exposition Recreation Commission
Meeting Minutes**



February 25, 2009
Oregon Convention Center: Room B117-118

Present:	Don Trotter(Chair), Gary Reynolds, Elisa Dozono, Yvonne McClain, Ray Leary
Absent:	Janice Marquis, Gary Conkling
	<p>The regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Trotter at the Oregon Convention Center at 12:30 p.m.</p> <p>Please note that agenda items for this meeting were presented by the chair out of agenda order.</p>
1.0	<p><u>QUORUM CONFIRMED</u></p> <ul style="list-style-type: none"> • A quorum of Commissioners was present.
2.0	<p><u>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</u></p> <ul style="list-style-type: none"> • None.
3.0	<p><u>CONSENT AGENDA</u></p>
3.1	<ul style="list-style-type: none"> • Approval of October 22, 2008 Regular Meeting Minutes
3.2	<ul style="list-style-type: none"> • Approval of December 17, 2008 Regular Meeting Minutes
3.3	<ul style="list-style-type: none"> • For the Purpose of Ethics Law, Authorize MERC Commissioners and MERC Executive Staff to Attend the 2009 Travel Portland Green Familiarization Trip Functions March 26-28, 2009 • A motion was made by Commissioner Reynolds and seconded by Commissioner Dozono that the Consent Agenda be approved as presented. <p style="padding-left: 40px;">VOTING: Aye: 5 Nay: 0 Motion passed</p>
4.0	<p><u>FINANCE AND ADMINISTRATION</u></p>
4.1	<p>Moss Adams Audit Report 2008</p> <ul style="list-style-type: none"> • Jim Lanzarotta of Moss Adams, presented the audit report for 2008, a copy of which is included as part of this meeting record. He described the duties of the auditors. He commended MERC for addressing the challenges of fixed assets that were noted in the prior year’s audit. He stated that Moss Adams is giving an unqualified clean opinion on MERC’s financial assets. He said that there are no necessary audit adjustments to MERC’s financial statements, no outside consultants were hired, there were no disagreements with management and no major difficulties were encountered in conducting the audit. He stated that all prior findings have been resolved. He reviewed some of the findings that related to the Metro audit as well as some of the new accounting standards that MERC will be responsible for following. He acknowledged the efforts of MERC and Metro staff and said they were a pleasure to work with. • Chair Trotter commended staff on their great work and the clean audit and thanked Jim Lanzarotta for his presentation.
4.2	<p>Travel Portland Second Quarter Report of Fiscal Year 2008-09</p> <ul style="list-style-type: none"> • Brian McCartin presented the second quarter report for Travel Portland, a copy of which is included as part of this meeting record. He noted that the return on investment has been very strong for the second quarter. He said they are ahead of last year’s pace on bookings due to the teamwork of the Convention Sales Committee, Travel Portland and Oregon Convention Center. He reviewed Travel Portland’s progress toward meeting the goals of their contract with OCC, noting that they are on track to meet their revenue and

	<p>ROI goals for this fiscal year. He discussed the occupancy and room rate of Portland hotels over the last quarter, and specifically noted the impacts of the economic decline and the additions of new hotel rooms in the city. He noted that a fourth Portland hotel has received Green Seal Certification and discussed other green and sustainable marketing strategies. He discussed the four, large upcoming conventions that Travel Portland helped to bring to Portland. He announced the online Green Meeting Toolkit will go online within a week on the Travel Portland website.</p> <ul style="list-style-type: none"> • Commissioner Dozono asked if Smith Travel Research is doing any projections for the next six to nine months. Brian McCartin answered that the prediction is that occupancy nationwide will drop to 58% in 2009. Commissioner Dozono asked if there are local projections. Brian McCartin answered that they are they are in constant contact with the local hoteliers and that they are anticipating a 7 to 10 percent decline in room tax revenue. Commissioner Dozono asked why the overall market area has fared better than central city in regard to occupancy rates. Brian McCartin answered that new hotels opening in the central city paired with the higher occupancy at airport hotels due to weather delays resulted in the higher occupancy rates for the overall market area compared to central city. • Commissioner McClain asked about how the new hotels coming into the market are going to affect the existing hotels. Brian McCartin responded that all the preparatory work for these hotels was undertaken while the economy was strong. Commissioner McClain noted her concern about the support for a potential Headquarters Hotel with all the new hotels coming online. Brian McCartin responded that there is concern about the hotel situation right now, but it is important to look at historical recessions and the recovery period afterward. He noted that by the time a Headquarters Hotel would open it would be anticipated that the economy would be regaining strength. • David Woolson noted that the planning process for the Headquarters Hotel included the anticipation of these new hotels coming online this year and their impact on occupancy rates. • Commissioner Leary noted that the lead conversion numbers for Travel Portland are very impressive and asked for a breakout of where the leads come from as well as details on minority spending by Travel Portland. Brian McCartin answered that the lead conversion comes from a number of partnerships including their representation in Chicago and Washington D.C. as well as other local sources. He said that as a team they try to develop leads that will directly support minority communities. Commissioner Leary asked for a breakdown of which local communities receive a percentage of Travel Portland’s direct minority spending. Brian McCartin said that there is no set amount that he can speak to but that they could pull the data together to find out which specific communities are benefited by direct spending. • Chair Trotter thanked Brian McCartin for his report.
<p>4.3</p>	<p>2008 Affirmative Action Report</p> <ul style="list-style-type: none"> • Katy Barnett, Metro’s Recruitment and Selection Manager presented the 2008 Affirmative Action Report, a copy of which is included as part of this meeting record. She noted that this data is reported every two years. She noted that MERC has made some positive progress and has maintained performance in most areas. She reviewed the outreach activities that are undertaken to increase utilization. • Commissioner Leary noted that many of the traditional outreach methods are no longer on the cutting edge and wondered if there might be more fruitful way to reach out to potential employees. He noted that the Commission would be delighted to surpass the

	<p>utilization goals. Katy Barnett agreed that there may be more untapped areas for recruitment such as faith-based outlets and alternative high schools.</p> <ul style="list-style-type: none"> • Chair Trotter thanked Katy Barnett for her update.
4.4	<p>Headquarters Hotel Update</p> <ul style="list-style-type: none"> • David Woolson and Cheryl Twete presented an update on the Headquarters Hotel. He noted that there has been an extension of the developer agreement to April 18, 2009. He noted that the completion of the developer agreements has occurred thanks to the excellent work of Allison Kean Campbell and Dan Cooper in Metro Attorney’s office. He noted that Mayor Sam Adams has convened a task force to review the viability of the hotel. He also mentioned that a renegotiation of the Visitor Development Initiative is being discussed currently, which could greatly impact the funding for the hotel. • Chair Trotter thanked David Woolson and for his update.
4.5	<p>Columbia River Crossing Project/Expo Master Plan Update</p> <ul style="list-style-type: none"> • Cheryl Twete and Marcy McInnelly from SERA Architects presented an update on the Expo Master Plan. Marcy McInnelly presented the key elements of the Expo Master Plan. Halls D and E will remain as they currently are. There will be construction of a new hall and upper level ballroom. The plan would modify the surface level parking in order to build a transit oriented development and expand the Japanese Internment Memorial to stretch along a promenade walk that would lead from the light rail station to the exhibit halls. She noted that the events that currently take place in the outdoor parking lots would move to the SW corner of the property, which would be a flex-parking and outdoor exhibition area with permeable paving because of its proximity to the wetlands. She discussed the significant relationship that the Expo Center can have to the nearby Vanport Wetlands and that the master plan includes a strong connection to the river via a pedestrian bridge and overlook. • Commissioner Leary noted that because of the Expo Center’s location in Vanport, the genesis and ancestral home of Portland’s African American community, he hopes to see a memorial of some sort to recognize the importance of this location in Portland’s history. Commissioner McClain agreed with Commissioner Leary, stating that it is vital that this piece of history be incorporated in the planning for the space. • Cheryl Twete gave an update on the Marine Drive Interchange process. She noted that at this point, there are currently three options under consideration: the standard alignment, option 12 and option 14. She noted that option 12 is challenging because in it the ramps of the interchange pass over the top of the light rail station, creating a less than desirable station environment due to noise, aesthetics and safety. Ross Roberts, Metro’s Deputy Director of Corridor Planning, added that this is a new role for Metro as a property owner and as a planning agency. Metro believes the standard alignment has many advantages and is willing to send a formal letter in support of the standard alignment to the CRC. • Chair Trotter stated that he sees no major transportation or community betterment advantages in options 12 and 14. He stated he is glad to hear that Metro is willing to send a formal letter indicating their support for the standard alignment. • Chair Trotter thanked Cheryl Twete and Marcy McInnelly for their presentations.
4.6	<p>Arlene Schnitzer Concert Hall Renovation & Main Street Project Update</p> <ul style="list-style-type: none"> • Robyn Williams presented an update on the Arlene Schnitzer Concert Hall Renovation and the Main Street Project. She stated that the project team and major stakeholders saw presentations in January by the three candidate firms for the project. She stated the selection committee will meet in the upcoming week to review the comments from

	<p>stakeholders and to move forward with a selection of a final candidate. After the firm is selected, they will move forward with negotiating a contract.</p> <ul style="list-style-type: none"> • Chair Trotter thanked Robyn Williams for her update and stated that he is looking forward to the selection process.
4.7	<p>Food and Beverage Management Service Contract Process Update</p> <p>Jeff Blosser updated the Commission on the Food and Beverage Management Service Contract. He noted that he is in the process of meeting with Metro’s attorney in order to review the request for proposal (RFP) document and that they hope to release the RFP as soon as possible.</p>
4.8	<p>First Opportunity Target Area Consultant Project Update</p> <p>-Not presented-</p>
4.9	<p>Resolution 09-01 For the Purpose of Approving and Transmitting the Budgets for the MERC Fund, Fiscal Year 2009-2010</p> <ul style="list-style-type: none"> • Budget Committee chair, Gary Reynolds, presented the overview of the 2009-2010 budget document, which is included as part of this meeting record. He noted that the budget being presented is considered a preliminary budget due to the uncertainties related to the economic downturn. He said that after the May lodging tax revenue numbers are received, the budget will be reevaluated. He highlighted some of the major considerations that went into budget preparation. He commended the directors for trimming their budgets during several rounds of expense reductions. Kathy Taylor reviewed a seven year trend to offer perspective to the current budget. • Commissioner McClain asked if there had been some reclassifications in the prior year. Kathy Taylor answered that there were reclassifications within departments rather than MERC-wide. • Chair Trotter asked if the Metro support services cost is firm or if that cost is under negotiation. Kathy Taylor answered that the numbers are firm but at the end of the fiscal year they will be adjusted to reflect actual costs. • Cynthia Hill reviewed additional budget information included in the budget packet including the organizational charts, additional positions and upcoming capital projects. • Commissioner Reynolds thanked Kathy Taylor, Cynthia Hill, the facility directors and Budget Committee members Commissioners Dozono and McClain for their diligent efforts in preparing this budget. • Chair Trotter noted that the passing of Resolution 09-01 will meet Metro’s deadline, but that the budget will be amended in the coming months as more tax and revenue information comes available. Chair Trotter also commended the budget committee and staff for all of their hard work preparing the budget.
	<ul style="list-style-type: none"> • A motion was made by Commissioner Dozono and seconded by Commissioner Leary that Resolution 09-01 be approved as presented. • Commissioner Leary noted the Commission’s confidence in Commissioner Reynolds’ strong leadership of the budget process. <p>VOTING: Aye: 5 Nay: 0 Motion passed</p>
4.10	<p>January 2009 Financial Report</p> <p>Kathy Taylor presented the January 2009 Financial Report, a copy of which is attached as part of this meeting record. She noted that the senior management team will be meeting to try to adjust the current year’s budget to reflect the current economic challenges.</p>

5.0	<u>OREGON CONVENTION CENTER</u>
5.1	Monthly Business Event Report -Not presented-
5.2	Solar Project Update <ul style="list-style-type: none"> • Jeff Blosser updated the Commission on the Solar Project. He noted that they presented the project to Metro Council in February to ensure they are comfortable with the project. He said they are in the process of finalizing the request for proposal (RFP) document and that they hope to release the RFP soon.
6.0	<u>PORTLAND EXPOSITION CENTER</u>
6.1	Monthly Business Event Report -Not presented-
7.0	<u>PORTLAND CENTER FOR THE PERFORMING ARTS</u>
7.1	Monthly Business Event Report -Not presented-
8.0	<u>CHIEF EXECUTIVE OFFICER COMMUNICATION</u>
8.1	General Updates <ul style="list-style-type: none"> • David Woolson distributed two pieces of legislation that are of interest to MERC, copies of which are included as part of this meeting record. He gave overviews of Senate Bill 440 regarding the transient lodging tax and of House Bill 2018 regarding increasing the vehicle rental tax. He also formally welcomed Cheryl Twete as MERC's new Director of Business and Community Development.
9.0	<u>COMMISSIONER COMMUNICATION</u> -Not presented-
	<u>ADJOURNMENT</u> There being no further business to come before the Commission, Chair Trotter adjourned the meeting at 2:52 p.m.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 09-01

For the purpose of approving and transmitting the budget for the MERC Fund for Fiscal Year 2009-2010.

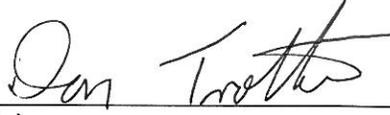
WHEREAS, Metro Code, 6.01.050(b) (c) & (d) provide that the Commission shall annually prepare and approve an annual budget which shall, to the maximum extent permitted by law, consist of one Commission-wide series of appropriations; and

WHEREAS, the MERC Operating Fund and the MERC Pooled Capital Funds are now consolidated into one MERC Fund; and

WHEREAS, the MERC Budget Committee has reviewed the proposed budget for the MERC Fund and recommends approval of the proposed budget,

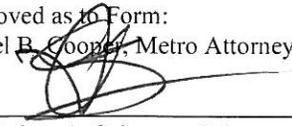
BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves and transmits to the Metro Chief Operating Officer, for submission to the Metro Council, the following budget attached as Exhibit A, for the fiscal year beginning July 1, 2009 and ending June 30, 2010 for inclusion as part of the total Metro budget for this period.

Passed by the Commission on February 25, 2009

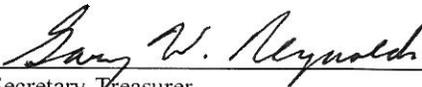


Chair

Approved as to Form:
Daniel B. Cooney, Metro Attorney

By: 

Nathan A. Schwartz Sykes
Senior Attorney



Secretary-Treasurer

MERC Staff Report

Agenda Item/Issue: For the purpose of approving and transmitting the budget for the MERC Fund for Fiscal Year 2009-2019.

Resolution No.: 09-01

Presented By: Gary Reynolds
Kathy Taylor
Cynthia Hill

Date: February 25, 2009

Background and Analysis: Resolution 09-01 would approve the attached proposed budget for submission to the Metro Council by a duly adopted resolution at a regular public meeting of the MERC Commission.

Operationally, MERC is organized into several departments, the Oregon Convention Center, Portland Exposition Center, Portland Center for the Performing Arts, the MERC Business Office and the MERC Executive Office. The MERC Fund is the official accounting entity containing the operating and capital resources and requirements of the departments managed by MERC.

The Budget Committee, consisting of MERC Commissioners Reynolds (Chair), Dozono and McClain, reviewed the budget in detail.

“Exhibit A” includes a letter from Gary Reynolds, MERC Commissioner and David Woolson, MERC CEO describing the challenges and the many conflicting factors we faced in the development of the 2009-10 Proposed Budget.

Fiscal Impact: This budget proposes a net decrease of \$300,190 as a result of operations and plans to spend \$870,000 of existing fund balance designated for Capital only expenditures. The total net decrease to fund balance is \$1,170,190.

Recommendation: The MERC Commission Budget Committee recommends adoption of Resolution 09-01, for the purpose of approving and transmitting the budget for the MERC Fund for Fiscal Year 2009-2010.

**Authorization to Represent MERC/METRO
on Trade-Promotion Mission; Fact-Finding Mission;
Economic Development Activity; or Negotiation
(Food Travel, Lodging Expenses Approved in Advance- exception (H))**

In accordance with ORS 244.020(5)(b)(H), the following public officials: **all current MERC Commissioners and MERC Chief Executive Officer, Chief Operating Officer, Director of Communications and Strategic Development, Director of Business and Community Development, OCC Executive Director, PCPA Executive Director and Expo Director**, are hereby authorized to represent Metro/MERC in an official capacity; and

The MERC Commission hereby approves in advance, the receipt of reasonable expenses for food, travel, and lodging for the above-named public officials and his/her accompanying relative, household member, or staff member, for attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

A Portland "green" familiarization tour ("fam tour") where meals will be paid for by Travel Portland (formerly "POVA"), to familiarize potential meeting planners and association executives with Portland and with the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) will take place in Portland from March 26-28, 2009, per the attached.

Being approved by the MERC Commission, at its regular meeting on February 25, 2009, the above activity is hereby officially sanctioned by MERC.



MERC Commission Chair

Note: the Metro Councilors/MERC Commissioners are required to keep detailed accounting of the expenses paid and shall report same to the Ethics Commission as required by law.

February 12, 2009

Dear Travel Portland Board of Directors, City of Portland Commissioners, Multnomah County Commissioners, Metro Councilors and MERC Commissioners:

Travel Portland will be hosting a "Green Familiarization Tour" in Portland from March 26-29, 2009.

Approximately 12 national association executives and decision-makers, representing 10 associations, will be here to review Portland as a possible future convention site. These clients range from Oregon Convention Center users to multiple and single-hotel users.

Familiarization trips have been very successful in the past. Historically, fifty percent of customers attending previous trips have eventually chosen Portland as a meeting site, resulting in millions of dollars of business for the community. We feel this remarkable response can largely be attributed to the support, friendliness and sincerity of the Oregonians our visitors meet during their stay.

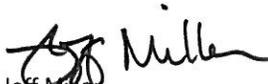
It is important that we show these valued clients that we appreciate the economic importance of their meetings. The presence of community leaders can make a huge impact, and we sincerely hope your schedule will allow you to attend your choice of the following events as our guests.

THURSDAY March 26, 2009	FRIDAY March 27, 2009		SATURDAY March 28, 2009		
5:45-6:45 p.m. Reception Heathman Hotel 1001 S.W. Broadway Dress: Business	7:30-8:45 a.m. Breakfast Doubletree Hotel Portland 1000 N.E. Multnomah St. Dress: Business Optional: Sustainable back-of-the- house tour 9:00 -10:00 a.m.	Noon-1:15 p.m. Lunch Hilton Portland & Executive Tower 921 S.W. Sixth Ave. Dress: Business	6-7 p.m. Reception the Nines 525 S.W. Morrison St. 7:15-8:30 p.m. Dinner Portland Center Stage Gerding Theater at the Armory 128 N.W. 11th Ave. Dress: Business	9-10:30 a.m. Breakfast Red Lion Hotel on the River 909 N. Hayden Island Drive Dress: Casual	5:45-7 p.m. Reception/ Dinner Portland Marriott Downtown Waterfront 1401 S.W. Naito Parkway Dress: Business

These functions offer the best opportunities and the most convenient times for you to meet our guests. I hope we will have the pleasure of your company. Please mark your calendars now and **RSVP to Jackie Harper, CMP** (503.275.9290 or jackie@travelportland.com) **by Wednesday, March 18, 2009**, if you are able to join us.

Again, your continued support of our industry is highly valued.

Sincerely,



Jeff Miller
President & CEO

MERC Commission Meeting
MERC Finance and Administration

March 25, 2009

To: Metropolitan Exposition Recreation Commission

From: Cheryl Twete, Director of Business and Community Development

Subject: Columbia River Crossing – Marine Drive Interchange Design Process and Expo Center
Conditional Use Master Plan Update

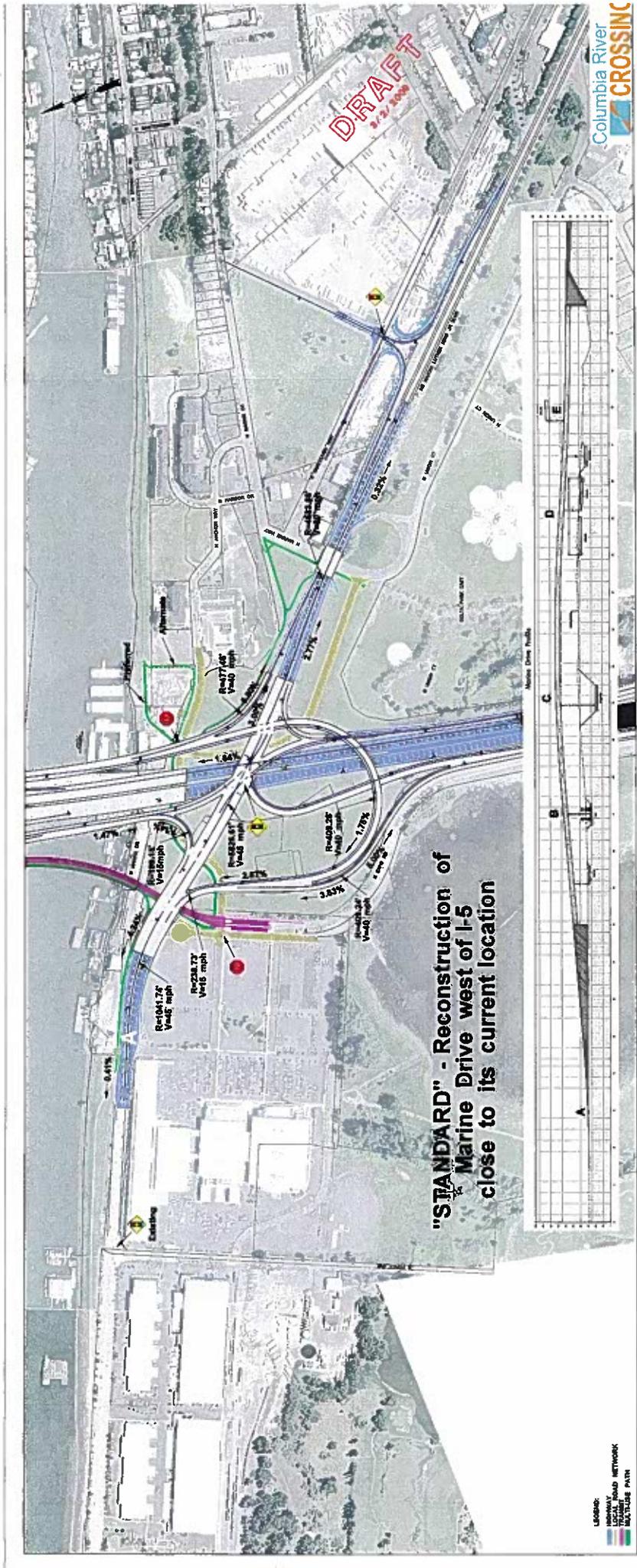
The Columbia River Crossing (CRC) Marine Drive Interchange Design process continues, with no final decision yet on which of the alternative alignments will move forward in the Final Environmental Impact Statement process. The most recent steps in the process are described below. (See Exhibit A for the latest design options under consideration.) These have not changed substantially since the Commission briefing on February 25, 2009, except that one of the older alignment options (the Standard Modified Alignment) was included in the recent CRC staff analysis of the options.

On March 11, 2009, the Marine Drive Stakeholder Committee met to discuss the latest alignment options and concluded that 1) much valuable common understanding amongst the stakeholders had been developed throughout the process; 2) no option yet had consensus of the stakeholders participating in the process and 3) the most effective way of proceeding was to create a small *subcommittee of agency staff* from Oregon Department of Transportation (ODOT), City of Portland, Metro/MERC and Tri-Met to continue to refine the options to better achieve the goals of the interchange. At the meeting, MERC and Metro staff did not express a preference for any particular alignment, but instead discussed the design principles that we felt needed to be met with the selected design. While many of the Committee members expressed support for Option 12, it clearly did not meet the interests of others.

Some other members of the Committee indicated that they had a desire to participate in the subcommittee, but the facilitator recommended that we keep the subcommittee small and that the work of the subcommittee would be reported back to the full committee.

At this time, there are three main areas of unresolved issues from some of the stakeholders (including Metro/MERC staff). The first issue is that the light rail station area is negatively impacted by overhead freeway ramps in Option 12, thus creating a less than desirable environment for the station and surrounding future transit oriented development. The second issue is that the proximity of the ramps from the Vanport Wetlands and the desire to have the ramps pushed further away. The third concern is that the urban design of the interchange ramps and the slough bridge does not create an iconic entry feature into Oregon.

Metro and MERC staff will participate with the subcommittee in good faith, working to achieve an alignment option that maintains high freight mobility service, creates an opportunity for a quality transit oriented development, enables the successful operation of the Expo Center, lessens impacts on the Vanport Wetlands, creates an appropriate urban design aesthetic and maintains good local circulation for property owners, businesses and the neighborhood in general. We will report back to the Commission once we know more about how the subcommittee process will be structured and when we expect completion of its work.



"STANDARD" - Reconstruction of Marine Drive west of I-5 close to its current location

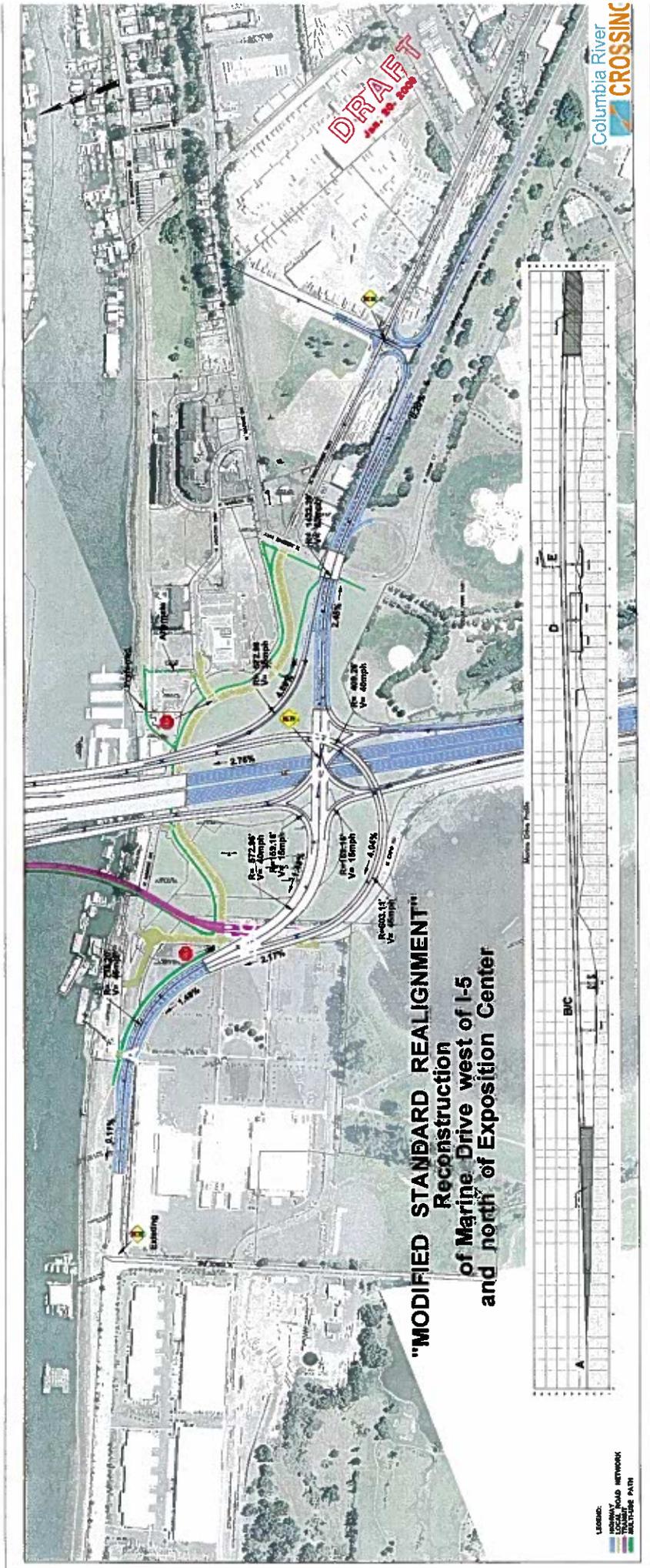
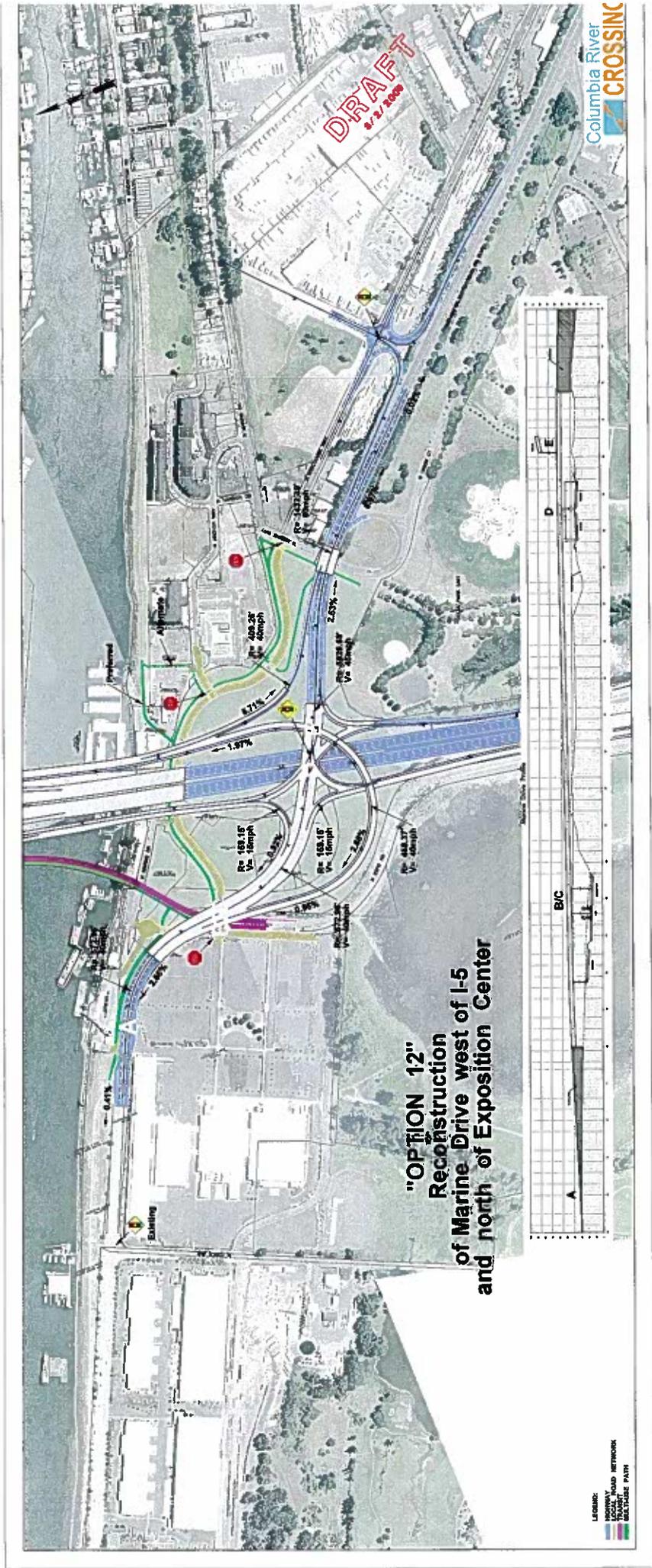
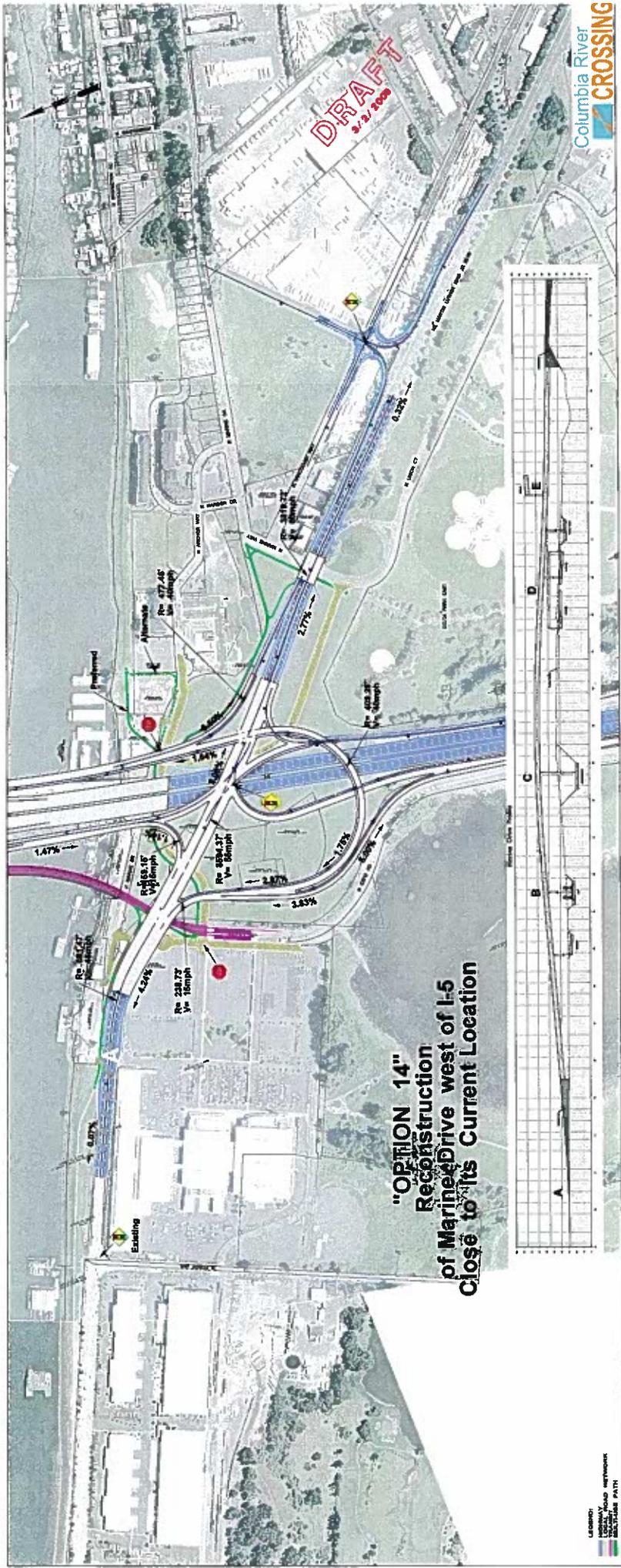


Exhibit A to March 25, 2009 Memo





FEBRUARY 2009

FINANCIAL INFORMATION

For Management Purposes only



PORTLAND CENTER FOR
THE PERFORMING ARTS

 A SERVICE OF METRO

expo

 A SERVICE OF METRO



OREGON CONVENTION CENTER

 A SERVICE OF METRO

THE **merc**

METROPOLITAN EXPOSITION
RECREATION COMMISSION

 A SERVICE OF METRO

Date: March 19, 2009

To:

Commissioner Don Trotter, Chair
Commissioner Janice Marquis, Vice Chair
Commissioner Gary Reynolds, Secretary-Treasurer
Commissioner Elisa Dozono
Commissioner Gary Conkling
Commissioner Ray Leary
Commissioner Yvonne McClain

Re: MERC Financial Information for the 8 months ended February 2009

This information summarizes the operating revenues and expenditures of the facilities managed by the Metro Exposition-Recreation Commission (MERC). These facilities include the Oregon Convention Center (OCC), the Portland Metropolitan Exposition Center (EXPO), and the Portland Center for the Performing Arts (PCPA). In addition, this report includes the cost of support services provided by MERC Administration. These reports omit substantially all disclosures required by generally accepted accounting principles. This report is intended solely for the information and use of the Commission and is not intended to be and should not be used by anyone other than the Commission.

Financial Highlights

Operating Results

- The year-to-date results indicate that the net F&B is less than budget by approximately 7%. While revenue and expenditures are slightly less than forecasted, the net result is approximately 5% less than budget.
- Highest event revenue generators for the period:
 - **Expo**
 - 10799 ~ Pacific Northwest Sportsman Show - \$509k
 - ❖ F&B - \$284k; Parking Fee's - \$119k
 - 10801 ~ '09 Portland Home & Garden - \$299k
 - ❖ F&B - \$86k; Parking (includes Exhibitor) - \$110k
 - 14559 ~ Rose City Gun & Knife Show - \$56k
 - ❖ Parking (includes Exhibitor) - \$23k
 - **OCC**
 - 7242 ~ '09 Portland Auto Show - \$448k
 - ❖ Exhibit Hall Rent - \$148k; F&B - \$116k
 - 9329 ~ B & GC Wine & Cheese Show - \$62k
 - ❖ F&B - \$49k
 - 10894 ~ CASA For Children Benefit Auction - \$49k
 - ❖ F&B - \$42k
 - **PCPA**
 - 11703 ~ The Color Purple - \$140k
 - ❖ Admin & User Fee - \$59k
 - 11013 ~ Spring Awakening - \$118k
 - ❖ Admin & User Fee - \$49k
 - 11704 ~ The Turn of the Screw - \$805
 - ❖ Rent - \$13k

Non – Operating Revenue

- **Transient, Lodging Tax (TLT)** year to date is 16.9% less than prior period which is a decrease of \$867 thousand. TLT is budgeted to receive 30% of the tax in the first half of the year, and the remaining 70% in the second half of the year.
- **Expo Debt Service** is paid semi annually. Approximately 73% or \$892 thousand of the annual payment is budgeted and paid during the first half of the fiscal year, the remaining 27% or \$300 thousand in the later part of the fiscal year.
- **Metro Risk Management** expenses are in the first period of each quarter. Approximately 83% of the annual budget or \$486 thousand year-to-date.

CCER Purchase card Socio-Economic Period to Date Statistics

- Total number of businesses supported = 23
- Total number of transactions = 38
- Total value of purchases = \$11,673
- Socio-Economic Categories
 - WOB (Women Owned Business) 10 \$6,085
 - SBA (Small Business Administration) 09 \$5,280
 - SDBI (Small Disadvantaged Bus.) 01 \$136
 - Veteran's 04 \$702

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
All Departments

	Current Year to Date Actual February-09	Prior Year to Date Actual February-08	% of Prior Year	2008-09 Adopted Budget February-09	% of Annual Budget 67%
Operating					
Revenue	11,458,435	11,488,476	100%	18,004,390	64%
Revenue - Food and Beverage	7,224,861	7,905,216	91%	12,579,134	57%
Total Operating Revenue	18,683,296	19,393,692	96%	30,583,524	61%
Costs - Food and Beverage	(6,227,975)	(6,078,468)	102%	(9,789,499)	64%
Personal Services	(11,481,551)	(10,380,363)	111%	(18,285,681)	63%
Goods & Services	(4,448,647)	(4,493,863)	99%	(7,869,173)	57%
Marketing	(1,746,240)	(1,669,195)	105%	(3,032,043)	58%
Total Operating Expenses	(23,904,414)	(22,621,889)	106%	(38,976,396)	61%
Net Operating Results	(5,221,118)	(3,228,197)	162%	(8,392,872)	62%
Non Operating	-	-		-	
Transient, Lodging Tax	4,228,736	5,087,196	83%	11,114,685	38%
Government Support City of Portland	-	-	-	737,449	0%
Non-Operating Revenue	346,399	607,226	57%	739,194	47%
Non-Operating Expense	(2,506)	(2,503)	100%	(2,500)	100%
	4,572,629	5,691,919	80%	12,588,828	36%
Support and Risk Management					
MERC Administration	-	-	-	-	-
Metro Support Services	(1,228,544)	(1,128,984)	109%	(1,842,802)	67%
Metro Risk Management	(485,637)	(525,372)	92%	(582,761)	83%
	(1,714,181)	(1,654,356)	104%	(2,425,563)	71%
Net Increase (Decrease)	(2,362,669)	809,366	-292%	1,770,393	-133%
Transfers					
Transfers from	-	334,860	0%	11,937	0%
Debt Service	(909,715)	(896,365)	101%	(1,210,037)	75%
Net Transfers	(909,715)	(561,505)	162%	(1,198,100)	76%
Net Operations	(3,272,384)	247,861	-130%	572,293	-572%
	-	0		-	
Capital					
Capital Outlay	(856,483)	(612,025)	140%	(2,228,869)	38%
Construction Management	(18)	(787)	2%	-	-
Goods & Services	(8,002)	-	-	(225,000)	4%
Non-Operating Revenue	229,298	60,945	376%	767,672	30%
Transfers from	-	-	-	746,144	0%
Net Capital	(635,206)	(551,868)	115%	(940,053)	68%
Fund Balance Inc (Dec)	(3,907,590)	(304,006)	1285%	(367,760)	1063%
	-	0		-	
Food and Beverage Gross Margin	13.8%	23.1%		22.2%	
Full Time Employees - per Budget	192	182		192	
Excise Tax	(930,610)	-			
Fund Balance					
Beginning Fund Balance	26,070,022	22,350,466		26,070,022	
Fund Balance Inc (Dec)	(3,907,590)	(522,871)		(367,760)	
Ending Fund Balance	22,162,432	21,827,595		25,702,262	
	-	-		-	
Strategic Goal	15,007,603	13,583,854		15,007,603	
Available for Strategy Goal	13,166,933	17,441,202		16,761,756	
Excess (Gap)	(1,840,670)	3,857,348		1,754,154	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Exposition Center

	Current Year to Date Actual February-09	Prior Year to Date Actual February-08	% of Prior Year	2008-09 Adopted Budget February-09	% of Annual Budget 67%
Operating					
Revenue	2,817,907	3,018,217	93%	3,819,977	74%
Revenue - Food and Beverage	1,306,502	1,482,406	88%	2,151,319	61%
Total Operating Revenue	4,124,409	4,500,623	92%	5,971,296	69%
Costs - Food and Beverage	(1,015,369)	(1,009,136)	101%	(1,515,262)	67%
Personal Services	(1,040,128)	(949,855)	110%	(1,591,637)	65%
Goods & Services	(755,671)	(760,691)	99%	(1,293,518)	58%
Total Operating Expenses	(2,811,168)	(2,719,682)	103%	(4,400,417)	64%
Net Operating Results	1,313,242	1,780,941	74%	1,570,879	84%
Non Operating					
Non-Operating Revenue	75,426	117,153	64%	161,619	47%
Non-Operating Expense	-	-		-	-
	75,426	117,153	64%	161,619	47%
Support and Risk Management					
MERC Administration	(194,016)	(159,880)	121%	(291,027)	67%
Metro Support Services	(122,856)	(112,904)	109%	(184,280)	67%
Metro Risk Management	(66,150)	(66,938)	99%	(79,379)	83%
	(383,022)	(339,722)	113%	(554,686)	69%
Net Increase (Decrease)	1,005,646	1,558,372	65%	1,177,812	85%
Transfers					
Transfers from	-	-		1,194	0%
Debt Service	(891,916)	(878,016)	102%	(1,192,232)	75%
Net Transfers	(891,916)	(878,016)	102%	(1,191,038)	75%
Net Operations	113,730	680,356	17%	(13,226)	-860%
Capital					
Capital Outlay	(104,178)	(4,118)	2530%	(180,000)	58%
Construction Management	-	(68)	-100%	-	-
Non-Operating Revenue	-	30,498	0%	73,329	0%
Net Capital	(104,178)	26,312	-396%	(106,671)	98%
Fund Balance Inc (Dec)	9,552	706,668	1%	(119,897)	-8%
Food and Beverage Gross Margin	291,133	473,270		636,057	46%
Food and Beverage Gross Margin %	22.3%	31.9%		29.6%	-7%
Full Time Employees - per Budget	13.30	13.30		13.30	
Excise Tax	(263,551)	-		-	
Fund Balance					
Beginning Fund Balance	6,069,250	5,581,447		6,069,250	
Fund Balance Inc (Dec)	9,552	487,803		(119,897)	
Ending Fund Balance	6,078,802	6,069,250		5,949,353	
Strategic Goal (6 mo, debt)					
Available for Strategy Goal	4,667,764	4,887,128		4,539,125	
Excess (Gap)	1,275,323	1,630,013		1,146,685	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Oregon Convention Center

	Excluding HQH		% of Prior Year	2008-09 Adopted Budget	% of Annual Budget
	Current	2007-08			
	Year to Date	Prior			
	Actual	Actual			
	February-09	February-08		February-09	67%
Operating					
Revenue	4,472,365	4,756,511	94%	7,369,246	61%
Revenue - Food and Beverage	4,845,402	5,346,351	91%	8,900,001	54%
Total Operating Revenue	9,317,767	10,102,862	92%	16,269,247	57%
Costs - Food and Beverage	(4,227,417)	(4,134,302)	102%	(6,961,152)	61%
Personal Services	(5,485,700)	(5,151,488)	106%	(8,741,296)	63%
Goods & Services	(1,902,839)	(1,783,501)	107%	(3,504,823)	54%
Marketing POVA	(1,746,240)	(1,669,195)	105%	(3,032,043)	58%
Total Operating Expenses	(13,362,196)	(12,738,487)	105%	(22,239,314)	60%
Net Operating Results	(4,044,429)	(2,635,624)	153%	(5,970,067)	68%
Non Operating					
Transient, Lodging Tax	3,578,356	4,256,167	84%	9,032,707	40%
Non-Operating Revenue	142,625	237,068	60%	267,288	53%
Non-Operating Expense	(6)	(3)	200%	-	-
	3,720,976	4,493,232	83%	9,299,995	40%
Support and Risk Management					
MERC Administration	(1,047,696)	(879,322)	119%	(1,571,548)	67%
Metro Support Services	(663,408)	(620,936)	107%	(995,114)	67%
Metro Risk Management	(271,119)	(297,908)	91%	(325,341)	83%
	(1,982,223)	(1,798,166)	110%	(2,892,003)	69%
Net Increase (Decrease)	(2,305,676)	59,441	-3879%	437,925	-527%
Transfers					
Transfers from	-	-		6,446	0%
Debt Service	(17,799)	(18,349)	97%	(17,805)	100%
Net Transfers	(17,799)	(18,349)	97%	(11,359)	157%
Net Operations	(2,323,475)	41,093	-5654%	426,566	-545%
Capital					
Capital Outlay	(527,847)	(392,763)	34%	(1,468,157)	36%
Non-Operating Revenue	4,298	22,224	-81%	50,863	8%
Transfers from	-	-		746,144	0%
Net Capital	(523,549)	(370,539)	41%	(671,150)	78%
Fund Balance Inc (Dec)	(2,847,024)	(329,446)	764%	(244,584)	1164%
Food and Beverage Gross Margin	617,985	1,212,049		1,938,849	32%
Food and Beverage Gross Margin %	12.8%	22.7%		21.8%	
Full Time Employees - per Budget	110.30	107.30		110.30	
Excise Tax	(666,364)	-		-	
Fund Balance					
Beginning Fund Balance	11,304,019	8,985,591		11,304,019	
Fund Balance Inc (Dec)	(2,847,024)	(329,446)		(244,584)	
Fund Balance Inc (Dec) for HQH	(293,149)	(119,781)		(226,000)	
Ending Fund Balance	8,163,847	8,536,364		10,833,435	
Strategic Goal (3 mo)	5,559,829	5,151,674		5,559,829	
Available for Strategy Goal	1,644,028	6,329,859		4,341,894	
Excess (Gap)	(3,915,801)	1,178,185		(1,217,935)	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Center for the Performing Arts

	Current Year to Date Actual February-09	2007-08 Prior Actual February-08	% of Prior Year	2008-09 Adopted Budget February-09	% of Annual Budget 67%
Operating					
Revenue	4,155,185	3,700,815	112%	6,776,667	61%
Revenue - Food and Beverage	1,072,957	1,076,459	100%	1,527,814	70%
Total Operating Revenue	5,228,142	4,777,274	109%	8,304,481	63%
Costs - Food and Beverage	(985,189)	(935,030)	105%	(1,313,085)	75%
Personal Services	(3,512,111)	(3,158,564)	111%	(5,751,698)	61%
Goods & Services	(1,265,372)	(1,218,045)	104%	(2,171,744)	58%
Total Operating Expenses	(5,762,672)	(5,311,639)	108%	(9,236,527)	62%
Net Operating Results	(534,531)	(534,365)	100%	(932,046)	57%
Non Operating					
Transient, Lodging Tax	650,380	831,029	78%	2,081,978	31%
Government Support City of Portland	-	-	#DIV/0!	737,449	0%
Non-Operating Revenue	105,533	233,180	45%	286,092	37%
Non-Operating Expense	(2,500)	(2,500)	100%	(2,500)	100%
	753,413	1,061,709	71%	3,103,019	24%
Support and Risk Management					
MERC Administration	(698,464)	(559,570)	125%	(1,047,699)	67%
Metro Support Services	(442,280)	(395,144)	112%	(663,408)	67%
Metro Risk Management	(148,368)	(160,526)	92%	(178,041)	83%
	(1,289,112)	(1,115,240)	116%	(1,889,148)	68%
Net Increase (Decrease)	(1,070,230)	(587,895)	182%	281,825	-380%
Transfers					
Transfers from	-	-		4,297	0%
Net Transfers	-	-		4,297	0%
Net Operations	(1,070,230)	(587,895)	182%	286,122	-374%
Capital					
Capital Outlay	(173,727)	(118,905)	146%	(435,000)	40%
Construction Management	(18)	(320)		-	-
Goods & Services	(8,002)	-		(225,000)	4%
Non-Operating Revenue	225,000	7,141	3151%	643,480	35%
Net Capital	43,253	(112,084)	-39%	(16,520)	-262%
Fund Balance Inc (Dec)	(1,026,977)	(699,980)	147%	269,602	-381%
Food and Beverage Gross Margin	87,768	141,429		214,729	41%
Food and Beverage Gross Margin	8.2%	13.1%		14.1%	
Full Time Employees - per Budget	46.40	43.40		46.40	
Fund Balance					
Beginning Fund Balance	7,785,999	7,099,082		7,785,999	
Fund Balance Inc (Dec)	(1,026,977)	(699,980)		269,602	
Ending Fund Balance	6,759,022	6,399,102		8,055,601	
Strategic Goal (6 mo)	4,618,264	4,093,382		4,618,264	
Available for Strategy Goal	5,894,516	5,589,949		7,193,096	
Excess (Gap)	1,276,252	1,496,567		2,574,832	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Convention Center Headquarter Hotel Project

	Current Year to Date Actual <hr/> February-09	2007-08 Prior Actual <hr/> February-08	% of Prior Year	2008-09 Adopted Budget <hr/> February-09	% of Annual Budget <hr/> 67%
Operating					
Revenue	-	-	-	-	-
Personal Services	(21,949)	(8,613)	255%	(20,000)	110%
Goods & Services	(271,200)	(446,028)	61%	(206,000)	132%
<i>Meetings Expense</i>	(85)	(284)	30%	-	-
<i>Developer Agreement I</i>	(4,274)	(200,000)	2%	-	-
<i>Developer Agreement II</i>	-	-	-	-	-
<i>Communications Consulting</i>	(44,328)	(23,747)	187%	-	-
<i>Construction Consulting</i>	(34,647)	-	-	-	-
<i>Financial Consulting</i>	(37,450)	(90,940)	41%	-	-
<i>Legal Consulting</i>	(147,491)	(1,708)	8638%	(184,000)	80%
<i>Management Consulting</i>	-	(35,215)	0%	(22,000)	0%
<i>Market Consulting</i>	(2,925)	(52,136)	6%	-	-
<i>Project Management</i>	-	(41,999)	0%	-	-
	<hr/>	<hr/>		<hr/>	
Net Operations	(293,149)	(119,781)	245%	(226,000)	130%

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
MERC Administration

	Current Year to Date Actual February-09	2007-08 Prior Actual February-08	% of Prior Year	2008-09 Adopted Budget February-09	% of Annual Budget 67%
Operating					
Revenue	12,978	12,933	100%	38,500	34%
Personal Services	(1,421,664)	(1,111,843)	128%	(2,181,050)	65%
Goods & Services	(253,565)	(285,597)	89%	(693,088)	37%
Net Operating Expenses	(1,662,251)	(1,384,507)	120%	(2,835,638)	59%
Non Operating					
Non-Operating Revenue	22,815	19,824	115%	24,195	94%
Non-Operating Expense	-	-	-	-	-
	22,815	19,824	115%	24,195	94%
Support and Risk Management					
MERC Administration	1,940,176	1,598,772	121%	2,910,274	67%
	1,940,176	1,598,772	121%	2,910,274	67%
Net Increase (Decrease)	300,740	234,089	128%	98,831	304%
Net Transfers	-	-	-	-	-
Net Operations	300,740	234,089	128%	98,831	304%
Capital					
Capital Outlay	(50,732)	(96,239)	53%	(145,712)	35%
Non-Operating Revenue	-	1,082	0%	-	-
Net Capital	(50,732)	(95,557)	53%	(145,712)	35%
Fund Balance Inc (Dec)	250,008	138,532	180%	(46,881)	-533%
Full Time Employees - per Budget	22.00	18.00		22.00	
Excise Tax	(695)	-		-	
Fund Balance					
Beginning Fund Balance	910,754	684,346		910,754	
Fund Balance Inc (Dec)	250,008	138,532		(46,881)	
Ending Fund Balance	1,160,762	822,878		863,873	
Strategic Goal (6 mo)	1,437,069	1,081,683		1,437,069	
Available for Strategy Goal	960,626	634,265		687,641	
Excess (Gap)	(476,443)	(447,418)		(749,428)	

SocioEconomic Report
METROPOLITAN EXPOSITION-RECREATION COMMISSION
WELLSFARGO - CCER
Period: February 2009

MCC	MCC Description	Merchant Name	Minority Vendor Code	Woman Owned Business	SBA Registered Indicator	Small Disadvantaged Business Indicator	HUB Zone Indicator	Disabled Veteran Indicator	Veteran Indicator	Vietnam Era Veteran Indicator	Incorporation Status Code	Incorporation Code Description	Primary SIC Code	Primary NAICS Code	Total # of Transactions	Net Transaction Amount
5999	Misc. Specialty Retail	A B C FIRE EXTINGUISHER INC		N	Y			N	N	N	3	Corporation - Chp S,C	7389	561900	1	\$184.95
7399	Business Services Default	A G G ENTERPRISES INC		Y							3	Corporation - Chp S,C	4953	562920	2	\$4,270.05
5964	Catalog Merchant	ALIMED, INC		N	Y			N	N	N	3	Corporation - Chp S,C	5047	423450	2	\$13.49
1761	Roofing/Siding/Sheet Metal	ANDERSON ROOFING CO., INC.			Y						3	Corporation - Chp S,C	1761	238160	1	\$1,002.12
5251	Hardware Stores	CHOWN HARDWARE		N	Y			N	N	N	3	Corporation - Chp S,C	5072	423710	1	\$87.63
5074	Plumbing/Heating Equipment	FERGUSON ENTERPRISES, INC.				Y					3	Corporation - Chp S,C	5074	423720	1	\$136.35
5983	Fuel Dealers	STAROILCO			Y				Y		3	Corporation - Chp S,C	3999	339999	2	\$529.46
5046	Commercial Equipment Default	FOLLETT CORPORATION		N	Y						3	Corporation - Chp S,C	3585	333415	1	\$520.55
5734	Computer Stores/Services	ZIPZOOMFLY	AP	Y							3	Corporation - Chp S,C	5045	423430	1	\$45.27
2791	Typesetting/Plate Making Etc.	JUST RIGHT AWARDS AND ENGRAVIN		Y							1	Individual/Sole Proprietor	5999	453998	1	\$149.91
5085	Industrial Supplies Default	MCGUIRE BEARING COMPANY			Y						3	Corporation - Chp S,C	5085	423840	3	\$93.28
4121	Taxi/Cabs/Limousines	NEW ROSE CITY CAB CO INC		Y							3	Corporation - Chp S,C	4121	485310	2	\$63.30
7311	Advertising Services	OREGON LAMINATIONS COMPANY							Y		3	Corporation - Chp S,C	7389	561900	1	\$39.91
4121	Taxi/Cabs/Limousines	RADIO CAB CO.							Y		3	Corporation - Chp S,C	4121	485310	3	\$80.00
7333	Commercial Photo/Art/Graphic	SIGNS NOW NORTHWEST, INC		Y							1	Individual/Sole Proprietor	3993	339950	1	\$59.00
5992	Florist	LAUREL HURST FLORIST		Y							3	Corporation - Chp S,C	5992	453110	1	\$78.50
5732	Electronic Stores	URS ELECTRONICS, INC.		Y							3	Corporation - Chp S,C	5065	423690	1	\$2.45
5999	Misc. Specialty Retail	VACUUM CLEANER SPECIALIST INC		N	Y				N	N	3	Corporation - Chp S,C	5087	423850	1	\$77.90
4468	Marinas Services and Supply	VAUGHAN BROS, INC							Y		3	Corporation - Chp S,C	5131	424310	1	\$52.45
7699	Miscellaneous Repair/Services	VORTEX INDUSTRIES		Y				Y			3	Corporation - Chp S,C	7699	811490	1	\$1,126.45
5085	Industrial Supplies Default	WALTER E NELSON CO		N	Y			N	N	N	2	Partnership	5087	423850	2	\$2,770.20
5251	Hardware Stores	W C WINKS HARDWARE INC		Y							3	Corporation - Chp S,C	5251	444130	7	\$237.74
7399	Business Services Default	WHOLESALE 4 SAFES, LOCKS AND K		Y							3	Corporation - Chp S,C	5087	423850	1	\$52.13
													Total Transactions & \$.S\$	38	\$11,673.09	
													Total # of Businesses	23		

**MERC Commission Meeting
Oregon Convention Center
Monthly Report**

**OCC MONTHLY EVENT REVENUE ANALYSIS
FEBRUARY 2009**

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	Travel Portion d	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC FEB 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	02/01/09	1	Accounting/Non-Event	Accounting/Non-	Accounting/Non-		0	28		\$0	\$828	\$553	\$147,229	\$0	\$0	\$0	\$100	\$0	\$0	\$3,558	\$0	\$0	\$152,269
Liberty Northwest/Safeco Agency Roundtable	02/10/09	220	New	Meeting/Seminar	Meeting	Local	5,127	1		\$0	\$5,291	\$0	\$952	\$120	\$1,220	\$0	\$0	\$0	\$0	\$25	\$1,020	\$0	\$8,628
MPAC Meeting	02/11/09	100	New	Meeting/Seminar	Meeting	Local	8,200	1		\$0	\$2,152	\$0	\$0	\$0	\$726	\$0	\$0	\$0	\$0	\$0	\$650	\$0	\$3,528
Legacy/Epic Workflow Confirmation #1	02/11/09	460	Repeat	Training	Meeting		30,965	3		\$0	\$5,108	\$4,266	\$0	\$210	\$8,244	\$0	\$3,045	\$0	\$0	\$0	\$7,000	\$270	\$28,142
16th Annual Portland Golf Show	02/13/09	7,782	Repeat	Consumer/Public	Consumer Public	Local	564,681	3		\$0	\$648	\$16,044	\$608	\$0	\$750	\$5,258	\$1,238	\$484	\$1,006	\$550	\$20,550	\$6,062	\$53,197
Bureau of Education and Research	02/11/09	20	Repeat	Meeting/Seminar	Meeting	Regional	1,665	1		\$0	\$293	\$0	\$0	\$0	\$98	\$0	\$0	\$0	\$0	\$0	\$485	\$0	\$876
Everything Green Oregon Expo	02/14/09	1,000	New	Consumer/Public	Consumer Public	Local	123,132	2		\$0	\$0	\$3,120	\$0	\$0	\$238	\$2,640	\$149	\$184	\$0	\$635	\$6,000	\$1,117	\$14,083
Handwriting Without Tears	02/13/09	91	Repeat	Meeting/Seminar	Meeting	Local	4,462	2		\$0	\$908	\$0	\$0	\$30	\$380	\$88	\$0	\$0	\$0	\$189	\$1,300	\$0	\$2,895
The Fly Fishing Show West 2009	02/14/09	1,192	New	Consumer/Public	Consumer Public	Local	266,452	2		\$0	\$0	\$3,466	\$0	\$0	\$1,152	\$1,879	\$0	\$0	\$238	\$550	\$11,440	\$2,486	\$21,211
Worldwide Dreambuilders Second Look Meeting	02/18/09	780	Repeat	Meeting/Seminar	Meeting	Regional	12,600	1		\$0	\$65	\$0	\$0	\$0	\$390	\$79	\$0	\$0	\$0	\$165	\$3,200	\$41	\$3,940
Inhouse - MPI Board Meeting	02/19/09	30	Repeat	Meeting/Seminar	In-house	Local	1,228	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
The Oregonian Small Business Seminar	02/19/09	275	New	Meeting/Seminar	Meeting	State	6,300	1		\$0	\$5,952	\$0	\$0	\$30	\$380	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0	\$7,962
B&GC Wine & Cheese Showcase	02/20/09	2,000	Repeat	Miscellaneous/Ot	Miscellaneous/Ot		74,466	1		\$0	\$49,175	\$0	\$64	\$380	\$4,809	\$1,821	\$0	\$0	\$0	\$275	\$4,450	\$5,778	\$66,752
Diabetes Expo 2009	02/21/09	5,507	Repeat	Consumer/Public	Tradeshow	Local	202,714	1		\$0	\$7,376	\$6,902	\$656	\$0	\$3,750	\$6,969	\$1,373	\$615	\$0	\$1,650	\$9,700	\$2,040	\$41,029
GSSA 1 Spirit Portland Cheer & Dance Championships	02/21/09	1,500	New	Competition	Consumer Public	Local	122,000	1		\$0	\$410	\$8,525	\$0	\$1,586	\$0	\$492	\$0	\$0	\$0	\$550	\$6,350	\$599	\$18,512
Oregon Law Institute Seminar - Administrative Law: Staying Current with the Latest Developments	02/20/09	90	Repeat	Meeting/Seminar	Meeting		2,881	1		\$0	\$1,259	\$0	\$80	\$0	\$180	\$79	\$0	\$0	\$0	\$0	\$840	\$0	\$2,438
Yard, Garden & Patio Show 2009	02/27/09	19,906	Repeat	Consumer/Public	Consumer Public	Local	1,315,627	3		\$0	\$6,889	\$52,861	\$0	\$45	\$24,727	\$17,908	\$2,611	\$1,818	\$3,659	\$2,900	\$75,225	\$19,637	\$208,279
Secrets of Deep Tissue Massage	02/21/09	34	Repeat	Training	Meeting	Local	8,210	2		\$0	\$65	\$0	\$0	\$0	\$100	\$79	\$0	\$0	\$0	\$0	\$1,890	\$0	\$2,134
Oregon Anesthesiology Group Education Event	02/21/09	100	New	Meeting/Seminar	Meeting	Local	8,700	1		\$0	\$5,264	\$35	\$0	\$0	\$670	\$0	\$0	\$0	\$0	\$0	\$1,200	\$300	\$7,469
Frito Lay Portland Zone Year End Recognition Celebration	02/21/09	221	New	Dinner	Food & Beverage/Caterin	Local	21,300	1		\$0	\$18,251	\$223	\$600	\$384	\$2,200	\$314	\$0	\$0	\$0	\$0	\$0	\$400	\$22,372
Business Leader NW	02/24/09	300	New	Meeting/Seminar	Tradeshow	Local	130,292	3		\$0	\$9,264	\$2,523	\$0	\$405	\$20,186	\$1,508	\$1,993	\$98	\$0	\$425	\$7,115	\$3,344	\$46,861
MPI-OC Planner to Planner Roundtable	02/25/09	38	Repeat	Lunch	Food & Beverage/Caterin		7,500	1		\$0	\$98	\$152	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Travel Portland Visitor Industry Trade Show	02/25/09	800	Repeat	Trade Show	Tradeshow	Local	51,000	1		\$0	\$216	\$174	\$0	\$0	\$0	\$2,540	\$0	\$0	\$0	\$300	\$6,600	\$811	\$10,640

**OCC MONTHLY EVENT REVENUE ANALYSIS
FEBRUARY 2009**

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	Travel Portion d	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Classic Wines Auction Inc	02/24/09	10	Repeat	Meeting/Seminar	Meeting		0	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Structural Engineers Association of Oregon Scholarship Foundation (SEAOF): Annual Scholarship Tradeshow 2009	02/25/09	200	New	Annual Convention/Conference	Tradesh ow	State	14,946	1		\$0	\$9,085	\$51	\$184	\$0	\$410	\$2,470	\$0	\$0	\$0	\$165	\$2,148	\$100	\$14,613
Bureau of Education and Research	02/25/09	10	Repeat	Meeting/Seminar	Meeting	Regional	3,204	1		\$0	\$187	\$0	\$0	\$0	\$122	\$0	\$0	\$0	\$0	\$0	\$520	\$0	\$829
Northwest's Largest Family Expo: KidFest! BabyFest! Campfest! 2009	02/28/09	2,961	Repeat	Consumer/Public	Consumer Public	Local	257,224	2		\$0	\$400	\$8,633	\$0	\$0	\$0	\$4,500	\$300	\$0	\$512	\$1,159	\$13,900	\$3,145	\$32,549
Oregon Business Magazine-100 Best Companies	02/26/09	662	Repeat	Dinner	Food & Beverage/Caterin	Local	25,500	1		\$0	\$31,525	\$5,762	\$0	\$75	\$5,902	\$683	\$0	\$0	\$0	\$355	\$0	\$3,741	\$48,042
Bureau of Education and Research	02/26/09	20	Repeat	Meeting/Seminar	Meeting	Regional	1,386	1		\$0	\$259	\$0	\$0	\$0	\$90	\$0	\$0	\$0	\$0	\$0	\$405	\$0	\$754
Bureau of Education and Research	02/26/09	25	Repeat	Meeting/Seminar	Meeting	Regional	1,818	1		\$0	\$195	\$0	\$0	\$0	\$90	\$0	\$0	\$0	\$0	\$0	\$520	\$0	\$805
Oregon State Bar: Estate and Distribution Planning for Retirement Benefits with Natalie Choate	02/26/09	170	Repeat	Meeting/Seminar	Meeting		14,474	1		\$0	\$4,425	\$0	\$8	\$0	\$40	\$0	\$0	\$0	\$0	\$50	\$3,200	\$0	\$7,723
Bureau of Education and Research	02/27/09	58	Repeat	Meeting/Seminar	Meeting	Regional	1,818	1		\$0	\$306	\$0	\$0	\$0	\$122	\$0	\$0	\$0	\$0	\$0	\$520	\$0	\$948
Oregon Law Institute Seminar - Advising Business Clients in Troubled Times: Risks and Opportunities	02/27/09	65	Repeat	Meeting/Seminar	Meeting		2,712	1		\$0	\$985	\$0	\$88	\$0	\$165	\$79	\$0	\$0	\$0	\$0	\$790	\$0	\$2,107
U.S. National Open Taekwondo Championships 2009	02/28/09	1,439	Repeat	Sporting Event/Atletics	Consumer Public	Local	63,204	1		\$0	\$670	\$8,010	\$0	\$1,180	\$120	\$592	\$0	\$0	\$189	\$295	\$3,000	\$1,040	\$15,097
Oregon State Bar: Family Law 2009	02/27/09	130	Repeat	Meeting/Seminar	Meeting		6,300	1		\$0	\$2,463	\$0	\$80	\$0	\$342	\$79	\$0	\$0	\$0	\$55	\$1,600	\$0	\$4,619
Susan G. Komen for the Cure - Breast Cancer Issues Conference 2009	02/28/09	650	Repeat	Meeting/Seminar	Meeting	Local	42,557	1		\$0	\$20,904	\$993	\$456	\$555	\$4,812	\$325	\$0	\$0	\$0	\$275	\$6,870	\$729	\$35,918
		48,847					3,404,645	76		\$0	\$190,914	\$122,292	\$151,005	\$5,000	\$82,413	\$50,382	\$10,808	\$3,199	\$5,605	\$14,126	\$200,088	\$51,639	\$887,469

**MERC Commission Meeting
Portland Exposition Center
Monthly Report**

Expo Center Event Analysis

February 2009

		Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
Pacific NW Sportsmen's Show	4-8	1				1	5	3		44,775	81,765	250	300,881	4,121	20,952	128,591	536,560
NWTF Sanctioned Turkey Calling Contest	7			1		1	1			25	235						235
2009 Kia Soul Sales Training	12			1		1	1	1		84	4,390	165		4,624	172	420	9,771
Rose City Gun and Knife Show	13-15	1				1	3	2		6,715	9,300	400	15,087		961	24,629	50,377
The Great Train Expo	14-15	1				1	2	1		4,605	7,717	250	5,187		374	14,022	27,550
2009 Portland Home and Garden Show	18-22	1				1	5	9		22,757	75,910	455	85,665	9,091	26,313	118,285	315,719
Home Builders Association of Metro Portland	19			1		1	1			60	370			190		14	574
Better Living Show - Exhibitor Meeting	26			1		1	1			46	330						330
Pro Start 2009 State HS Culinary Championships	28			1		1	1	1		435	3,500	740	798	9,531	552	2,210	17,331
Silver Collector Car Auction	28	1				1	1	1		591	3,475		4,011		612	2,517	10,615
		5	0	5	0	10	21	18	65%	80,093	186,992	2,260	411,629	27,557	49,936	290,688	969,062

FY 2008-09 Year to Date

July		4				4	13	10	29%	18,903	131,116	900	115,569	4,406	10,224	87,460	349,675
August		3				6	11	7	17%	12,106	44,824	6,573	54,633	36,664	2,616	27,676	172,986
September		7	1	4		12			42%	21,443	120,147	3,138	65,665	3,867	22,424	94,007	309,248
October		5	1	1		7	16	16	50%	30,675	134,225	1,840	115,458	11,234	31,287	137,523	431,567
November		8	1	1		10	29	25	66%	86,345	181,147	3,325	133,224	4,174	22,671	216,799	561,340
December		4		2		6	17	15	41%	36,513	94,245	1,550	126,758	1,171	11,024	133,049	367,797
January		6	1	7		14	32	15	90%	47,073	344,993	12,465	220,812	67,734	28,556	219,016	893,576
February		5		5		10	21	18	65%	80,093	186,992	2,260	411,629	27,557	49,936	290,688	969,062
March																	
April																	
May																	
June																	
Total to Date		42	4	20	0	69	139	106	50%	333,151	1,237,689	32,051	1,243,748	156,807	178,738	1,206,218	4,055,251

Month to Month Comparison

	0	0	2	0	2	1	-1	-21%	-17,353	-26,421	1,007	-97,661	7,530	-5,553	-19,198	-140,296
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Year to Date Comparison

	-5	2	0	0	0	-18	-27	-3%	-53,175	15,827	-24,425	-186,540	-1,227	-10,072	-114,463	-320,900
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FY 2007-08

July		4		1		5	12	10	29%	22,736	100,025	2,175	126,488	6,775	9,629	88,870	333,962
August		6		3		9	11	10	19%	13,922	59,501	10,844	70,811	25,310	3,829	35,523	205,818
September		6	1	2		9	20	17	35%	25,755	107,607	4,483	72,824	2,028	22,764	92,211	301,917
October		6		6		12	23	18	64%	38,448	147,222	8,427	149,909	15,584	35,789	162,078	519,009
November		8	1	1		10	27	22	74%	81,074	167,095	4,460	83,682	20,276	27,587	204,822	507,922
December		6				6	17	12	31%	52,089	102,705	4,825	157,203	2,750	14,402	185,506	467,391
January		6		4		10	27	25	89%	54,856	324,294	20,009	260,081	65,284	19,321	241,785	930,774
February		5		3		8	20	19	86%	97,446	213,413	1,253	509,290	20,027	55,489	309,886	1,109,358
March		8		3		11	27	22	59%	55,477	190,313	3,010	142,680	58,133	28,467	187,842	610,445
April		8	1	3		12	21	23	51%	42,731	167,413	5,935	271,860	44,310	13,257	74,100	576,875
May		2	1	4		7	15	15	19%	15,968	62,194	3,675	26,556	79,436	7,088	44,398	223,347
June		3		1		4	7	6	9%	9,499	30,030	2,362	30,530	8,687	3,204	31,932	106,745
Total to Date		68	4	31	0	103	227	199	47%	510,001	1,671,812	71,458	1,901,914	348,600	240,826	1,658,953	5,893,563

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 09-02

For the Purpose of Approving Communication Site Lease Agreement Between the Metropolitan Exposition Recreation Commission and Clearwire US LLC, and Authorizing Staff to Forward such Lease to the Metro Council for Approval.

WHEREAS, the Metropolitan Exposition Recreation Commission operates and manages the property commonly known as the Expo Center; and

WHEREAS, the Metropolitan Exposition Recreation Commission desires to lease to Clearwire US LLC fifty (50) square feet of rooftop space on Expo Center Exhibit Hall D (the “Premises”) for the purpose operating certain radio communications facilities; and

WHEREAS, the initial term of the Communication Site Lease Agreement (the “Lease”) would be five years and Clearwire US LLC would have the right to extend the initial term for five additional successive five-year periods; and

WHEREAS, the Commission recommends that the Metro Council, as fee owner of the Expo Center, (1) determine that the Premises are not needed for public use during the term of the Lease and (2) authorize the Metropolitan Exposition Recreation Commission to enter into the Lease with Clearwire US LLC;

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. That the Metropolitan Exposition Recreation Commission hereby recommends that the Metro Council determine that the Premises are not needed for public use; and
2. That the Metropolitan Exposition Recreation Commission hereby recommends that the Metro Council approve the Lease with Clearwire US LLC and authorizes staff to forward such Lease to the Metro Council for its review and approval; and
3. Subject to the Metro Council’s prior approval, that the Metropolitan Exposition Recreation Commission hereby directs the Chief Executive Officer to execute the Lease substantially in the form attached hereto as Exhibit A.

Approved as to Form:
Daniel B. Cooper, Metro Attorney

Chair

By: _____
Nathan A. Schwartz Sykes
Senior Attorney

Secretary-Treasurer

MERC Staff Report

Agenda Item/Issue: For the purpose of approving the Communication Site Lease Agreement between the Metropolitan Exposition Recreation Commission and Clearwire US LLC, and authorizing Staff to forward such Lease to the Metro Council for approval.

Resolution No.: 09-02

Presented By: Chris Bailey

Date: March 25, 2009

Background and Analysis: In the Spring of 2008, a Clearwire representative contacted Expo Center staff expressing an interest in testing the viability of utilizing a portion of the facilities as a site for the transmission of its WiMax communication services.

WiMax is a wireless technology that provides mobil broadband internet access within a network coverage area. Shortly thereafter, Clearwire confirmed that the Expo Center is an ideal site location.

During the interim, Clearwire and the Office of Metro Attorney developed a Communication Site Lease Agreement; basic elements of the agreement are:

Premises: Westerly portion of Exhibit Hall D roof at the exhaust fan enclosures (antenna location)
 Westerly lower roof of Exhibit Hall D (equipment cabinet)

Terms: Effective Date: date of agreement execution
 Due Diligence Period: Effective Date to Commencement Date (up to six months)
 Commencement Date: date of construction commencement
 Term: Five years from Commencement Date
 Renewals: Five successive Five year periods

Fiscal Impact: Beginning on the Commencement Date, Clearwire will pay for rental of the Premises at \$1,500 per month. Monthly rental will increase each year thereafter at the rate of 3% per year.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 09-02 approving the Communication Site Lease Agreement between the Metropolitan Exposition Recreation Commission and Clearwire US LLC, and authorize Staff to forward such Lease to the Metro Council for approval.

EXHIBIT A TO RESOLUTION 09-02

COMMUNICATION SITE LEASE AGREEMENT (BUILDING)

THIS COMMUNICATION SITE LEASE AGREEMENT (“Agreement”), dated for reference purposes as of _____, 2009, is between CLEARWIRE US LLC, a Nevada limited liability company (“Clearwire” or “Tenant”), and METRO, a municipal corporation organized under the laws of the State of Oregon and the Metro Charter, by and through the Metropolitan Exposition Recreation Commission (“MERC”), governing body for the Portland Metropolitan Exposition Center (METRO and MERC are jointly referred to herein as “Owner” or “Landlord”).

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Landlord owns a parcel of land (“**Land**”) and a building (“**Building**”) located in the City of Portland, County of Multnomah, State of Oregon, commonly known as 2060 N. Marine Drive (APN: 2N1E33 00200). The Building and the Land are collectively referred to herein as the “**Property**.” The Land is more particularly described in Exhibit A annexed hereto. Subject to the terms and conditions set forth in this Agreement, Owner hereby leases to Clearwire and Clearwire leases from Owner 50 square feet of rooftop space, plus additional space adjacent to and/or on the roof of the Building and cable tray, cable runs, antennae, MW dishes, conduit and riser space (collectively, “**Premises**”). The Premises is more particularly described and depicted on Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.**

2.1 This Agreement shall be effective on the date of full execution hereof (“**Effective Date**”). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below (“**Due Diligence Period**”), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, signal, topographical, geotechnical, structural and environmental tests, and other investigations Clearwire may reasonably deem necessary to determine the physical condition, feasibility and suitability of the Premises for Clearwire’s intended use (collectively, “**Investigations and Tests**”). Clearwire will provide Landlord with no less than 72 hours notice of its intent to access the Property and shall coordinate with Landlord to schedule a time that is convenient for both parties.

2.2 Tenant will notify Landlord and receive Landlord's written consent before conducting any invasive Investigations and Tests such as soils testings, wells, and borings. With respect to the Investigations and Tests, Tenant shall (i) have all work performed in a good and workmanlike manner and in accordance with all Laws (as defined below); (ii) pay for all work performed and keep the Property free and clear of all mechanic’s liens, construction liens, and any other encumbrances; (iii) have all work performed in such a manner so as not to cause any damage to the Property, injury to any person, or injury to the environment; and (iv) promptly repair any damage caused by such entry and restore the Property to the condition that existed prior to the entry. For purposes of this Paragraph, the term “**Laws**” shall mean each and every applicable federal, state, county, and local statute, ordinance, rule, regulation, order, or requirement, including, without limitation, all amending, modifying, or superseding statutes, ordinances, rules, regulations, orders, or requirements. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs, penalties, and expenses, including (without limitation) reasonable counsel, engineering, and other professional or expert fees: (a) arising from or in any way related to the acts or omissions of Tenant or its agents or consultants occurring during or relating to any entry during the Due Diligence Period or (b) arising from or in any way related to any breach by Tenant or its agents or consultants of any term, condition, or covenant set forth in this Paragraph 2. Landlord and Clearwire expressly acknowledge and agree that Clearwire’s access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

2.3 If, prior to the expiration of the Due Diligence Period, Clearwire determines that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire may terminate this Agreement without penalty upon written notice to Owner at any time prior to the Term Commencement Date. If Clearwire has not notified Landlord of its inability to accept the Property before the Term Commencement Date, Clearwire shall be deemed to have accepted the Premises "AS IS", and with all faults, and waives all claims against Landlord in respect of defects in the Premises or the Property and its structures and appurtenances excepting any latent defects, and their suitability for Clearwire's intended use.

3. Use. The Premises may be used by Tenant to erect and maintain the Tenant Facilities (as defined below in Paragraph 6) for the transmission of its communications services. Landlord agrees to cooperate with Tenant, at no expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. Term; Renewal; Deposit.

4.1 Term. The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or six (6) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least ninety (90) days prior to commencement of the succeeding Renewal Term.

4.2 Upon the Term Commencement Date, Tenant shall pay to Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00), as security for the full and faithful performance by Tenant of all the covenants and terms of this Agreement (the "**Deposit**"). The Deposit shall be returned to Tenant after the expiration of this Agreement, provided Tenant has fully and faithfully carried out all of Tenant's obligations hereunder, including (without limitation) the payment of all amounts due to Landlord hereunder and the surrender of the Premises to Landlord in the condition required in this Agreement. If Landlord applies any part of the Deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full Deposit on hand at all times during the Term of this Agreement.

5. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month ("**Rent**"). Rent shall be increased annually at a rate of Three Percent (3%) per year. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 2060 N. Marine Drive, Portland, OR 97217; Attention: Expo Center Director. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

6. Improvements.

6.1 Tenant has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Premises certain radio communications facilities described on the attached Exhibit B, including but not limited to utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work reasonably necessary to prepare and maintain the Premises for the Tenant Facilities and to install utility lines and transmission lines connecting antennas to transmitters and receivers.

6.2 Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Installation and operation of the Tenant Facilities shall be subject to all applicable land use and zoning restrictions and conditions and Tenant is responsible for obtaining all necessary permits and approvals and paying all associated fees prior to commencing construction of the Tenant Facilities. All of Tenant's construction and installation work shall be performed at Tenant's sole cost

and expense and in a good and workmanlike manner. Tenant shall at all times during the duration of this Agreement maintain the Tenant Facilities and the Premises in a safe and secure condition.

6.3 Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Premises or, on its behalf, to the Building or Property, and shall keep the Premises and the Property free from any liens other than liens created by Landlord or other parties. If Tenant fails to pay such claim or to discharge any lien created or suffered by Tenant, Landlord may do so and collect such amount as additional rent. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

6.4 Tenant shall remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement. Tenant shall be responsible for repairing any and all damage to the Premises caused by such removal, and shall surrender the Premises to Landlord in the same or better condition as existed at the Term Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Tenant.

7. Access and Utilities.

7.1 Subject to the conditions set forth below in this Paragraph, Tenant, and Tenant's agents, employees and contractors, shall have the right to cross the Property to access the Premises. Tenant may access the Premises for construction, routine maintenance, repair and other non-emergency visits during business hours (defined as Monday through Friday, 8:00 a.m. to 3:00 p.m.); provided, however, that Tenant shall provide Landlord with one week advance notice of its intent to access the Premises and shall schedule its visit to the Property at times that are convenient to Landlord so as to minimize interference with Landlord's ongoing business operations. Non-emergency visits to the Premises shall be coordinated with Christopher W. Bailey, Expo Center Director at (503) 736-5200. In the event of an emergency, Tenant may access the Premises upon two hours notice to Landlord provided that Tenant coordinates its access with Landlord's designated operations staff, whose contact information will be provided to Tenant upon the Term Commencement Date. Tenant shall pay Landlord an agreed upon flat fee of \$200 per visit to cover all costs incurred by Landlord to accommodate Tenant's emergency access to the Property during non-business hours.

7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7.3 Tenant shall install separate meters for utilities used on the Property and shall pay all charges due to Tenant's use at the rate charged by the servicing utility company. Tenant shall, at Tenant's sole expense, have the right to install utilities and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators) reasonably necessary to provide service to the Tenant Facilities. Landlord agrees to sign such documents or easements as may be necessary to provide such utility service to the Premises; provided, however, that any easement necessary for such utilities will be at a location acceptable to Landlord.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not permit its lessees or licensees to install new equipment if such installations are likely to cause interference with Tenant's operations.

9. Taxes. Tenant shall pay all real property and/or personal property taxes assessed against the Tenant Facilities and all other taxes, fees and assessments attributable to the Premises or this Agreement. Notwithstanding the forgoing, in the event Tenant fails to timely pay any such taxes assessed, Landlord retains the right to pay such amounts on Tenant's behalf and invoice Tenant for the amount paid, in which case Tenant shall reimburse Landlord for the amount invoiced within thirty (30) calendar days of receipt of written notice from Landlord.

10. Termination.

10.1 This Agreement may be terminated by Tenant without further liability for any reason or for no reason, provided Tenant delivers written notice of termination to Landlord prior to the Term Commencement Date.

10.2 After the Term Commencement Date, this Agreement may be terminated by Tenant without further liability on thirty (30) days prior written notice if Tenant is unable to obtain or maintain, through no fault of Tenant and after expending reasonable efforts, any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, replacing, maintaining or operating the Tenant Facilities. In the event of a termination under this paragraph, Tenant shall pay Landlord all monies due including Rent, and any other fees due to Landlord, as of the date of termination. In addition Tenant shall, at its sole expense, return the Premises to the same or better condition than existed on the Term Commencement Date (normal wear and tear, and casualty beyond Tenant's control, excepted) and remove the Tenant Facilities.

10.3 This Agreement may be terminated by Landlord upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period.

10.4 This Agreement may be terminated by either party upon sixty (60) days written notice by either party upon default of any non-monetary covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion.

10.5 In the event of a default by Tenant which has not been cured by Tenant within the applicable time periods set forth in Section 10.3 and 10.4, this Lease may be terminated at the option of Landlord by written notice to Tenant, in accordance with state law. In the event of termination or retaking of possession following an event of default by Tenant, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the term of this Lease, the following amounts as damages:

(a) An amount equal to twelve (12) times the monthly Rent, at the then current rate. This amount shall be the full, agreed, and liquidated damages attributable to Landlord's loss of Rent and Landlord shall have no duty to mitigate its damages. Landlord and Tenant agree that it would be impractical and extremely difficult to estimate the damages that Landlord may suffer as a result of the loss of Rent. Therefore, Landlord and Tenant agree that a reasonable estimate of the total net detriment that Landlord would suffer is and shall be, in addition to other remedies provided in this Lease, the amount set forth in this Section 10.5(a). The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Landlord.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned with Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, and court costs.

10.6 This Agreement may be terminated by Tenant without further liability on thirty (30) days prior written notice to Landlord for any reason if Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenants intended purpose. In the event Tenant terminates this Agreement pursuant to this paragraph, Tenant shall pay to Landlord a termination fee equal to six (6) months the current Rent.

10.7 This Agreement may be terminated by Landlord, for reasons involving public health, safety, or welfare. If the public's health, safety, or welfare is endangered by the operations of the Tenant Facilities and Tenant fails to cure the conditions causing the endangerment within thirty (30) days after receipt of such notice, Landlord may terminate this Agreement.

10.8 This Agreement may be terminated by Landlord or Tenant upon prior written notice, if either the Metropolitan Exposition Recreation Commission or the Metro Council decides to redevelop the Property or the Building in a manner inconsistent with continued use of the Premises by Tenant pursuant to the terms of paragraph 15 below.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, and provided any of the damage and/or destruction suffered was not caused by Tenant, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance; Subrogation; and Indemnity.

12.1 Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant's policy shall be specifically endorsed to provide that the coverage obtained by Tenant by virtue of this Agreement will be primary, and that any insurance carried by Landlord shall be excess and non-contributory. Such insurance shall name Metro, MERC, and Portland Metropolitan Exposition Center, (and each entity's elected officials, employees, and agents) as additional insureds. Tenant shall provide Landlord with a certificate of insurance complying with this article within fifteen (15) days of execution of this Agreement. Notice of any material change or policy cancellation shall be provided to Landlord thirty days (30) prior to the change.

12.2 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12.3 Tenant shall indemnify, defend and hold harmless Landlord (and Landlord's elected officials, employees, and agents) from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal ("**Losses**"), arising out of or in any way connected with Tenant's performance of this Agreement, Tenant's breach of any term or condition of this Agreement, or any way related to the Tenant Facilities, the Premises, or Tenant's use of the Property pursuant to this Agreement. Notwithstanding the forgoing, Tenant shall not have to indemnify Landlord for Losses caused by Landlord's negligent or willful misconduct. The duties described in this Paragraph 12.3, shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

13. Assignment. Tenant shall not assign any interest in this Agreement without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed provided however that Tenant may, without Landlord's consent, assign this Lease to a corporation which is a partner, parent, subsidiary or affiliate of Tenant. For the purposes of this Section, a "parent" shall mean a corporation which owns not less than fifty-one percent (51%) of the outstanding stock of Tenant, a "subsidiary" shall mean any corporation not less than fifty-one percent (51%) of whose outstanding stock shall be owned by Tenant, and an "affiliate" shall mean any partner or corporation not less than fifty-one percent (51%) of whose outstanding stock shall be owned by the Tenant's parent. Upon such assignment to a partner, parent, subsidiary or affiliate of Tenant, such assignee shall succeed to all rights and options of the Tenant hereunder. It is hereby expressly understood and agreed that the assignment of this Lease and the term and estate hereby granted, to (a) any corporation into which Tenant is merged or to which Tenant has sold all or substantially all of its assets, or (b) any entity which is an Affiliate or (c) any entity which is a transferee or assignee of Tenant's FCC wireless license as part of the sale or exchange of all or a majority of Tenant's sites in the market in which the Premises is located (any such corporation, entity or transferee in (a), (b) and (c) being hereinafter called "**Assignee**"), shall not require Owner's consent; provided (x) that Assignee and Tenant shall promptly execute, acknowledge and deliver to Owner an assignment agreement in form satisfactory to Owner, and (z) that the Assignee is an FCC licensed telecommunications company and otherwise properly licensed to operate the wireless communications system. Tenant, may also, upon notice to Landlord, mortgage or grant a security interest in Tenant's equipment, and may assign this Lease and the equipment to any mortgagees or holders of security interest, including their successors or assigns collectively ("**Mortgagees**"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. If reasonably required by the Mortgagees, Landlord shall execute such consent to Leasehold or equipment financing. The foregoing notwithstanding, under no circumstances shall any assignee or Mortgagee of Tenant have any property in the Building beyond that of a leasehold interest for the term of the Lease.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

14.2 Tenant has the right, during the Due Diligence Period, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right, prior to the Term Commencement Date, to terminate this Agreement immediately upon written notice to Landlord.

15. Relocation. In the event Landlord desires to redevelop, modify, remodel or in any way alter the Property, the Building, and/or any improvements located thereon ("**Redevelopment**"), Landlord shall use reasonable efforts to fully accommodate Tenant's use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Tenant Facilities, Landlord shall use reasonable efforts to find a mutually acceptable alternate location for the Tenant Facilities. Landlord shall give Tenant at least six (6) months prior written notice of its Redevelopment plans. In the event that Tenant and Landlord cannot agree on an alternative location for the Tenant Facilities within three (3) months after Tenant's receipt of Landlord's notice of Redevelopment, either party may immediately terminate this Agreement on ten (10) days written notice and such termination shall be either party's sole remedy. In no event shall Tenant be entitled to any damages resulting from Landlord's Redevelopment under this section. If the parties are able to agree on an acceptable alternate location for the Tenant Facilities, Landlord and Tenant agree to use their best efforts to amend this Agreement to document the new, alternate Tenant Facilities location, and from and after the date Tenant begins installation of its Tenant Facilities at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

16. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, and without limiting the terms set forth in Paragraph 12.3 above, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 16 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 16 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

17. Restoration. In the event that Tenant causes damage of any kind during the course of installing, operating or maintaining Tenant Facilities, including damage to the Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Tenant shall repair the damage and restore the Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Landlord. Restoration of the Property shall be to a condition that is equivalent to or better than the condition of the Property prior to commencing the installation, operation or maintenance of the Tenant Facilities and to a condition satisfactory to Landlord.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	If to Landlord, to:
Clearwire US LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: Siteleasing@clearwire.com	Portland Metropolitan Exposition Center 2060 N. Marine Dr. Portland, OR 97217 Attn: Christopher Bailey, Expo Center Director Telephone: 503-736-5200
With a copy to: Clearwire US LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-790	With a copy to: Metro Office of the Metro Attorney 600 NE Grand Avenue Portland, OR 97232 Telephone: 503-813-7522 Fax: 503-797-1792

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

20. Miscellaneous.

20.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

20.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

20.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

20.5 This Agreement shall be governed under law of the State of Oregon, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

20.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

20.7 All Exhibits referred herein are incorporated herein for all purposes.

20.8 This Agreement will be subject and subordinate to all mortgages that may now or hereafter affect the Building or the Property, to each and every advance under such mortgages, and to all renewals, modifications, replacements, and extensions of such mortgages. This Section is self-operative, and no further instrument of subordination will be required. In confirmation of the subordination, Tenant will promptly execute, acknowledge, and deliver any instrument that Landlord (or Landlord's lender) may reasonably request to evidence the subordination, provided that in return Tenant receives a written non-disturbance agreement from the holder of such mortgage or deed of trust. Landlord shall make a diligent and good faith effort to obtain a Nondisturbance Agreement for the benefit of Tenant from each lender with a security interest recorded upon the title to the Property at the time of execution of this Agreement.

20.9 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

20.10 This Agreement must be specifically approved by formal action of the Metropolitan Exposition Recreation Commission prior to it having any binding effect whatsoever. All parties acknowledge that no liability or obligations of any kind shall attach to any party until such Commission approval has been given pursuant to this subsection.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of as of the last date of signature specified below.

LANDLORD:

TENANT:

METROPOLITAN EXPOSITION RECREATION
COMMISSION

CLEARWIRE US LLC, a Nevada limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

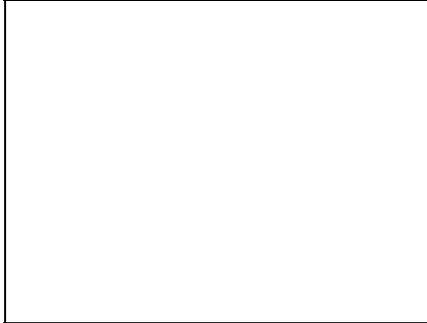
Date: _____

Date: _____

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Metropolitan Exposition Recreation Commission, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clearwire US LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2009, by and between Portland Metropolitan Exposition Center a _____ as Landlord, and Clearwire US LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 2N1E33 00200

[TO BE INSERTED]

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2009, by and between Portland Metropolitan Exposition Center, _____, as Landlord, and Clearwire US LLC, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

[TO BE INSERTED]

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT C

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Clearwire US LLC
4400 Carillon Point
Kirkland, WA 98033
Attn: Site Leasing

**MEMORANDUM OF AGREEMENT
APN: 2N1E33 00200**

This MEMORANDUM OF AGREEMENT is entered into on _____, 2009, by METRO, a municipal corporation organized under the laws of the State of Oregon and the Metro Charter, by and through the Metropolitan Exposition Recreation Commission (“MERC”), governing body for the Portland Metropolitan Exposition Center (METRO and MERC are jointly referred to herein as “**Owner**” or “**Landlord**”) and Clearwire US LLC, a Nevada limited liability company, with an address at 4400 Carillon Point, Kirkland, WA 98033 (hereinafter referred to as “**Clearwire**” or “**Tenant**”).

1. Owner and Clearwire entered into a Communication Site Lease Agreement (“**Agreement**”) dated as of _____, 2009, effective upon full execution of the parties (“**Effective Date**”) for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire’s tenancy under the Agreement is for five (5) years commencing on the date Tenant begins construction of the Tenant Facilities or six (6) months following the Effective Date, whichever first occurs (“**Term Commencement Date**”), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the “**Premises**”) are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

Metropolitan Exposition Recreation Commission

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

Clearwire US LLC,
a Nevada limited liability company

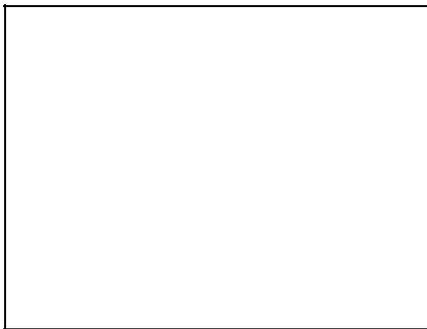
By: _____
Name: _____
Title: _____
Date: _____

[Notary block for a Corporation]

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Metropolitan Exposition Recreation Commission, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clearwire US LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**MERC Commission Meeting
Portland Center for the Performing Arts
Monthly Report**

PCPA MONTHLY ANALYSIS

FEBRUARY 2009

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	1/27 to 2/15	Portland Opera	Turn of the Screw	15	4	6,625	6,482	55%	\$462,227	\$13,310	\$35,377	\$11,421	\$0	\$12,173	\$72,281
	2/8	Elderhostel	Reception	0	1	36	0		\$0	\$0	\$130	\$0	\$0	\$1,093	\$1,223
	2/16 to 2/28	Oregon Ballet Theatre	Lambarena	9	4	7,590	7,067	59%	\$335,267	\$8,165	\$30,780	\$12,367	\$0	\$27,026	\$78,338
ASCH	1/31 to 2/2	Oregon Symphony	Classical 8	3	3	4,430	3,687	44%	\$146,088	\$3,265	\$12,230	\$6,452	\$0	\$3,560	\$25,507
	2/7 to 2/9	Oregon Symphony	Classical 9	3	3	5,666	4,987	60%	\$190,036	\$3,080	\$12,205	\$8,727	\$348	\$4,089	\$28,449
	2/5	Laika Films	Coraline	0	1	936	55	2%	\$2,831	\$7,420	\$10,728	\$1,836	\$0	\$4,060	\$24,044
	2/10	Portland Arts and Lectures	Ann Patchett/E. Gilbert	0	1	2,145	2,443	88%	\$66,127	\$1,855	\$2,877	\$4,603	\$130	\$982	\$10,447
	2/12	ISEPP	Susan Haack	0	1	876	537	19%	\$19,299	\$3,340	\$2,848	\$1,592	\$150	\$347	\$8,277
	2/13	Portland Jazz Festival	Terence Blanchard	0	1	1,025	905	33%	\$40,161	\$1,855	\$4,435	\$2,394	\$334	\$2,477	\$11,495
	2/14	Oregon Symphony	Diane Reeves	2	1	1,733	1,383	50%	\$88,873	\$1,150	\$6,826	\$2,420	\$132	\$4,581	\$15,109
	2/15	Portland Jazz Festival	McCoy Tyner	0	1	1,543	1,434	52%	\$61,874	\$1,420	\$4,617	\$3,666	\$562	\$3,294	\$13,559
	2/16	Oregon Symphony	The Chieftains	0	1	2,159	1,875	68%	\$80,465	\$3,793	\$5,679	\$4,598	\$498	\$4,197	\$18,765
	2/22	Oregon Symphony	Kids Concert	0	1	2,213	2,672	50%	\$48,877	\$1,080	\$5,124	\$1,336	\$0	\$644	\$8,184
2/25	Portland Youth Philharmonic	Youth Concerts	0	2	3,253	0		\$0	\$315	\$2,296	\$1,336	\$0	\$0	\$3,947	
NEWMARK	1/23 to 2/20	Oregon Children's Theatre	Click Clack Moo	4	46	22,450	23,668	73%	\$248,578	\$5,355	\$39,630	\$0	\$0	\$865	\$45,850
	2/2	OHSU	Brain Awareness Lect.	0	1	640	634	72%	\$13,363	\$1,135	\$1,925	\$1,136	\$65	\$0	\$4,261
	2/9	OHSU	Brain Awareness Lect.	0	1	469	499	57%	\$10,663	\$1,135	\$1,834	\$900	\$49	\$0	\$3,918
	2/17	Portland Arts and Lectures	Calvin Trillin	0	1	567	505	57%	\$18,695	\$1,855	\$1,486	\$1,186	\$49	\$0	\$4,576
	2/18	OHS	Doris Kearns Goodwin	0	1	738	807	92%	\$35,582	\$1,135	\$1,989	\$2,028	\$100	\$108	\$5,360
	2/21	Portland Jazz Festival	Patricia Barber	0	1	506	459	52%	\$15,778	\$640	\$2,812	\$991	\$175	\$513	\$5,131
	2/22 and 23	Portland Piano International	Xu Zhong	0	2	1,005	716	41%	\$18,412	\$2,270	\$2,881	\$1,367	\$0	\$601	\$7,119
	2/24 to 27	White Bird	Trey McIntyre Project	1	3	2,086	2,025	77%	\$67,322	\$2,270	\$8,685	\$3,975	\$0	\$1,258	\$16,188
WINNINGSTAD	2/4 to 2/28	Tears of Joy	When Animals Were People	6	18	3,475	1,048	20%	\$25,655	\$2,875	\$4,600	\$524	\$0	\$0	\$7,999
	2/27	OICF	Ethics Bowl	0	1	263	0		\$0	\$800	\$1,185	\$0	\$0	\$3,225	\$5,210
BRUNISH HALL	2/5 to 2/8	God 'n Charge	Seize the Day	0	5	268	251	40%	\$2,479	\$0	\$2,327	\$439	\$0	\$0	\$2,766
A. HATFIELD HALL	2/9	PCPA Volunteers	Noontime Showcase	0	1	74	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2/16	OHSU	Postshow Reception	0	1	97	0		\$0	\$0	\$0	\$0	\$0	\$1,773	\$1,773
	February	ArtBar												\$28,534	\$28,534
	February	Keller Café												\$6,660	\$6,660
	February	AHH Catering												\$130	\$130
	February	Artbarista												\$914	\$914
		TOTALS		43	107	72,868	64,139	53%	\$1,998,652	\$69,518	\$205,506	\$75,294	\$2,592	\$113,104	\$466,014

PCPA MONTHLY ANALYSIS

FEBRUARY 2008

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	1/30 to 2/17	Portland Opera	Rodelinda	14	4	7,632	7,585	63%	\$531,998	\$12,140	\$35,945	\$13,366	\$0	\$19,310	\$80,761
	2/15	KXL Radio	Talk Fest IV	0	1	1,834	1,458	49%	\$57,161	\$4,300	\$4,540	\$3,910	\$768	\$5,997	\$19,515
	2/17 to 3/1	Oregon Ballet Theatre	French Program	10	4	8,344	7,586	64%	\$389,000	\$7,970	\$31,138	\$13,275	\$0	\$20,636	\$73,019
ASCH	2/1	Outback Concerts	Rodney Carrington	0	1	2,309	2,339	84%	\$92,976	\$7,017	\$4,016	\$5,262	\$0	\$8,178	\$24,473
	1/29 to 3/4	Oregon Symphony	Classical 8	3	3	3,888	3,303	38%	\$128,865	\$2,985	\$14,726	\$5,780	\$0	\$3,388	\$26,879
	2/5	Portland Arts and Lectures	Mary Oliver	0	1	2,092	2,351	85%	\$59,344	\$1,800	\$2,421	\$3,833	\$190	\$575	\$8,819
	2/6	House of Blues	Jonas Brothers	0	1	2,549	2,599	94%	\$125,011	\$8,000	\$24,818	\$7,076	\$11,165	\$1,292	\$52,351
	2/8	MAGPI	Sweet Honey in the Rock	0	1	1,210	1,185	43%	\$44,376	\$3,349	\$3,136	\$2,512	\$732	\$1,436	\$11,165
	2/9	Oregon Symphony	Eartha Kitt	0	1	2,238	2,237	81%	\$121,123	\$755	\$7,415	\$3,915	\$328	\$5,000	\$17,413
	2/7 to 2/10	Oregon Symphony	Inside the Score	2	1	1,586	1,779	64%	\$36,861	\$885	\$3,982	\$3,113	\$0	\$0	\$7,980
	2/10	Tate Entertainment	Jeff Dunham	0	1	2,743	2,786	100%	\$100,296	\$8,024	\$4,322	\$6,269	\$1,091	\$4,565	\$24,271
	2/11 to 2/13	Oregon Symphony	Aucitions	3	0	0	0	n/a	\$0	\$900	\$2,557	\$0	\$0	\$0	\$3,457
	2/13	Portland Youth Philharmonic	Kids Concerts	0	2	3,984	0	n/a	\$0	\$305	\$2,283	\$0	\$0	\$0	\$2,588
	2/15	Portland Jazz Festival	Ornette Coleman	0	1	1,709	1,567	62%	\$79,980	\$3,773	\$3,977	\$4,527	\$192	\$1,440	\$13,909
			Oregon Symphony	Classical 9	2	3	4,945	4,576	56%	\$174,573	\$2,805	\$12,721	\$7,991	\$318	\$5,229
	2/21 to 2/25	Oregon Symphony	Pops 5	2	3	5,822	5,142	62%	\$233,358	\$7,445	\$12,616	\$8,999	\$1,051	\$7,371	\$37,482
NEWMARK	2/7	NW Film Center	International Film Festival	0	1	515	481	14%	\$3,250	\$1,765	\$2,988	\$742	\$0	see ArtBar	\$5,495
	2/8	Art of Persia	Hadi and Samad	0	1	200	187	21%	\$6,090	\$1,235	\$1,389	\$345	\$75	\$215	\$3,259
	2/11	OHSU	Eric Kandel	0	1	782	751	85%	\$12,966	\$1,750	\$1,149	\$1,297	\$397	see ArtBar	\$4,593
	2/15	Portland Jazz Festival	San Francisco Jazz Collect.	0	1	698	621	71%	\$26,556	\$1,100	\$1,997	\$1,503	\$263	see ArtBar	\$4,863
	2/16	Portland Jazz Festival	Classical Jazz Quartet	0	1	818	774	88%	\$33,118	\$1,100	\$1,815	\$1,875	\$278	see ArtBar	\$5,068
	2/17-2/18	Portland Piano International	John Kimura Parker	0	2	1,051	1,078	61%	\$33,240	\$2,200	\$2,869	\$1,716	\$93	\$447	\$7,325
	2/19	OHSU	Pat Levitt	0	1	633	733	83%	\$12,681	\$1,750	\$1,322	\$1,292	\$109	see ArtBar	\$4,473
	2/20	Portland Arts and Lectures	Li-Young Lee Poetry Series	0	1	392	343	39%	\$5,096	\$620	\$767	\$600	\$117	see ArtBar	\$2,104
	2/22	Portland Jazz Festival	Nancy King/Kurt Elling	0	1	549	520	59%	\$17,964	\$1,100	\$1,964	\$876	\$105	see ArtBar	\$4,045
	2/25	OHSU	Al Lewy	0	1	722	840	96%	\$14,531	\$1,750	\$1,674	\$1,480	\$101	see ArtBar	\$5,005
2/28	House of Blues	Queensryche	0	1	815	809	98%	\$40,046	\$1,235	\$9,028	\$2,267	\$653	\$1,900	\$15,083	
WINNINGSTAD	1/29 to 2/10	Tears of Joy	Anansi the Spider	1	22	4,620	1,199	n/a	\$15,097	\$1,945	\$5,232	\$1,793	\$0	see ArtBar	\$8,970
	2/15	Portland Jazz Festival	Myra Melford	0	1	96	63	22%	\$1,211	\$0	\$682	\$69	\$11	see ArtBar	\$762
	2/15 to 2/17	Portland Jazz Festival	Jazz Workshops	0	3	259	0	n/a	\$0	\$0	\$2,037	\$0	\$0	see ArtBar	\$2,037
	2/26 to 2/28	TRI Leadership	Helping America's Youth Co	0	1	286	0	n/a	\$0	\$1,350	\$757	\$0	\$0	\$8,725	\$10,832
BRUNISH HALL	2/9	Oregon Anesthesiology Group	Seminar w/Lunch & Dinner	0	1	100	0	n/a	\$0	\$600	\$0	\$0	\$7,964	\$5,963	\$14,527
	2/21	BOMA	Reception	0	1	130	0	n/a	\$0	\$1,100	\$314	\$0	\$0	\$6,689	\$8,103
	2/23 to 2/27	TRI Leadership	Helping America's Youth Co	2	2	140	0	n/a	\$0	\$2,125	\$4,500	\$0	\$0	\$938	\$7,563
KELLER 1ST BALC	2/10	Elderhostel	Reception	0	1	82	0	n/a	\$0	\$125	\$119	\$0	\$0	\$1,620	\$1,864
KELLER R/H HALL	2/22	Gerding	Reception	0	1	35	0	n/a	\$0	\$0	\$0	\$0	\$0	\$988	\$988
ArtBar	February													\$22,136	\$22,136
Keller Café	February													\$8,169	\$8,169
		TOTALS		39	73	65,808	54,892	65%	\$2,396,768	\$95,303	\$211,216	\$105,683	\$26,001	\$142,207	\$580,410

Monthly Event and Attendance Summary
July 1, 2007 - June 30, 2008

MONTH	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	16	28,216	1	2,458	17	4,585	3	294	0	0	6	1,750	43	37,303
August	13	31,055	5	5,537	8	2,042	5	488	2	74	10	3,300	43	42,496
September	10	21,702	6	10,885	10	5,656	11	1,759	0	0	1	38	38	40,040
October	17	28,376	19	29,589	31	23,202	11	2,480	1	29	2	184	81	83,860
November	15	33,173	22	33,854	15	7,928	24	5,029	3	226	1	65	80	80,275
December	21	41,576	18	31,484	19	7,309	24	5,189	2	80	4	222	88	85,860
January	22	53,563	15	19,614	11	5,874	8	1,660	1	256	0	0	57	80,967
February	11	19,093	20	35,236	14	7,415	23	4,252	3	377	2	240	73	66,613
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	125	256,754	106	168,657	125	64,011	109	21,151	12	1,042	26	5,799	503	516,372

Other includes Main Street

Monthly Event and Attendance Summary
July 1, 2008 - June 30, 2009

Month	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	4	7,901	9	14,095	5	1,328	2	207	0	0	18	3,232	38	26,763
August	29	58,527	3	4,492	4	1,100	7	429	3	209	7	2,200	53	66,957
September	12	19,586	12	23,745	16	4,861	23	3,787	0	0	2	282	65	52,261
October	19	34,550	24	41,255	20	7,474	32	7,108	8	280	2	231	105	90,898
November	12	21,956	24	42,739	48	31,641	40	7,870	21	813	2	167	147	105,186
December	23	39,888	14	20,738	2	1,023	27	3,464	6	273	7	407	79	65,793
January	12	22,060	14	22,281	21	12,624	9	2,034	1	58	1	152	58	59,209
February	12	17,494	18	27,046	43	28,953	33	5,136	13	639	16	1,410	135	80,678
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	123	221,962	118	196,391	159	89,004	173	30,035	52	2,272	55	8,081	628	545,473

Other includes Main Street

Total to Date Change														
Events	-2	-34,792	12	27,734	34	24,993	64	8,884	40	1,230	29	2,282	125	29,101
Percentage	-2%	-14%	11%	16%	27%	39%	59%	42%	333%	118%	112%	39%	25%	5.6%