



SAIF Contract No. _____

OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is entered into as of _____, 20____, between _____ ("Tenant") and the State Accident Insurance Fund Corporation, an Oregon independent public corporation ("Landlord"). This Lease is effective as of the last date signed below.

The parties agree as follows:

1. Premises

Landlord leases to Tenant, subject to the terms set forth below, approximately 20,000 square feet of space on the 4th and 5th floors (the "Premises") of the building known as Parkway located at 440 Church Street, SE (the "Building") in Salem, Oregon, the nonexclusive use of 122 parking spaces for employee parking located at 655 Bellevue Street SE in Salem, Oregon (the "Parking Structure"), and the nonexclusive use of the customer parking spaces in the surface parking lot of the Building together with a license to use the Common Areas (as defined in paragraph 4 below) of the Building upon the terms and subject to the conditions described in this Lease. The floor plan(s) for the Premises on the date of execution of this Lease is shown in Exhibit "A," which is attached hereto and made a part hereof. The Premises shall be modified by Landlord for Tenant's use as shown on Exhibit "B" and as further described on Exhibit "C," attached hereto and made a part hereof. Landlord will provide Tenant with furniture for use in the Premises as generally described in Exhibit "D," which will be amended before the Commencement Date of the Lease to include a specific inventory. Parking for employees in the Parking Structure and customers in the surface parking lot is described and depicted in Exhibit "E".

2. Term

The term of this Lease is eighteen months, commencing _June 1, 2025 (the "Commencement Date")_, and ending on __November 30, 2026 ("the Expiration Date")_ (the "Term"), unless terminated or extended under any of the terms of this Lease.

3. Rent and Payments

3.1 Tenant shall pay Landlord at 400 High Street, SE Salem, Oregon, 97312, attention: Facilities Manager, or to such other place as Landlord may designate in writing to Tenant, without offsets or deductions, \$ _\$30,000_____ per month as base rent (the "Base Rent"), payable in advance on the fifth day of every month during the Term.

3.2 If the Term commences on any date other than the first day of the month, the Base Rent for the first fraction of the month of the Term is payable in advance on the fifth day of the Term, and must be prorated in proportion to the number of days of such fractional month.

3.3 The Lease shall be a full-service lease defined as follows: Base Rent includes tenant's proportionate share of the Building's Operating Expenses. "Operating Expenses" shall include all costs and expenses of ownership, operation, maintenance, and repair of the Premises, the Building, Common Areas, Parking Structure, and all other facilities of the Building and the land on which the Building is situated. Expenses included in Operating Expenses shall be determined by standard real estate accounting practices and shall

include, but not be limited to: real property taxes, commercial general liability and property damage insurance, all maintenance, repairs and replacements (except such maintenance, repairs and replacements to SAIF-issued furniture, which shall be done at Tenant's sole expense), management fees, normal administrative costs of managing the Building, heating, cooling, electricity, water, gas, sewer, refuse collection, telephone service not chargeable to tenants, and similar utility services, janitorial services and cleaning supplies in Common Areas, superintendent fees, security services for the Building, landscaping maintenance and replacements, window washing, licenses, permits and services for the operation and maintenance of the Building and all of its component elements and mechanical systems, non-capitalized alterations or improvements made to the Building by reason of the laws and/or requirements of any insurer, mortgagee or governmental agency, the annual amortized capital improvement cost (amortized over such a period as Landlord may reasonably select) for any capital improvements to the Building required by any governmental authority or to improve the Building's operating efficiency.

3.4 Operating Expenses shall not include expenses incurred in connection with renovating or improving space for other tenants or other occupants or prospective tenants of the Building, expenses incurred for repairs resulting from damage by fire, windstorm or other casualty to the extent such repairs are paid for by insurance proceeds, expenses paid by any tenant directly to third parties or as to which Landlord is otherwise reimbursed by any third party or Tenant, Landlord's attorney's fees or brokerage fees related to leasing activities or the enforcement of any lease, Landlord's income or estate taxes, interest on any debt of Landlord, or any late fees or penalties assessed against Landlord or the Building except as otherwise provided in this Lease.

3.5 There shall be no adjustments or reconciliation to Operating Expenses during the term of this Lease.

3.6 Notwithstanding any of the above, Tenant, at Tenant's expense, shall pay separately by invoice from Landlord for janitorial services provided to the Premises, 5 days per week, using Landlord's janitorial service provider.

4. Common Areas

4.1 "*Common Areas*" include elevators, stairwells, driveways and truck serviceways, sidewalks, landscaped areas, first floor lobby, trash areas, and other areas and facilities provided for the common or joint use and benefit of occupants of the Premises, their employees, agents, customers, and invitees, and that of all other occupants, etc., of the Building.

4.2 The Common Areas also include (a) the unreserved shared use of the Fitness Center (with locker rooms and showers) on the 1st floor by Tenant and its employees, subject to execution of a waiver and release by each user in substantially the same form as the attached Exhibit F; and (b) the Conference Center on the 1st floor, which may be reserved for use by Tenant through written request to Landlord and is dependent on availability. Tenant to provide their own support for any technology use in the room. The Fitness Center and Conference Center will be open during Business Hours of Business Days as described below, but Landlord may change these hours and days of operation from time to time in Landlord's sole discretion. Landlord also may exclude any person who, in Landlord's reasonable judgment and in Landlord's sole discretion, is abusing use of the Fitness Center, causing unreasonable

disruption of others' use of the Fitness Center, or is otherwise acting in an unprofessional manner. Landlord shall provide access to the Fitness Center and Conference Center through use of its building access card system.

4.3 Landlord shall provide open access and elevator service to the Building and Premises during Business Hours of Business Days. As used herein, "Business Hours" shall mean the hours between 8:00 a.m. and 5:00 p.m. on weekdays, and "Business Days" shall mean all days except Saturdays and Sundays and holidays observed by the Tenant, unless otherwise agreed to by Landlord in writing.

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day (fourth Friday in November)
- Christmas Day (December 25)

If a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday.
If a holiday falls on a Sunday, the following Monday will be observed as the holiday. In cases of inclement weather, Tenant shall call the number on the back of the access card to confirm whether the Building and Premises are open.

4.4 Landlord shall exercise control and management of the Common Areas. Landlord, from time to time, may reasonably alter the Common Areas and may establish, modify, change, and enforce such reasonable rules as Landlord in its discretion determines are desirable for the management of the Building and the Common Areas.

4.5 Tenant shall abide by Landlord's rules and is responsible for compliance by Tenant's employees, agents, customers, and invitees.

4.6 Subject to and as limited by the terms of this Lease, Landlord hereby grants to Tenant a nonexclusive, non-transferrable license to use (and to permit its officers, directors, agents, employees, and invitees to use in the course of conducting business at the Premises), throughout the Term, the Common Areas. Such license shall be exercised in common with Landlord, other tenants of the Building, and any other person who may now or hereafter have any right to use any or all of the areas that are the subject of such license, including their respective officers, directors, agents, employees, and invitees. Landlord reserves the right, in its sole and absolute discretion, to reconfigure, close off, and otherwise manage all Common Areas to which such license applies, provided, however, that subject to temporary closures due to casualty (including floods or fire), remodeling, or relocation, Tenant shall have reasonably convenient access to (a) the Premises, and (b) the Fitness Center and Conference Center. The foregoing license does not in any way constitute a covenant or representation that any such facilities other than these Common Areas now exist, or that the Common Areas shall exist at any time or during the entirety of the Term, except Landlord covenants that Tenant shall have reasonably convenient access to the Premises during the Term subject to temporary closures due to casualty (including floods or fire).

5. Parking Tenant, and Tenant's employees, may park in any non-reserved parking stalls located in the Parking Structure serving the Building. Landlord shall provide access to the Parking Structure through use of its building access card system. Tenant shall have a right to use 110 unassigned, non-exclusive parking spaces in common with other tenants of the Building. In addition, Tenant shall have the ability to park twelve (12) number of fleet vehicles in the Parking Structure overnight, and Landlord may or may not specifically designate such parking spaces. Tenant's customers may park in any non-reserved "visitor" designated parking stalls located in the surface lot serving the Building.

6. Tenant Improvements

6.1 Landlord will perform all tenant improvements as shown on the attached Exhibit B and as further described in the attached Exhibit C ("Tenant Improvements"). All costs associated with Tenant Improvements will be reimbursed by Tenant to Landlord as described in section 6.3.

6.2 Prior to the Commencement Date of the Lease, Landlord shall modify and improve the Premises for Tenant's use as shown on Exhibit "B" and described in Exhibit "C". Tenant shall cause architectural drawings to be prepared showing the work to be performed, and such drawings are subject to Landlord's approval. All work will be designed to be in compliance and conformity with the ADA to the extent that the ADA applies to Tenant's use of the premises. "ADA" shall mean the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. or comparable Oregon law (and related federal or state statutes and regulations as amended from time to time) (collectively the "ADA"), and in the event of a conflict between federal or State of Oregon ADA-related requirements, Tenant shall comply with whichever ADA requirements are most comprehensive. Tenant shall submit these drawings to Landlord for Landlord's approval prior to beginning construction, which shall not be unreasonably withheld. Landlord shall obtain Tenant's written approval of any material changes to the drawings proposed during construction, which shall not be unreasonably withheld. Landlord shall be responsible for securing all necessary permits and inspections as may be required by the City of Salem, or any other government body that may have jurisdiction over the Premises or Building. Landlord shall provide a "turnkey" buildout with the exception of the installation of Tenant's Furniture, Fixture and Equipment (FFE), information technology equipment, network cabling, and conferencing technology.

6.3 Not more than ninety (90) calendar days after completing the Tenant Improvements described in this Lease including, but not limited to, this Section 6, as well as any exhibits, attachments, or addenda, thereto, Landlord shall deliver to Tenant copies of all invoices for expenses incurred by Landlord in completing the Tenant Improvements including reasonable administrative expenses of Landlord, together with proof of payment of these invoices. Tenant shall review the invoices and proofs of payment and shall notify Landlord, within forty-five (45) calendar days after receipt of the invoices and proofs of payment, of any dispute, questions, or concerns regarding them. Landlord and Tenant shall resolve any dispute in good faith and shall promptly execute an amendment to the Lease memorializing Landlord's documented cost for the Tenant Improvements. Tenant shall reimburse Landlord upon invoicing for all costs associated for the Tenant Improvements completed as part of this Lease. Landlord is solely responsible for the cost of completing and maintaining the items described in Section 6.4.

6.4 After completion of the Tenant Improvements, Landlord, at Landlord's expense, shall promptly repair or replace in a timely manner any inherent defects in the Tenant Improvements.

7. Maintenance and Repairs

7.1 Landlord, at Landlord's expense, shall:

- i.** Maintain the structure, roofs, outside walls, doors and windows, emergency lighting, Landlord-provided fire extinguishers, sidewalks, and parking and loading areas that are located in or serve the Premises and maintain the Premises and the Common Areas in a hazard-free condition;
- ii.** Promptly repair or replace all structural defects, defective heating, plumbing, electrical, or lighting fixtures, security access control, surveillance equipment and facilities, including any needed painting and carpeting repairs or replacements, and replace parts of these systems as necessary, including obtaining all required permits and inspections; and
- iii.** At all times maintain the Premises and grounds in good repair compatible with their use by Tenant.

7.2 Tenant shall provide Landlord with prompt written notice of the need for any repairs or maintenance to be performed by Landlord under paragraph 7.1.

7.3 Landlord and its agents or representatives shall have the right to enter the Premises at all reasonable hours after 24 hours prior notice (or at any time in the event of an emergency or a situation requiring more rapid entry) (a) to inspect the same, (b) to exhibit the Premises to any existing or prospective purchaser, tenant, or mortgagee, to display during the last 90 days of the Term "For Rent" and similar signs on windows or elsewhere in or on the Premises, (c) to clean, make repairs, alterations, or additions thereto, (d) to change the names of Building or its street address, or (d) for such other reasonable purposes as Landlord may deem necessary or desirable related to the safety, protection, preservation, re-letting, sale, or improvement of the Premises or of the Building. Except in cases of emergency, Tenant may accompany Landlord during any such entry and Landlord shall follow Tenant's normal security procedures of which it has been advised. Landlord shall notify Tenant a minimum of three workdays in advance of any maintenance and repair of the interior or exterior of the Premises that may limit Tenant's ability to use the Premises for its leased purpose, and Landlord and Tenant shall work together to establish a mutually agreeable maintenance and repair schedule that results in the least possible interruption to Tenant.

7.4 If Landlord fails to perform its maintenance and repair obligations in accordance with this section, and notwithstanding anything to the contrary herein, Tenant, after two weeks' prior written notification to Landlord, may contract for the necessary labor, equipment, and material to perform such maintenance and repair obligations and may bill Landlord for such contracted work, plus reasonable administrative expenses.

7.5 Tenant shall reimburse Landlord for Landlord's reasonable expenses in completing any repairs required as a result of damage to the Premises caused by Tenant or any of Tenant's employees, agents, invitees, or representatives.

8. Utilities, Services, and Taxes

8.1 Landlord shall cause the Premises to be continuously provided with water, sewer, electricity, gas, heat, light, trash and recyclables removal. In addition, Landlord shall provide exterior window washing, snow and ice removal, and HVAC preventative maintenance services.

8.2 Landlord shall pay promptly, when due, all utilities and services described in 8.1.

8.3 Tenant shall pay promptly, when due:

- i. All other utilities and services not described in paragraph 8.1 including janitorial service to the Premises, internet service, and telephone service, whether separately metered to Tenant or prorated by Landlord; and
- ii. All license or permit fees, business and occupation taxes, and any other fees and taxes applicable to property of Tenant or business conducted on the Premises, presently in effect or subsequently levied.

8.4 Telephone/Internet cable and wire: Landlord is responsible for providing and maintaining the PoP (Point of Presence) to the Building, the ISP (Internet Service Provider) is responsible for providing and maintaining all telephone and internet cable and wire to the PoP (Point of Presence). Tenant is responsible for establishing and installing all data and cable from the PoP to the Premises for Tenant's sole use.

8.5 Whenever possible, Tenant shall cause its trade fixtures, furnishings, equipment and all of its other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's personal property is assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten days after receiving a written statement from Landlord setting forth the taxes applicable to Tenant's property.

8.6 Landlord is not liable for any injury or damages suffered as a result of the interruption of utility services by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's control.

9. Permitted Use Tenant may use the Premises for the conduct of City services and related business.

10. Signs; Alterations

10.1 Landlord, as designed by Tenant and approved by Landlord, and as part of the Tenant Improvements, shall provide and install the following signage identifying Tenant as a tenant of the Building:

- i. directory information strips identifying Tenant in the building directory located on the main floor.
- ii. signage on the Building monument sign on Church Street; and
- iii. wall placard signage at the elevator lobby on the 4th and 5th floors.

10.2 All signage is subject to applicable city, or other governmental body, codes and Tenant's and Landlord's reasonable approval. Tenant will provide artwork for all signage with exception of the directory information strips in the building directory. All directory signage will be provided by Landlord in a standard font and size.

10.3 Tenant shall install no other signs and shall make no other alterations in or additions to the Premises without first obtaining the written consent of Landlord, which consent Landlord shall not unreasonably withhold.

10.4 At the expiration or termination of this Lease, Tenant shall remove its monument signage and reasonably restore all affected surfaces to the condition specified by Landlord, all at Tenant's expense. This monument signage right shall end, and Tenant shall so remove any monument signage previously installed, if (i) Tenant assigns this Lease or executes a sublease of any portion of the Premises, (ii) Tenant ceases to occupy all of the Premises, or (iii) any event of default occurs. Tenant shall not use monument signage other than for its own name or identification.

11. Waiver, Indemnity, and Hold Harmless

11.1 Landlord shall not be liable or responsible in any way for, and Tenant hereby waives, all causes of action and claims against Landlord and Landlord's directors, officers, agents, and employees (collectively the "Protected Parties"), with respect to or arising out of: (a) any death or any bodily injury of any nature whatsoever that may be suffered or sustained by Tenant or any employee, licensee, invitee, guest, agent or customer of Tenant or any other person, from any causes whatsoever; (b) any loss or damage or injury to any property outside or within the Premises, Parking Structure, Building, or Common Areas belonging to Tenant or its employees, agents, customers, licensees, invitees, guests or any other person; and/or (c) any loss of profits or business or any injury to or interruption of business; however, the waiver as to death and bodily injury set forth in item (a) above shall not apply to claims for death or bodily injury arising in the Common Areas to the extent caused by the gross negligence or reckless or willful misconduct of Landlord. The foregoing waivers apply notwithstanding any negligence, breach of contract, or violation of law by Landlord.

11.2 Without limiting the generality of the foregoing, and to the extent not expressly prohibited by law, neither Landlord nor the Protected Parties will be liable for (nor will rent abate as a result of) any damages either to person or property sustained by Tenant, its servants, employees, agents, invitees or guests, due to the Building, Parking Structure, Common Areas, Premises, or any part of appurtenances thereto becoming out of repair, or due to the happening of any accident in or about the Building, Premises, Common Areas, or Parking Structure, or due to any act or neglect of any tenant or occupant of the Building or of any other person, and Tenant waives any claims against Landlord and the Protected Parties for such damages. The limitation of liability and waiver of claims applies particularly (but not exclusively) to damage caused by water, snow, frost, flood, steam, sewage, gas, sewer gas, or odors, or by the bursting, leaking or dripping of pipes, faucets, and plumbing fixtures, and applies without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind.

11.3 Tenant shall indemnify and hold Landlord and the Protected Parties harmless from any claims, losses, damages, actions, or judgments arising from Tenant's acts or omissions, the acts or omissions of Tenant's employees, licensees, invitees, guests, agents, or customers, Tenant's use of the Premises, Building, Common Areas, or Parking Structure, the conduct of Tenant's business upon the Premises, Building, Common Areas, or Parking Structure, or occurring from any activity, work or things done, permitted, or suffered by the Tenant in or about the Premises, Building, Common Areas, or Parking Structure.

12. Insurance

12.1 Landlord is self insured subject to the limitations of liability in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and of Article XI, Section 7 of the Oregon Constitution. Landlord's liability to Tenant under the Lease will not exceed the limitations specified under the Oregon Tort Claims Act and Article XI, Section 7 of the Oregon Constitution. A certificate of self-insurance will be provided, upon request by Tenant.

12.2

a. Tenant shall obtain and keep in effect during the term of this Lease, a Commercial General Liability policy of insurance for the Premises, covering bodily injury and property damage, issued by an insurance company authorized to do business in the state of Oregon. Insurance coverage must include bodily injury coverage and contractual liability coverage for the indemnity provided under this lease. Coverage limits may not be less than \$1,000,000 combined single limit per occurrence. If the terms of Tenant's insurance coverage change during the term of this Lease, Landlord may require that Tenant replace any coverage omitted or deleted by the change. There must be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage(s) without 30 days' prior written notice to Landlord from Tenant.

b. The liability insurance coverage required under subsection 12.2 must name the Landlord, including its officers and employees, as additional insureds, but only with respect to negligent acts or omissions of Tenant, its officers, contractors, employees, or agents under this Lease.

c. As evidence of the insurance coverage required by this Lease and prior to the Commencement Date of this Lease, Tenant shall furnish to Landlord an original certificate of insurance. The certificate(s) must specify all parties who are additional insureds (or loss payees). Tenant must provide valid certificates of insurance to Landlord as changes occur or annually throughout the term of the Lease. Tenant is finally responsible for all deductibles, self-insured retentions, and self-insurance.

12.3 Loss or Damage to Tenant's Personal Property All of Tenant's personal property in the Premises, the Building, the Common Areas, or the Parking Structure and Tenant's fixtures, equipment and Tenant Improvements, are placed at Tenant's sole risk, and neither Landlord nor its agents or employees will be liable to Tenant, its agents or employees, for loss, theft or misappropriation, or for any damage or injury due to explosion, water, rain, snow, frost, flood, steam, gas, electricity, heat, cold, dampness, falling plaster, sewage, odors, noise, leaks from any part of the Building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or any act or neglect of other tenants or occupants of the Building or any other person, or from any other cause whatsoever.

12.4 Reserved

12.5 Landlord and the Protected Parties shall not be liable for, and Tenant hereby waives claims against each and all of them, for losses resulting from an interruption of Tenant's business, or any person claiming through Tenant, resulting from any accident or occurrence in or about the Premises from any cause whatsoever or from any casualty event, including fire or flood.

13. Damage or Destruction

13.1 If the Premises are damaged by a fire or other casualty included with the classification of casualty as defined in a standard fire and extended coverage real property insurance policy and Landlord determines that it can repair the damage within 120 days, Landlord shall repair the damage, but not Tenant's fixtures or equipment, at Landlord's expense and this Lease will continue in full force and effect.

13.2 If the Premises are destroyed or are damaged to such an extent as to render them untenable in whole or in substantial part for a period of more than 120 days, the Lease will terminate and all liability for rent will cease upon payment prorated to the day the Premises are rendered untenable.

13.3 If the Premises are partially damaged and Tenant elects to occupy any portion of the Premises, Tenant shall pay rent proportionate to the amount of space occupied.

13.4 If Landlord must repair or rebuild the Premises, Landlord shall repair or rebuild without unnecessary delay. During the period between the date of damage and completion of repair, the rent applicable to the Premises will be abated in the same ratio that the portion of the Premises rendered unfit for occupancy bears to the whole of the Premises.

13.5 If Landlord fails to give timely notice of its intentions under this paragraph, Tenant may terminate this Lease by providing written notice to Landlord.

13.6 If the Building is destroyed or is damaged (even though the Premises are not damaged) to such an extent that in the opinion of Landlord it is not practicable to repair or rebuild, then Landlord may terminate this Lease by written notice served on Tenant within 90 days after the damage or destruction.

13.7 If Landlord must repair or rebuild the Premises or the Building as set forth above, Landlord will be relieved of its obligation to do so and Landlord may terminate this Lease if Landlord is unable to obtain the necessary labor or materials, or if Landlord is unable to perform its obligation due to any cause beyond its control including, but not limited to, strikes, lockout or labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances, or federal or state statutes and military activity.

13.8 If Landlord must repair or rebuild the Premises as set forth above and does not commence repair or rebuilding within 45 days after the obligation accrues, Tenant may terminate this Lease by giving written notice at any time prior to commencement of the repair or restoration. The Lease will terminate as of the date of the notice.

13.9 Landlord shall bear no liability for, and Tenant waives all claims against Landlord related to, Tenant's temporary inability to access the Premises as a result of fire, flood, other casualty event, or the repair of or maintenance to the Premises or Building, and Landlord will restore such access as soon as reasonably practical.

13.10 Upon termination of this Lease under this paragraph, Landlord shall refund any advance rent and any advance payments made by Tenant.

14. Eminent Domain

14.1 If the whole of the Premises is taken by any public authority under the power of eminent domain or is purchased by the condemnor in lieu of condemnation, then the Term will cease as of the date possession is taken by the public authority. If only a part of the Premises is taken,

the Lease will terminate only as to the portion taken, and will continue in full force and effect as to the remainder of the Premises, and the minimum rent must be reduced proportionately. However, if the remainder of the Premises cannot be made tenantable for the purposes for which Tenant has been using the Premises or if more than 25% of the rentable square footage of the Premises is taken, then either party, by written notice to the other given at least 30 days prior to the date possession must be surrendered to the public authority, may terminate this Lease effective as of the surrender of possession.

14.2 If any part of the Building other than the Premises is taken so as to render, in Landlord's exercise of reasonable judgment, the termination of this Lease beneficial to the remaining portion of the Building, Landlord may terminate this Lease upon 90 days' written notice to Tenant.

14.3 The amount of any awards, settlements, or compensation for the land and buildings in any such condemnation proceeding will belong solely to Landlord.

15. Trash and Garbage Tenant shall place all trash and garbage in such areas and containers and in such manner as Landlord may reasonably prescribe. Tenant shall not burn any trash or garbage in or about the Building. Tenant shall not cause, maintain, or permit any outside storage on or about Premises.

16. Assignment and Subletting Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber any part of Tenant's interest in the Lease, or in the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition, or delay. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent is void and constitutes a breach of this Lease. Consent to one assignment or subletting may not be deemed consent to any subsequent assignment or subletting.

17. Breach

17.1 The failure of either party to keep or perform any of the covenants or agreements contained in this Lease constitutes a breach and, if the breaching party has not cured the breach within 30 days after written notice, the non-breaching party may without further notice or demand:

- i. Cure the breach for the account and at the expense of the breaching party, and such expense will be due on the first of the following month; or
- ii. If Landlord is the non-breaching party, Landlord may terminate this Lease and initiate eviction proceedings against Tenant; or
- iii. If Tenant is the non-breaching party, Tenant may vacate the Premises.

17.2 The failure of either party to terminate this Lease at any time for the breach of any of its terms may not be construed to be a waiver of the rights of that party as to any continued or subsequent breach.

17.3 These remedies are cumulative and in addition to any other remedies allowed by law or provided in this Lease.

18. Removal of Property If Landlord initiates eviction proceedings under Paragraph 17.1.ii, above, Landlord may assert its right to a landlord's lien as permitted under Oregon law.

19. Costs and Attorney's Fees If either party employs an attorney or brings suit to recover any amounts due under this Lease, or for breach of any provision of this Lease or to recover possession of the Premises, or if Tenant brings any action for any relief against declaratory

judgment or otherwise arising out of this Lease, the prevailing party may recover against the other party, in addition to the cost allowed by law, such sum as the court may adjudge to be reasonable attorney's fees and costs, including such attorney fees and costs incurred in any appellate or review proceeding. If Tenant defaults in the payment of rent, Tenant shall pay for the cost of any collection agency or attorney employed by the Landlord to collect the rent.

20. Tenant's Representations and Warranties Tenant represents and warrants that:

20.1 Tenant has full authority to execute and to perform the Lease;

20.2 Tenant is an Oregon municipal corporation in good standing with the Oregon Secretary of State;

20.3 If Tenant is not an individual, the individual executing this Lease on behalf of Tenant has full authority to do so on behalf of Tenant;

20.4 If Tenant is not an individual or general partnership, Tenant will maintain its active status with the Oregon Secretary of State throughout the Term;

20.5 The use of the Premises by Tenant for the specific uses authorized under the Lease is not in violation of any statute, regulation, permit, or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which the Premises are located;

20.6 For the duration of the Lease, Tenant will comply with all applicable laws and regulatory and building codes requirements for occupancy by Tenant.

21. Liens and Insolvency Tenant shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant. Tenant shall hold Landlord harmless against the same.

22. Surrender of Possession Upon the termination of this Lease or of Tenant's right to possession, Tenant shall:

a. Remove from the Premises all of Tenant's furniture, trade fixtures, equipment, Tenant installed cabling, apparatus and appliances, light fixtures and other fixtures, shelving and other unattached personal property, and repair or pay for all damages to the Premises caused by such removal;

b. Deliver all keys and building access cards to Landlord;

c. Leave all Landlord provided furniture; and

d. Peacefully quit and surrender the Premises and all equipment and fixtures comprising a part of the Premises without notice neat and clean, and in as good condition as when Tenant took possession, except for reasonable wear and tear, damage from the elements, fire, any portion affected by eminent domain, or acts of God.

23. Estoppel Statement

23.1 Tenant shall at any time upon not less than ten days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing:

i. Certifying that this Lease is unmodified and in effect (or, if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in effect), and the date to which the rent and other charges are paid in advance if any; and

ii. Acknowledging that, to Tenant's knowledge, there are no uncured defaults on the part of the Landlord, or specifying such defaults if any are claimed.

23.2 Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. If Landlord desires to finance or refinance the Premises or any part of them, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements as the lender may reasonably require, up to the past three years' financial statements of Tenant. Landlord and Landlord's lender shall receive all such financial statements in confidence and shall use them only for the purpose set forth in this section.

24. Sale of Premises by Landlord If Landlord obtains the assent of the purchaser to the terms of this Lease, then upon a sale of the Premises Landlord will be relieved of all liability under this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, and the purchaser at such sale or any subsequent sale of the Premises will be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out the obligations of the Landlord under this Lease.

25. Holdover With 60 days prior notice to Landlord Tenant may hold over this Lease for a period not to exceed six (6) months after the end of the Term without obtaining Landlord's prior consent. Notice shall indicate the length of holdover intended. If Tenant holds over, a tenancy from month to month will be created at the same rental rate as the immediately preceding month's rate and the holdover may not be construed as an exercise of any renewal option contained in the Lease. Tenant holding over the Lease longer than the first six (6) months is subject to Landlord's consent. The Rent for any holdover period that is for a partial month must be prorated on a per diem basis.

26. Reserved

27. Confidential Information Landlord and Tenant, for themselves, their agents, their employees, and contractors, shall refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other or to expose such information to disclosure, whether such information has been identified to Landlord or Tenant as confidential or otherwise, and shall reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. Violation of this section, except when required under the Oregon Public Records Law, ORS 192.410 to 192.505, is a material breach of the Lease, for which either Tenant or Landlord may terminate the Lease and for which additional remedies may also be available.

28. Notice Any notice required to be given by either party to the other under this Lease or any law must be in writing and is deemed to have been given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, certified, return receipt requested, addressed to Landlord or to Tenant at the following address or to such other address as either party may provide to the other.

Landlord:

SAIF Corporation
Attn: Facilities Manager
400 High Street SE
Salem, OR 97312

Tenant:

City of Salem
Attn: Real Property Services Manager
1457 23rd Street SE
Salem, OR 97302

29. Entire Agreement; No Oral Modification There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, between Landlord and Tenant other than as set forth in this Lease and this

Lease may not be modified in any manner except by an instrument in writing and executed by the parties.

30. Binding Effect The covenants and agreements of this Lease are binding upon the heirs, executors, administrators, successors, and assigns of both parties, except as provided above.

31. Non-Waiver of Breach The covenants of this Lease are continuing covenants and the failure of either party to insist on strict performance of any covenant or condition, or to exercise any option contained in the Lease, may not be construed as a waiver of such covenant, condition, or option in any other instance.

32. Subordination This Lease and the interest of Tenant under it is all times subordinate to any mortgages or deeds of trust that may now or hereafter affect Landlord's estate in the real property of which the Premises form a part and to all renewals, modifications, replacements or extensions of them. Tenant shall promptly execute any instruments that may be required to evidence such subordination. Any person or persons purchasing or otherwise acquiring the real property of which the Premises form a part at any sale or other proceeding under any mortgage or deed of trust may elect to continue this Lease in effect in the same manner and with the same effect as if such person or persons had been named as Landlord, and in the event of such election, this Lease will continue in effect and Tenant shall attorn to such person or persons.

33. Rules and Regulations Landlord shall have the right but shall not be obligated to make, revise, and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including but not limited to moving, use of Common Areas, and prohibition of smoking. All such regulations and policies including those, if any, attached to this Lease as Exhibit "G", shall be complied with as if part of this Lease and failure to comply shall be a default.

34. Broker Representation Cushman & Wakefield of Oregon, Inc. represented Landlord in this transaction.

Time is of the essence of this agreement.

Signed by the parties on the date written below.

LANDLORD:

The State Accident Insurance Fund Corporation
an Oregon independent public corporation

By: _____

Date

Title: _____

TENANT:

City of Salem, an Oregon municipal corporation

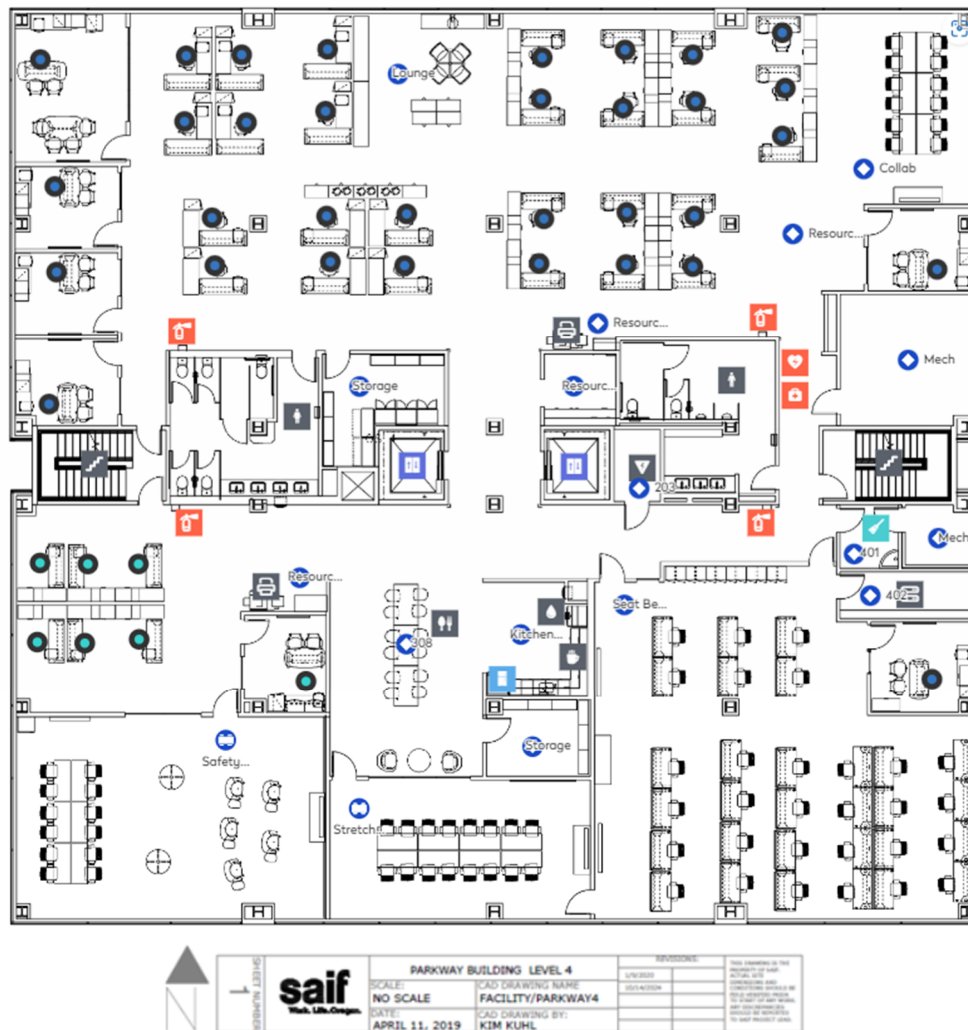
By: _____

_____ Date

Title: _____

SAIF Contract Review _____

Exhibit "A"
Existing Premises Floor plan



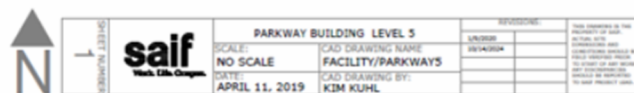
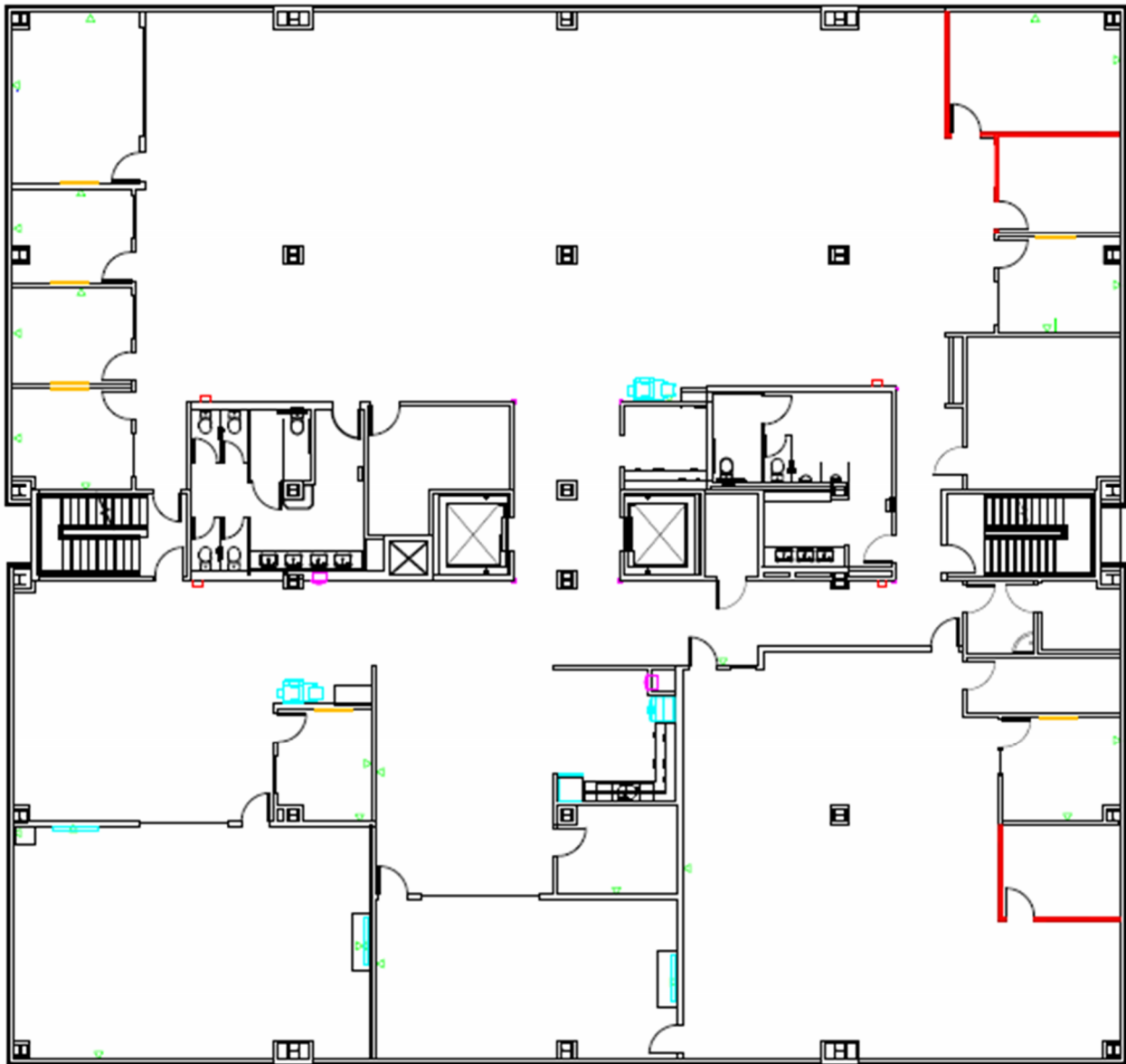
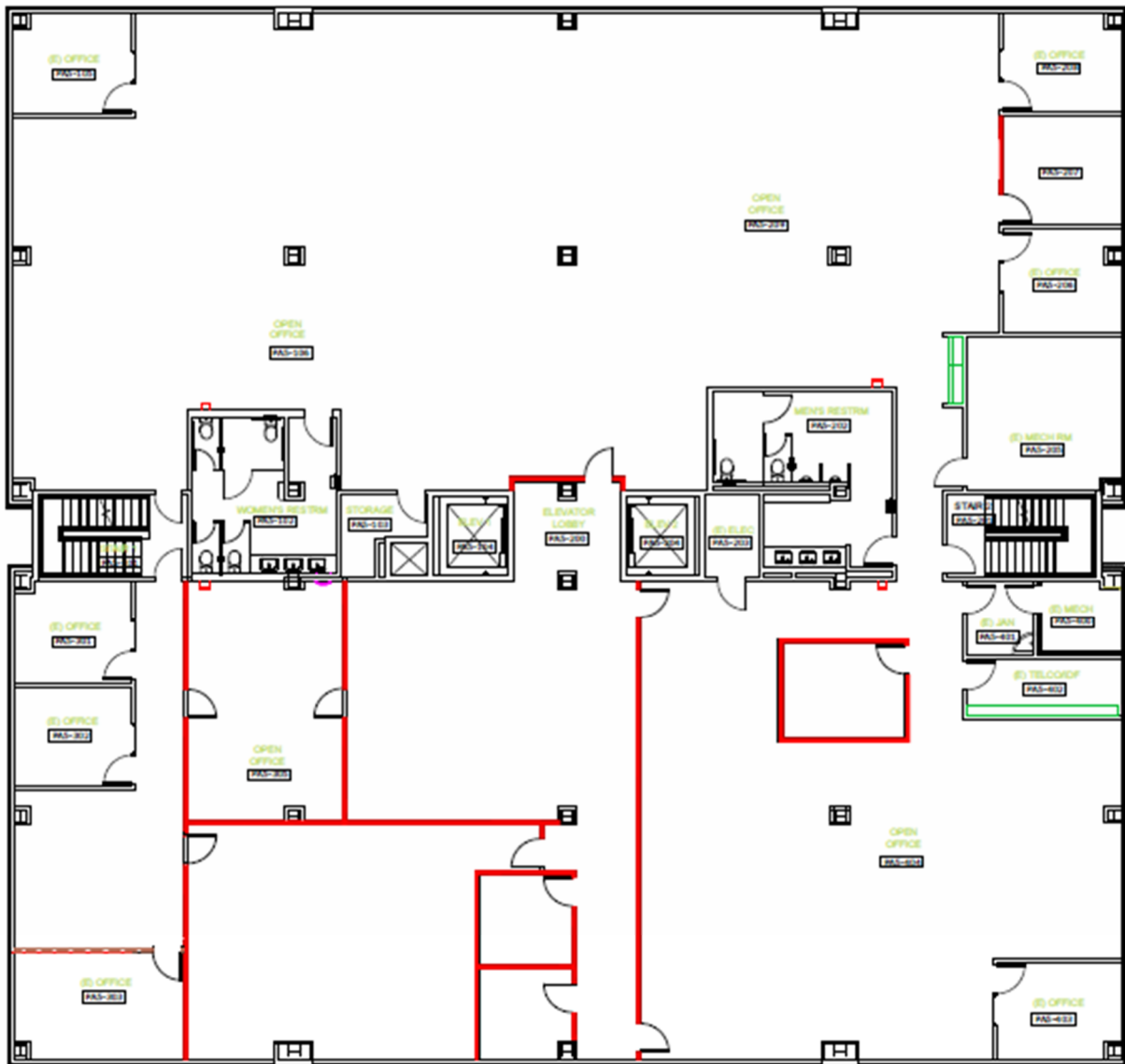


Exhibit "B"
Modified Premises Floor Plan



SHEET NUMBER 1	saif Work. Life. Oregon.	PARKWAY BUILDING LEVEL 4		REVISIONS:		THIS DRAWING IS THE PROPERTY OF SAIF. ACTUAL SITE DIMENSIONS AND CONDITIONS SHOULD BE FIELD VERIFIED PRIOR TO START OF ANY WORK. ANY DISCREPANCIES SHOULD BE REPORTED TO SAIF PROJECT LEAD.
		SCALE: NO SCALE	CAD DRAWING NAME FACILITY/PARKWAY4	1/9/2020		
		DATE: APRIL 11, 2019	CAD DRAWING BY: KIM KUHL	10/14/2024		





 SHEET NUMBER	 saif West Nile County	PARKWAY BUILDING LEVEL 5		REVISIONS:		THIS DRAWING IS THE PROPERTY OF SAIF. ACTUAL SITE CONDITIONS AND CONDITIONS SHOULD BE FIELD VERIFIED PRIOR TO START OF ANY WORK. ANY DISCREPANCIES SHOULD BE REPORTED TO SAIF PROJECT LEAD.
		SCALE: NO SCALE	CAD DRAWING NAME FACILITY/PARKWAYS	1/9/2020		
		DATE: APRIL 11, 2019	CAD DRAWING BY: KIM KUHL	10/14/2024		

Exhibit "C"
Tenant Improvement Work Guidelines

Demolition

1. Remove ceiling grid and tile to accommodate new construction.
2. Remove and replace all carpet and base in the Premises to accommodate new construction. Carpet and base to match existing.

Framing and Drywall – New Walls

1. Interior walls to grid.

Doors and Glazing

1. All new doors - 3' x 8' doors to match existing construction on each floor. Swing as indicated on final architectural drawings.
2. Office relites to match existing construction on each floor.

Paint

1. Paint all new walls to match existing. Provided by SAIF.
2. Accent colors with match existing colors on each floor. Provided by SAIF.
3. Door and window frames, existing, match factory finish with new.

Casework

1. No new case work.

Ceiling Tile

1. Match existing.

HVAC (controls system: Niagra; contractors of record: MacDonald Miller/Apollo)

1. Existing system - modify as indicated on final architectural plans.
2. Separate controls for conference room.
3. Validate HVAC supply in IDF room provided. If not there or at level required, provide cost to add.

Lighting (controls system: Lutron)

1. Offices/Conference room to have separate lighting controls.
2. Bulbs to match building standard.

Electrical

1. Lighting – existing, move as necessary.
2. Power – install new circuits in new walls to accommodate user and/or existing if required based on final architectural drawings.
3. Systems furniture – based on final architectural drawings.
 - a. Install furniture power whips based on final architectural drawings.
 - b. Connect whips to systems furniture based on final furniture install drawings.

Phone / Data

1. Install boxes and conduit in new walls.
2. All cable intall (CAT 6)Ground buss to building.

Fire Alarm / Fire Sprinkler (system: Cerberus PRO; contractor of record: Salem Fire Alarm
1. Modify to meet code

Access Control (controls system: AMAG/Symmetry; contractor of record: Convergent)
1. Add access control readers to floor 5 based on final architectural drawings

Tenant-performed tenant improvement work. Tenant to self-perform the following:

- Technology for conference room
 - Security surveillance
 - IT equipment
 - Interior signage for offices/conference room
- All fixtures, furniture and equipment

Tenant acknowledges that it has inspected the Premises and accepts it in its existing condition, subject only to Landlord's agreement to modify the Premises existing improvements, and construct/install the improvements described in Exhibit "B" and this Exhibit "C". Tenant agrees to accept possession of the Premises when Landlord has substantially completed such improvements. Additionally, Landlord agrees to have in good working order all plumbing, lighting, heating, ventilating and air conditioning systems within the Premises. Landlord will not be responsible for any low voltage wiring (below 110 volt) including telephone, data, and any of Tenant's items in the Premises.

Exhibit "D"
Furniture Inventory

SAIF can provide the following furniture for the City's use during the term of the lease. Final inventory will be memorialized in a Lease Amendment once final furniture floor plans are complete. Tenant responsible for all knock-down and reinstall of SAIF provided furniture and space plan design costs.

- 11 – office desks (surplus from Eugene relocation)
- 17 – workstations (surplus from Eugene relocation)
- 28 – approximately 8' x 8'-6" cubicle panels (depending on configuration)
- 15 – office set ups (surplus from Lake Oswego relocation)

Existing on PWB 4:

- 7 office set ups
- 33 workstations

Other potential knock-down of workstations in the HSB :

- 28 collaboration style furniture
 - 12 – long spine
 - 12 – short spine

Executive furniture for the Mayor's office (surplus)

Exhibit "E"
Parking

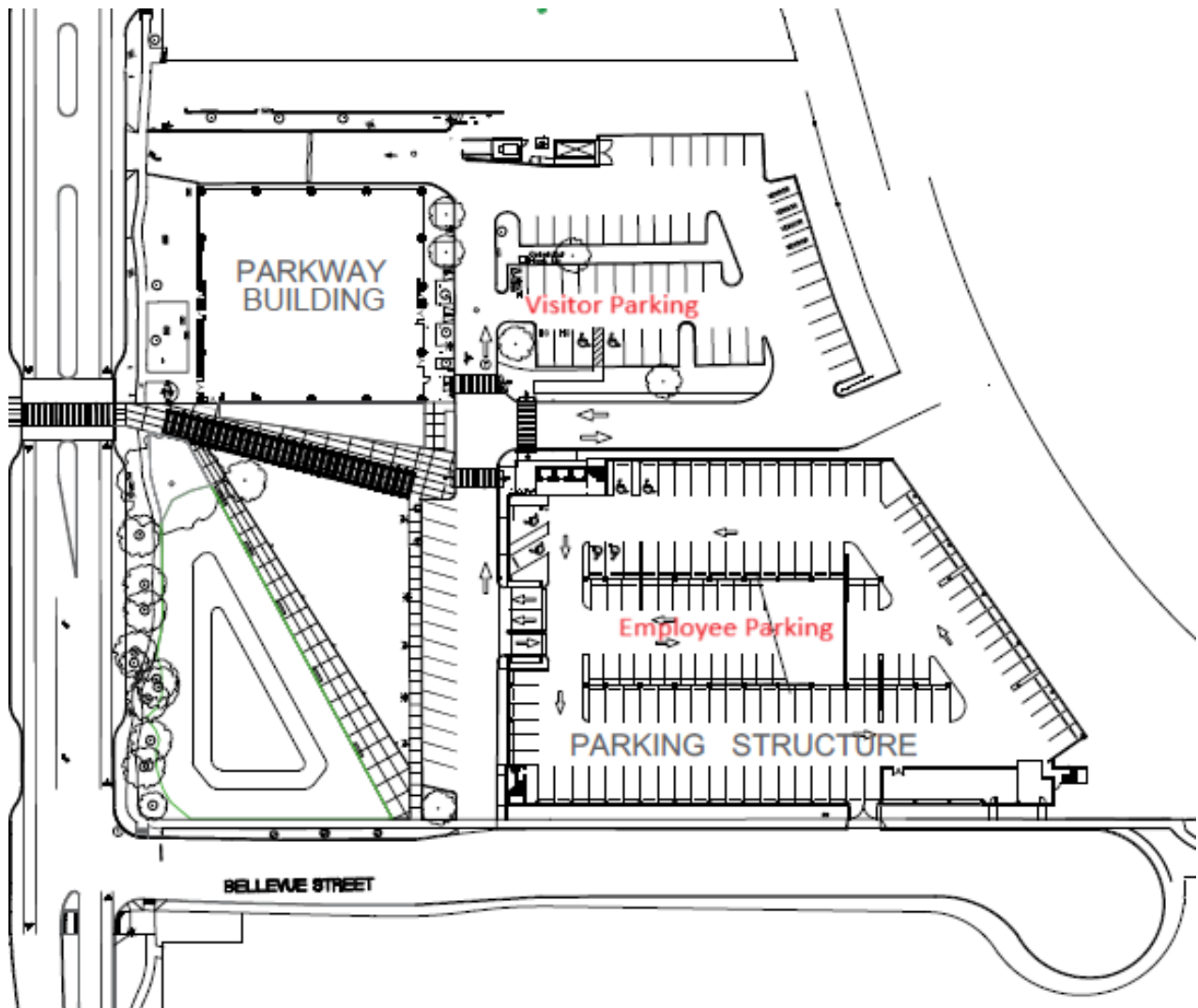


Exhibit "F"

Fitness Center Agreement and Release

Date of Agreement: _____

Name of Member: _____ ("**Member**" or "**I**")

Member's Employer: _____ in Suite # _____ ("**Employer**")

Building Address: 440 Church Street SE, Salem, OR (the "**Building**")

This Fitness Center Agreement and Release (this "**Agreement**") is freely and voluntarily entered into by the above-named Member and is accepted by SAIF Corporation ("**Landlord**").

As the Member, I represent to Landlord that I am over 18 years of age and employed by the above-named Employer. As the Member, I hereby acknowledge and agree to all of the following:

1. **Description of Membership:** As consideration for signing this Agreement, the Member will be given a non-transferable, revocable license to access and use the fitness center located on the first floor of the Building (the "**Fitness Center**"), subject to all terms and conditions contained herein (including the attached Rules and Regulations), as such rules and regulations may be amended from time to time.

2. **Length of Membership:** The Member's access to the Fitness Center under this Agreement shall expire automatically without notice on the earliest of the following to occur: (1) the date that the Member is no longer employed by Employer, or (2) the date Employer no longer leases and/or occupies space in the Building, or (3) the date that the Fitness Center is no longer open for use by tenants of the Building. In addition, Landlord may, without prior written notice and with or without cause, suspend or revoke the Employer's and the Member's privileges to use the Fitness Center at any time.

3. **Activation of Membership:** After the Member signs and delivers this Agreement to Landlord and Landlord confirms the Member's employment with Employer, the Member may use the Fitness Center. Access to the Fitness Center may be controlled with an access card or other secured access system.

4. **Hours of Operation:** Landlord may specify the hours and days of operation of the Fitness Center ("**Hours of Operation**") from time to time, and may modify or close, either temporarily or permanently, the Fitness Center from time to time.

5. **Assumption of Risk:** Use of the Fitness Center involves the risk of bodily injury, illness, exposure to viruses and infectious bacteria, and even death.

AS THE MEMBER, I UNDERSTAND THAT I AM SOLELY AND COMPLETELY RESPONSIBLE FOR MY OWN HEALTH AND MY OWN SAFETY WHILE USING THE FITNESS CENTER. I AGREE TO USE THE FITNESS CENTER AT MY SOLE RISK.

I understand that neither Landlord nor any of its respective agents, employees, officers, directors, shareholders, partners, members, managers, subsidiaries and related entities, including any successors and assigns of such entities (collectively, “**Related Parties**”), are responsible for my health or safety. I acknowledge that the Fitness Center is an unstaffed facility without trained personnel that is made available for the Member’s use at the Member’s sole risk. Landlord expressly reserves the right to install video monitoring equipment for security purposes in and about the Fitness Center at Landlord’s sole discretion.

6. **Common Respiratory Virus Warning, Disclaimer, and Member Acknowledgment, Waiver, and Release:**

Common respiratory viruses such as COVID-19, the flu, and RSV are caused by contagious viruses that spread easily from person-to-person. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in the Fitness Center or using it or other amenities could increase the risk of contracting common respiratory viruses such as COVID-19, the flu, or RSV. Landlord in no way warrants or represents that these viruses will not spread through participation in the Fitness Center. Following current CDC recommendations on protection from respiratory viruses, I agree, represent, and warrant that I shall not visit or utilize the facilities, services, and programs at the Fitness Center if I am feeling ill, exhibiting symptoms from common respiratory illnesses similar to COVID-19, the flu, or RSV, or have recently tested positive for COVID-19 or the flu. I agree to notify Landlord immediately if I test positive for COVID-19 or the flu after a recent in-person visit so that Landlord can take necessary precautions to avoid further spread of these viruses. By entering into the Fitness Center, I acknowledge and assume both the known and unknown potential dangers and risks of utilizing the Fitness Center; acknowledge that use thereof may, despite Landlord’s reasonable efforts to mitigate such dangers and risks, result in exposure to common respiratory viruses, which could result in serious illness, disability, and/or death; and waive and release any and all claims against Landlord and Related Parties arising from such dangers and risks.

7. **Waiver and Release:**

I HEREBY FOREVER RELEASE, WAIVE, AND DISCHARGE LANDLORD AND RELATED PARTIES (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, AND LIABILITIES ON ACCOUNT OF OR RELATING IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY, TO MY NEGLIGENCE, TO ANY ECONOMIC OR PHYSICAL INJURY OR ILLNESS OR DEATH SUSTAINED BY ME OR ANY LOSS OF OR DAMAGE TO MY PROPERTY (DEFINED BELOW), OCCURRING AS A RESULT OF MY ACCESSING OR USING THE FITNESS CENTER FOR ANY PURPOSE OR WHICH OTHERWISE ARISES FROM OR RELATES IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE FITNESS CENTER OR MY USE OF OR ACTIVITIES OR EQUIPMENT IN THE FITNESS CENTER, OR MY VIOLATION OF THIS AGREEMENT, IN EACH CASE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASEES.

8. **Indemnification:**

I AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all claims, demands, actions, causes of action, liabilities, losses, damages and costs of any kind or nature whatsoever asserted against, or suffered or incurred by, the Releasees and arising from or relating to, whether directly or indirectly, my use of or activities in the Fitness Center, or any property I may bring into the Fitness Center, or my violation of this Agreement.

9. **Member's Representations:** As the Member, I warrant, represent, and covenant that I am in good physical and mental condition and have no disability, impairment, communicable disease, or ailment, whether physical or non-physical, that prevents me from engaging in active or passive exercise or activity or that will be detrimental to my health, safety, comfort or physical condition or the health and safety of others. I agree that I will not use the Fitness Center with any open cuts, abrasions, sores, or with infections or the like, and that I will comply with applicable local public health rules, regulations and requirements.

10. **Personal Property:** I agree that I am responsible for my own personal belongings while using the Fitness Center. I agree that Landlord shall not be responsible for any lost or stolen articles of clothing, jewelry, valuables or any other personal property ("**Property**") at the Fitness Center. Further, **I fully and forever waive any claim that I may have against Landlord for the loss of any of my Property in or around the Fitness Center, even if such Property is located in a daily use locker.** The daily use lockers are provided as a convenience for use while the Member is using the Fitness Center. The Member shall remove all Property from the lockers upon completion of each use of the Fitness Center.

11. **Rules and Regulations:** I agree to abide by the rules and regulations attached to this Agreement as Exhibit A (the "**Rules and Regulations**"), which are hereby incorporated into this Agreement, and any updates or revisions to such Rules and Regulations, including posted signage. I agree to conduct myself in a quiet and well-mannered fashion when in or about the Fitness Center and to not interfere with the enjoyment and effective use of the Fitness Center by other members. I agree not to use foul, loud, abusive or slanderous language, or to harass or badger other people. I agree not to use televisions, music systems, or personal music devices unless using them with headphones. I understand that I may be ejected from the Fitness Center and that my rights under this Agreement may be terminated if I violate any provision of this

Agreement, including any of the Rules and Regulations, including posted signage.

12. Operation of Equipment: Landlord shall have the right to add, change, remove, move, eliminate or modify the equipment, facilities, or services in the Fitness Center in any manner that they deem necessary or advisable. The Member agrees to operate the equipment located in the Fitness Center properly and to avoid careless or dangerous use of any of the equipment. The Member shall not move any exercise equipment. The Member agrees to immediately report to Landlord any malfunction, problem or damage to any of the equipment and if applicable, discontinue use.

13. No Guests; Non-Transferable: No guests are permitted in the Fitness Center. The Member may not invite any non-member into the Fitness Center, including family members and personal trainers.

14. Miscellaneous: This Agreement contains the entire agreement of the Member regarding the Fitness Center, and it supersedes any prior or contemporaneous oral or written agreements regarding such matter. The protections, immunities, rights and benefits afforded to Landlord are cumulative of and are in addition to, and not exclusive of, those provided to Landlord within the Employer's lease. This Agreement may not be amended or waived except in a writing signed by Landlord. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired hereby. This Agreement shall be governed by the laws of the state of Oregon. The Member's releases, waivers, and indemnifications in this Agreement will survive the termination of this Agreement and/or the Member's right to access the Fitness Center. This Agreement binds the Member and the Member's heirs, personal representatives, assigns and next of kin and inures to the benefit of said Releasees and their personal representatives, heirs, successors and assigns.

As the Member, I have read and I understand this Agreement and its waiver of liability and assumption of risk. I understand that I am holding the Landlord harmless and that I am assuming all risks associated with my activities in the Fitness Center. I understand, agree with, and shall abide by the terms and conditions of this Agreement and its attached Rules and Regulations.

This Agreement is dated as of the date first set forth above.

Member signature: _____

Printed Name: _____

Member E-mail Address: _____

**Tenant Fitness
Center Rules &
Regulations**

Last updated as of 10/19/2020

1. A Fitness Center Agreement and Release, incorporating these rules and regulations by reference, must be signed by each Member and returned to the Landlord prior to using the Fitness Center. All capitalized terms used herein have the same meaning as in the Agreement.
2. The Fitness Center Hours of Operation are Monday-Friday, 5:30 a.m. a.m.-7:00 p.m., excluding holidays, and may be amended in Landlord's sole discretion.
3. The day-use lockers will be cleaned on the last Friday of each month. All lockers will be emptied of any remaining items. All items left in lockers will be removed and discarded or donated.
4. Showers are for day-use only. Do not leave soaps, wash cloths, towels, or other personal items in shower caddies. They will be removed and discarded.
5. Personal water bottles, newspapers, magazines, etc., shall be removed by the Member when exiting the Fitness Center after each use.
6. Each Member shall wipe down each piece of equipment before and immediately after use utilizing the sanitary wipes provided throughout the Fitness Center.
7. Proper attire, including shirts, shorts, and athletic shoes, must be worn in the Fitness Center at all times.
8. No food or beverages (except water and sports drinks in spill-proof containers) are allowed in the Fitness Center. No glass containers may be brought into the Fitness Center.
9. Each Member must observe all requirements and warnings of posted signs.
10. Each Member is responsible for any damage to the Fitness Center caused by such Member.
11. All fitness activity, including stretching and other warm-up and/or cool-down routines, shall take place within the Fitness Center only and not in any common area lobby or shared corridor.
12. Each Member must also comply with all general Building Rules & Regulations.
13. Each Member will adhere to any and all additional posted supplemental Rules & Regulations.

Exhibit "G"
Rules and Regulations

1. The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress and egress from their respective premises. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to unreasonably interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they will not be used for any other purpose.
2. Landlord may refuse admission to the Building outside Business Hours of Business Days of the Building to any person not producing identification satisfactory to Landlord. If Landlord issues identification passes, tenants shall be responsible for all persons for whom tenant issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens, if any, that are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
4. No sign, placard, picture, name lettering, advertisement, notice, or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and all tenants shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed, or inscribed at the expense of the tenant and shall be of a size, color, and style acceptable to Landlord.
5. The windows that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills.
6. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules.
7. With the exception of service animals, no animals, birds, fish or reptiles of any kind shall be brought into or kept in the premises of any tenant or the Building. Violation of this policy will be subject to a \$150.00 fine per occurrence.
8. No bicycles shall be brought into or kept in the premises of any tenant or the Building. Violation of this policy will be subject to a \$150.00 fine per occurrence.
9. No "hoverboards" shall be used, brought into, or kept in the premises of any tenant, or the Building, or on the property. Violation of this policy will be subject to a \$150.00 fine per occurrence.

10. No noise, including but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the reasonable judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.
11. No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon any premises or the Building any inflammable, combustible, explosive, environmentally hazardous, or otherwise dangerous fluid, chemical, or substance.
12. Tenant, including contractors, employees, agents, visitors, invitees, or licensees, are prohibited from bringing dangerous weapons or destructive devices upon any premises or the Building. Premises and the Building include all property and facilities owned, leased, rented, otherwise occupied, including grounds, building, parking structures and parking lots, vehicles, and other equipment. "Dangerous weapon" means any weapon, device, instrument, material, or substance, including those defined in ORS 166.360 (10) and ORS 166.382, that is capable of causing death or serious physical injury. "Serious physical injury" means physical injury that creates a substantial risk of death or that causes serious and protracted disfigurement, protracted health impairment, or protracted loss or impairment of the function of any bodily organ.
13. All movement of freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time and communicated to tenants on a case by case basis. Any labor and engineering costs reasonably incurred by Landlord in connection with any moving herein specified shall be paid by the tenant to Landlord, on demand.
14. No tenant, without Landlord's specific written approval shall use its premises, or permit any part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods, or property of any kind unless said use is consistent with the use provisions of the Lease.
15. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall reasonably determine.
16. Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefor, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.
17. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants for any services by Landlord will be attended to only upon prior application to Landlord. Employees of Landlord shall not perform any

work or do anything outside of their regular duties, unless under specific instructions from Landlord.

19. Canvassing, soliciting, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises that would annoy other tenants or create a public or private nuisance.
21. No coin vending machine, video game, coin or token operated amusement device, or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.
22. Crock pots should be plugged into permanent electrical outlets in a properly equipped and approved break area or designated kitchenette space. All devices or activities requiring the use of open flames prohibited, including chafing dishes.
23. Due to safety concerns and to ensure adequate electricity is supplied to work areas, the following are prohibited:
 - Candles and open flames – no candles or other open flames are allowed inside or outside SAIF buildings, including sterno, propane, gas, charcoal, and wood, for both regular work and special events.
 - Extension cords – do not use extension cords or connect electrical cords together.
 - Heaters – portable space heaters are not allowed due to fire and safety risks. If there are heating or cooling issues, contact Landlord. Dress appropriately for your comfort needs.
 - Personal refrigerators/freezers – individual refrigerators are not allowed in offices or open spaces. Contact Landlord for special considerations.
 - Cooking appliances – water-heating devices, residential coffee makers, toaster, toaster ovens, hot plates, popcorn poppers, electric blankets and devices requiring propane or open flames are not allowed.
 - Christmas trees – real Christmas trees are not allowed.
24. Tenant shall abide by the following regarding the use of decorations:
 - If decorating with lights, low-voltage, battery-powered lights should be used instead of electric holiday lights.
 - Real Christmas trees are not allowed.
 - Decorations cannot block emergency egress corridors, signs, and fire sprinkler systems, and cannot be hung from the ceiling, or placed on walls, doors, windows, or elevators. Aisle ways, stairwells, and elevator corridors must be clear to be used for egress in case of emergency.
 - Do not use scotch tape, nails, staples or pins to attach decorations to surfaces. Painter's tape or Command stripes can be used as alternatives.
 - Decorations cannot block the natural window light or transparency of internal glass.

25. No bankruptcy, going out of business, liquidation, or other form of distress sale shall be held on any tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing lights or displays or other methods not consistent with the character of an office building.
26. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, that would impair or interfere with the economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical, or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.
27. No acids, vapors, or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors or licensees shall have, caused the same.
28. All courier pick up boxes for medical materials must be installed exterior to the Building and in a Landlord approved location. In no event shall a courier pick up box be permitted in the Building common areas nor shall couriers be permitted access into the Building afterhours.
29. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.
30. Landlord reserves the right to add, rescind, modify, alter, or otherwise change, or to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, provided, however, that such changes must be reasonable and of the type customarily imposed for similar office buildings. No alteration or waiver of any rule or regulation in favor of any tenant shall constitute a waiver or alteration in favor of any other tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.
31. The Building and Premises are tobacco-free. The Premises and the Building include all property and facilities owned, leased, rented, or otherwise occupied, including grounds, buildings, parking structures and parking lots, vehicles, and other equipment. Tenant and Tenant's employees, agents, visitors, invites, or licensees may not use tobacco products or any form of smokeless devices. Examples of prohibited products implicated include, but are not limited to, cigarettes, cigars, pipes, e-cigarettes, vaporizers, and smokeless tobacco.

Exhibit H
Tax Compliance Certificate

(to be completed and filed by Tenant with Landlord annually)

I, the undersigned, hereby certify under penalty of perjury that I am authorized to act on behalf of the Landlord identified below and that, to the best of my knowledge, Landlord is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Landlord: _____

Mailing Address: _____

Fed. Tax ID: _____

Oregon Tax ID: _____

EXHIBIT I
Acceptance Agreement (Form)

LANDLORD: State Accident Insurance Fund Corporation

TENANT: City of Salem

PREMISES: 440 Church Street SE, Salem, Oregon

Effective Date of Acceptance Agreement: _____

Commencement Date: _____

Term: 18 months

Expiration Date: _____

Base Rent: \$30,000 per month beginning _____

Notwithstanding any provisions of the Lease, Landlord and Tenant agree that Landlord has delivered the Premises to Tenant, and Tenant has accepted the Premises from Landlord, substantially and materially complete as of the Effective Date set forth above, subject to the punch list items attached hereto and made a part hereof. Landlord and Tenant further agree that the Commencement Date and Expiration Date shall be amended as set forth above.

LANDLORD: State Accident Insurance Fund Corporation

By:

By: _____ Date: _____

TENANT: City of Salem

By: _____

By: _____ Date: _____