

Redwood Crossings Transitional Unit / Shelter Unit Lease

This Redwood Crossings Lease (the "Lease") is made this ___ day of _____, 2026 by and between Redwood Crossings LLC ("Lessor") and Housing Authority of the City of Salem ("Lessee").

WITNESSETH

In consideration of the terms and conditions herein contained, Lessor leases to Lessee and Lessee leases from Lessor the Premises hereinafter described.

1. PREMISES:

A portion of the 4107 Fisher Road NE building (the "Building"), consisting of six (6) unfurnished single occupancy rooms for transitional housing.

2. TERM: The term of this Lease shall be One (1) year commencing on 1/1/2026. (the "Term"). Lessee shall be entitled to possession immediately upon the commencement of the Term.

A. Renewal Option

If Lessee has fully and faithfully complied with all the terms of this Lease, Lessee shall have the right, at the option of Lessee, to renew this Lease for one (1) one (1) year term (the "Renewal Term") commencing on the date following the termination of the original Term.

- 1) The option shall be exercised, if at all, by written notice from Lessee to Lessor given not less than ninety (90) days prior to the last day of the Term.
- 2) The terms and conditions of the Lease for the Renewal Term shall be identical with the terms and conditions of this Lease for the initial Term.
- 3) In the event Lessee fails to exercise the option to renew within the time and in the manner required herein, said option, shall be automatically null and void, unless otherwise agreed to in writing by Lessor.

B. Holdover

Should Lessee holdover the Premises or any part thereof after the expiration of the Term or any Renewal Term of this Lease, unless otherwise agreed to in writing by Lessor, such holding over shall constitute a tenancy from month to month only and may be terminated by thirty (30) days written notice of termination. During such holdover tenancy, Lessee shall be bound by all of the terms, covenants and conditions herein specified so far as applicable.

3. RENT:

Lessee shall pay a quarterly rent to Lessor during the Term of this Lease. Quarterly rent is payable in advance on the first day of each quarter (January 1, April 1, July 1, October 1) at Lessor's address stated in the Lease or such other places as Lessor may from time to time designate in writing.

Quarterly rent not paid within seven (7) days of the due date shall be subject to a late charge of Thirty-five and no/100 Dollars (\$35.00) per day, computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and shall be subject to the same charges plus thirty-five and no/100 Dollars (\$35.00) as special handling fee and must be made good by cash, money order, or certified check within twenty-four (24) hours of notification.

The quarterly rent at the commencement of the Term of this Lease shall be the sum of \$23,594 and shall be due upon commencement of the lease Term. The rent shall increase on each anniversary of the commencement of the lease Term by one percent (1%).

Rent for a partial month upon the commencement or expiration of the term of this Lease shall be prorated on a per diem basis.

4. COMMON AREA:

Wherever required by the context of this Lease, the term "common area" refers to restrooms and corridors within the exterior boundaries of the building not included in the floor area of the Premises and which are now or hereafter made available for the non-exclusive use and convenience of Lessee, its employees and invitees, and other permitted users of the Building.

Lessee, its clients, employees and invitees are authorized and permitted the nonexclusive use of the common area.

Lessor shall maintain and operate, or cause to be maintained and operated the common area at all times, in a neat, clean and orderly condition, reasonably lighted, and shall repair any damage to the common area. It is understood and agreed that the phrase maintenance and operation be construed to include, but not be limited to, all sums expended in connection with the common area for all general maintenance and repairs, resurfacing, or painting, restriping, cleaning, sweeping and janitorial services, security, lighting, heating, water and sewer, any tax imposed or assessed against any portion of the common area, and adequate public liability and property damage insurance on the common area.

Lessor shall, at all times during the term of this Lease, have the sole and exclusive control of the common area and may, at any time and from time to time during the term hereof, exclude and restrain any person from use or occupancy thereof, excepting, however, respite care patients of Lessee and other lessees of Lessor, who make use of said area in accordance with the rules and regulations established by Lessor from time to time with respect thereto. The rights of Lessee hereunder in, and to the area in this Article referred to, shall, at all times, be subject to the rights of Lessor, the other lessees of Lessor to use the same in common with Lessee and it shall be the duty of the Lessee to keep all said area free and clear of any obstructions created or permitted by Lessee.

Lessor shall have the right to establish and, from time to time, change, alter, amend, and enforce against Lessee, Lessee's respite care patients and the other users of said common area, such reasonable rules and regulations as may be deemed necessary or advisable for the proper and efficient operation and maintenance of said common area.

5. SECURITY SERVICES:

Lessor will provide for security services from 6pm to 6am on the Premises seven (7) days per week

6. USE OF PREMISES:

The Premises are to be used only for transitional housing and for no other purpose without the prior written consent of Lessor. No act shall be done in or about the Premises that is unlawful or that will increase the existing rate of insurance on the Building or increase the operating expenses for the Premises above and beyond that reasonable and customarily anticipated. Lessee shall not commit or allow to be committed any waste upon the Premises. Lessee shall at all times comply with any and all laws, regulations or ordinances of any and all governmental authorities relating to the use and occupancy of the Premises and Building and shall observe such reasonable rules and regulations as may be adopted and made available to Lessee by Lessor from time to time for the safety, care, cleanliness of the Premises or the Building, for the preservation of good order on the Premises or the Building, or the efficient maintenance and operation of the Premises or the Building.

Lessee shall be solely responsible for the admission and discharge of Lessee's respite care patients from the Premises. Lessee shall be responsible for removing from the Premises its respite care patients who violate the Premises rules of conduct. Lessee shall not place respite care patients in the Premises as outlined in 24 CFR 982.553 including 24 CFR 982.553(a)(2), 24 CFR 982.553(a)(1)(ii)(c) or individuals that have been convicted of manufacturing methamphetamine.

7. FIXTURES AND PERSONAL PROPERTY:

Any personal property of Lessee not permanently affixed to the Premises shall remain the property of Lessee and Lessor agrees that Lessee shall have the right, provided Lessee be not in default under the terms of this lease, at any time, and from time to time, to remove any and all of its personal property which it may have stored or installed in the Premises, including but not limiting the same to counters, shelving, showcases, mirrors, and other movable personal property. Lessee, at its expense, shall immediately repair any damage occasioned to the Premises by reason of the removal of any personal property, and upon the last day of the lease term or a date of earlier termination of this lease, shall leave the Premises in a neat and clean condition, free of debris.

8. MAINTENANCE:

Lessor agrees at all times, from and after substantial completion of the Premises, and at its own cost and expense, to replace and maintain in good and operable condition the Premises and every part thereof and including without limitation the utility meters if any, pipes and conduits, all fixtures, air conditioning and heating equipment within the Premises, lighting, locks and closing

devices, floor coverings, including carpeting, or other special flooring, and all such items of repair, maintenance, alteration, and improvement or reconstruction as may at any time or from time to time be required by a governmental agency having jurisdiction thereof.

Lessor shall not be required to provide medical waste disposal, laundry services of any kind, linen services, solid waste/trash disposal, janitorial, other than the common areas, transportation or food services.

Lessor shall not be required to make repairs necessitated by reason of the negligence or intentional acts of Lessee, Lessee's respite care patients or anyone claiming under Lessee, or by reason of the failure of Lessee to perform or observe any conditions or agreements to this lease contained, or caused by alterations, additions, or improvements made by Lessee or anyone claiming under Lessee.

Lessee shall not make any alterations, additions or improvements in or to the Premises, or add, disturb or in any way change any plumbing, mechanical or electrical systems, or any part thereof, without first obtaining the written consent of Lessor, and, where appropriate, in accordance with plans and specifications approved by Lessor.

Upon any surrender of the Premises, Lessee shall redeliver the Premises to Lessor in good order, condition and state of repair, ordinary wear and tear and casualty damage excepted, and excepting such items of repair as may be Lessor's obligation hereunder.

Lessee agrees to permit Lessor and its authorized representatives to enter the Premises, other than the six (6) unfurnished single occupancy rooms for transitional housing, during usual business hours for the purpose of inspecting the same. Lessee further covenants and agrees that Lessor may go upon the Premises, with appropriate notice, and make any necessary repairs to the Premises and perform any work therein:

- 1) Which may be necessary to comply with any laws, ordinance, rules, or regulations or any public authority; or
- 2) That Lessor may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Lessor; or
- 3) That Lessor may deem necessary to perform construction work incidental to any portion of the Building adjacent to, above, or below the Premises. Nothing herein contained shall imply any duty on the part of Lessor to do any such work which under any provisions of this lease Lessee may be required to do, nor shall it constitute a waiver of Lessee's default in failing to do the same. (No exercise by Lessor of any rights herein reserved shall entitle Lessee to any damage for any injury or inconvenience occasioned thereby or to any abatement of rent. In the event Lessor makes or causes any such repairs to be made or performed that are required of Lessee, as provided for herein, Lessee shall pay the cost thereof to Lessor, forthwith, as additional rent upon receipt of a bill.)

9. REPAIRS

All damage or injury done to the Premises or Building by Lessee or by any persons who may be in or upon the Premises or Building with the expressed or implied consent of Lessee or Lessee's respite care patients, including but not limited to the cracking or breaking of glass of any windows and doors, shall be paid for by Lessee and Lessee shall pay for all damage to the Premises or Building caused by acts or omissions of Lessee or Lessee's offices, contractors, agents, invites, licensees, employees or respite care patients.

10. UTILITY SERVICE:

Lessor agrees to pay for all heat, light, water, power, and other services or utilities used by Lessee or transitional units on the Premises during the term of this Lease.

Lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished the Premises, and no such failure or interruption shall entitle Lessee to terminate this lease.

Lessor shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption or failure of such services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance, except as provided under Paragraph 18, "Damage or Destruction." No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to accident, strike or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder, including the payment of rent. Notwithstanding anything herein contained, Lessee shall bear as its sole cost and expense any and all charges and expenses for the installation and maintenance of Lessee's communication systems, janitorial/cleaning services including medical waste disposal service, and supplies.

11. SURRENDER AT TERMINATION:

Except as provided in Paragraph 2 B, upon termination of this Lease by lapse of time or otherwise, Lessee shall at once surrender possession of the Premises and deliver Premises to Lessor in first class condition, floors cleaned and windows washed inside and outside, reasonable wear and tear and damage or destruction by fire or other casualty which Lessee is not obligated to repair excepted. Upon surrender, all right, title and interest of Lessee in Premises shall cease. Lessee shall deliver all keys to the Premises to Lessor. If possession is not immediately surrendered, Lessor may take possession of the Premises and expel or remove Lessee and any other person occupying all or a portion of the Premises, by force if necessary, without civil or criminal liability.

All Lessee improvements installed upon the Premises by Lessor or Lessee prior to or during the term of this Lease shall at all times remain the property of Lessor free of any right, claim or interest of Lessee. All furniture, fixtures and equipment installed upon the Premises by Lessee prior to or during the term of this Lease shall be removed by Lessee prior to the expiration or other termination of this Lease. All such removal shall be accomplished in a workmanlike manner so as not to damage the Premises, the structural qualities of the Building or the plumbing, electrical lines or other utilities. Upon expiration or sooner termination of this Lease, all of Lessee's trade fixtures, furniture and equipment remaining in the Premises or the Building

shall be deemed conclusively to have been abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without notice or obligation to compensate Lessee or to account therefor, and Lessee shall pay Lessor on demand all costs incurred by Lessor in connection therewith. No act or omission by Lessor, its agents or employees during the Lease term, including delivery of keys to any of Lessor's agents or employees, shall be deemed an acceptance of a surrender of the Premises and no agreement to accept surrender of the Premises shall be valid unless in writing signed by Lessor.

12. LESSOR'S ACCESS:

Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for purposes of cleaning, repairing, altering or improving the Premises or the Building. Nothing contained in this paragraph shall be deemed to impose any obligation upon Lessor not expressly stated elsewhere in this Lease. When reasonably necessary, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee from any duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter the Premises for any purpose of showing the Premises to prospective Lessees within the period of 90 days prior to the expiration or sooner termination of the Lease term.

13. ASSIGNMENT/SUBLETTING:

This agreement is not intended to create nor creates any landlord tenant relationship with lessor's transitional residents who utilize the Premises.

A. Assignment:

Lessee shall not assign or hypothecate this Lease, or any of the rights of Lessee hereunder, except to a corporation or partnership controlled by Lessee, without the prior written consent of Lessor. Any such assignment, if consented to, shall not release or relieve Lessee of its obligations to Lessor hereunder, nor shall any such assignment constitute consent to a subsequent assignment. The use of the premises by a respite care patient is not an assignment of the Lease by Lessee.

B. Subletting:

Lessee shall not sublet the Premises, or any part thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any such sublease shall not release or relieve Lessee of its obligations to Lessor hereunder, nor, shall any such sublease constitute consent to a subsequent sublease. The use of the premises by a respite care patient is not a sublet of the Premises by Lessee.

Any sublease shall be subject and subordinate to this Lease. No right, estate or privilege of any subtenant shall exceed the rights, estate or privileges of Lessee hereunder. In the event of any termination of this Lease whether by expiration, forfeiture, cancellation, surrender or for any other purpose, any sublease shall, at the option of Lessor, terminate and any dispossession of Lessee shall, at the option of Lessor, automatically dispossess any subtenant.

If any part of the Premises is sublet or is occupied by anybody other than Lessee or its transitional residents, Lessor may, after default by Lessee, collect rent from any subtenant or occupant and apply the net amount collected to the rent reserved herein, but such collection shall not be a waiver of any agreement, term, covenant or condition of this Lease, or the acceptance by Lessor of any subtenant or occupant as Lessee.

14. INDEMNITY/INSURANCE/WAIVER OF SUBROGATION

Lessor shall at all times maintain in effect a policy or policies of insurance covering the building during the term of this Lease. Lessee covenants with Lessor that Lessor shall not be liable for any damage or liability of any kind for any injury to or death of persons or damage to property of Lessee or any other person from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Premises by Lessee or any person thereon or holding under said Lessee. Lessee will indemnify and save harmless Lessor from all liability whatsoever other than liability caused by Lessor's negligence.

Lessee shall furnish Lessor a certificate evidencing adequate commercial general liability coverage and any renewal thereof, which certificate shall show the following endorsements to the liability policy:

- (a) The policy shall cover on an "occurrence" basis.
- (b) The policy shall cover contractual liability.
- (c) Broad Form property damage.
- (d) "Redwood Crossings LLC and the Housing Authority of the City of Salem, their members, officers, agents, and employees" as additional named insured.
- (e) An endorsement stating that coverage is primary insurance and that no other insurance effected by Redwood Crossings LLC or the Housing Authority of the City of Salem will be called upon to contribute to a loss under this coverage.
- (f) An endorsement stating that the policy shall not be canceled or reduced without thirty (30) days' notice of such cancellation or reduction given to Lessor.
- (g) Per occurrence coverage in an amount of not less than \$2,000,000 and aggregate coverage in an amount of not less than \$4,000,000.

Neither Lessor nor Lessee shall be liable to the other for loss arising out of damage to or destruction of the Premises, or the building, improvement, or common area of which the Premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by negligence of either Lessor or Lessee or any of their respective agents, servants, or employees. Each party shall look to its respective insurance carrier for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither Lessor nor Lessee shall have any interest or claim on the other's

insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

15. INDEMNIFICATION:

Lessee shall pay, defend, indemnify and hold Lessor harmless from and against any and all liens, claims, demands, causes of action or liability for damages, costs, expenses, or attorney's fees of any kind or nature arising from any act, omission or negligence of Lessee or its officers, licensees, agents, servants, employees or respite care patients in or about the Building or Premises; or, arising from any accident, injury or damage to any person or property, occurring in or about the Building or Premises as a result of any act, omission or negligence of Lessee, or its officers, contractors, licensees, agents, servants, employees, respite care patients, guests or visitors, or arising from any breach of default under this Lease by Lessee.

16. LIENS:

Lessee shall not make any alterations, additions or improvements in or to the Premises, without first obtaining the written consent of Lessor. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises and that all work done in connection therewith shall be done with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable laws and regulations of governmental authority having jurisdiction, and consistent with a first class office building in Salem, Oregon.

With respect to such activities, Lessee shall keep the Premises free and clear of any and all mechanics and/or materialman's liens, as well as any other liens, on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall pay, indemnify, defend and save Lessor free and harmless from liability, loss, damage, costs, attorney's fees and all other expenses on account of claims of lien for work performed or material furnished to the Premises for Lessee or persons claiming under it.

17. SIGNS/ADVERTISING:

No advertising medium shall be utilized by Lessee which emanate from and can be heard or experienced outside Lessee's Premises, including without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios, or television unless written prior approval is obtained from Lessor.

18. DAMAGE OR DESTRUCTION:

In case of damage to the Premises or the Building by fire or other casualty, Lessee shall give immediate notice thereof to Lessor who shall cause the damage to be repaired with reasonable speed, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Lessor. Said repairs shall provide that upon completion the Premises and Building will be substantially the same as before the occurrence of the subject damage.

To the extent that the Premises are rendered untenable following said damage and until completion of repairs, the rent shall be proportionately abated, except in the event that such

damage resulted from or was contributed to, directly or indirectly, by the act, fault or neglect of Lessee, or its officers, contractors, agents, employees, invitees or licensees, in which event there shall be no abatement of rent except to the extent Lessor receives proceeds from Lessor's rental income insurance policy, if any, to compensate Lessor for loss of rent.

In the event that damage to the Premises or Building is, in Lessor's sole discretion, substantial or total, or in the event insurance proceeds are not, in Lessor's sole discretion, sufficient to pay for necessary damage repairs, Lessor may elect at its sole option not to repair or rebuild. Lessor shall notify Lessee in writing of Lessor's decision not to repair or rebuild within sixty (60) days from the date of such damage and this Lease shall terminate as of the date of such notice without further right or obligation of either party to the other under the terms of this Lease. Lessee shall thereupon promptly vacate the Premises and Building and the rent provided for hereunder shall be adjusted to the date of such vacation.

In the event the Premises or Building shall be substantially damaged or totally destroyed by fire or other cause at any time during the last year of the primary or any option of the Lease, either Lessor or Lessee may terminate this Lease upon written notice to the other given within sixty (60) days of the date of such damage or destruction and the rights and obligations of either party each to the other under the terms of this Lease shall terminate.

This Lease shall terminate as of the date of such notice and Lessee shall thereupon promptly vacate the Premises and the rent shall be adjusted to the date of such vacation.

No damages, compensation, or claim shall be payable by Lessor to Lessee for inconvenience, annoyance, loss of business or other such damage or compensation resulting from business interruption arising from any damage, destruction, repair or restoration of all or any part of the Premises or the Building. In the event of repairs or restoration, Lessor shall use its best efforts to effect such repairs promptly and in such manner as not to unreasonably interfere with Lessee's occupancy.

Lessor will not carry insurance of any kind on Lessee's furniture, furnishings, equipment, trade fixtures or appurtenances placed upon the Premises by Lessee, and Lessor shall not, except as provided by law, by reason of its own negligence, be obligated to repair any damage thereto or replace the same.

19. CONDEMNATION:

If all of the Premises or such portion or portions thereof as may be required for the reasonable use of the Premises are taken by eminent domain, inverse condemnation, or otherwise taken for any public use whatsoever by any legally constituted authority, this Lease shall automatically terminate as of the date the title vests in the condemning authority and all rents and other payments shall be paid to that date.

In the event of a taking of a part of the Premises so that the remaining portion is suitable for the continuation of Lessee's business, then this Lease shall continue in full force and effect covering the remaining Premises and the rent shall be equitably reduced based on the proportion by which the floor and parking areas of the Premises are reduced, such rent reduction to be effective as of the date title to such portion vests in any condemning authority.

Lessor reserves and Lessee releases all rights to damages to the Premises or Building for any partial or entire taking by eminent domain. Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right to claim and recover from the condemning authority compensation for any loss to which it may be entitled under applicable law, provided that such damages may be claimed only if they are awarded separately and are not out of or as part of the damages recoverable by Lessor.

20. PARKING:

The Lessor will provide sufficient onsite parking for transitional residents, staff and service providers utilizing the Premises.

21. SUBORDINATION /ATTORNMEN/ NON-DISTURBANCE/ESTOPPEL CERTIFICATE:

Lessor shall have the right to assign, transfer, convey or hypothecate, in whole or in part, Lessor's interest in this Lease, the Premises and the Building. If Lessor shall assign its interest under this Lease or transfer or convey its interest in the Premises or the Building, other than a transfer or conveyance for security purposes only, such assignee, transferee, or grantee shall thereafter be deemed to be Lessor hereunder and Lessor shall be automatically released from any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

Lessor may, for any purpose, finance, refinance or in any other fashion hypothecate its interest in this Lease, the Premises or the Building for loan or security purposes and shall be entitled to execute and deliver for recording appropriate form of Mortgage, Deed of Trust, lien or other security or encumbrance document against its interest in this Lease, the Premises or the Building to secure Lessor's obligation created thereby.

In the event of any such transfer(s) of Lessor's interest above referenced, this Lease shall be subordinate to, and Lessee shall attorn to, the interest of Lessor's assignee, transferee, grantee or lender. Lessee will execute all documents in the form submitted by Lessor, including subordination and attornment agreements, necessary for Lessor's assignment, conveyance, hypothecation or financing of Lessor's interest in this Lease, the Premises or the Building, and Lessee will deliver to Lessor said documents fully executed within ten (10) days of receipt by Lessee.

Notwithstanding the above, it shall be a condition of any such subordination or attornment that, so long as Lessee is not in default under the terms of this Lease, this Lease shall remain in full force and effect for the full term hereof and Lessor's assignee, transferee, grantee or lender shall recognize Lessee's rights in the Premises under this Lease. Upon request by Lessee, as a condition to Lessee's execution of any subordination or attornment document, Lessor's assignee, transferee, grantee or lender shall execute and deliver to Lessee a non-disturbance agreement in form satisfactory to Lessor.

Lessee shall, from time to time, upon the written request of Lessor, execute and deliver to Lessor or its designee, a written statement in form satisfactory to Lessor stating: (1) the date of execution, commencement and termination of this Lease; (2) the amount of base monthly rent currently paid by Lessee and the date to which such rent has been paid; (3) a certification that this Lease is in full force and effect, has not been assigned, modified or amended in any way (or

specifying the date and terms of any such agreement affecting this Lease), that all conditions under this Lease to be performed by Lessor have been satisfied, and that on the date of execution thereof there are no existing defenses or offsets which Lessee has against the enforcement of this Lease by Lessor. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by the prospective grantee or a mortgagee of Lessor's interest in this Lease, the Premises or Building. If Lessee shall fail to respond within ten (10) days of receipt by Lessee of a written request by Lessor as herein provided, Lessee shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the truth and accuracy of any information supplied by Lessor on the face thereof.

22. DEFAULT:

Time is of the essence in the performance of all aspects of this Lease.

Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events or conditions:

- 1) Default in payment: Lessee's failure to fully and timely pay any rent or other charge or payment obligation under this Lease when the same is due.
- 2) Default in performance other than payment: Lessee's failure to perform in a full, proper and timely manner any term, obligation, covenant or condition under this Lease.
- 3) Failure of business/insolvency: The failure or termination of the business of Lessee to be operated upon the Premises, the commencement of any insolvency or receivership proceedings by or against Lessee, or the insolvency of Lessee.
- 4) Abandonment of Premises: The abandonment for more than ten (10) days or vacation of the Premises by Lessee.

Lessee shall have the following rights of cure:

A. Upon the occurrence of a default by nonpayment on the due date of any rent, charge or other payment obligation due by the terms of this Lease, or any part thereof, in a full and timely manner, Lessor shall provide written notice thereof to Lessee. Lessee shall have ten (10) days from the date of said written notice within which to cure the subject default and make the required payment in full and complete amount. In the event that Lessee fails to cure the subject default within the time provided for herein, Lessor shall be entitled to pursue the remedies provided for herein upon default. No such written notice shall be required if written notice for a previous similar default shall have been given to Lessee during the twelve (12) month period preceding.

B. Upon the occurrence of a default in any other covenant, term, condition or obligation required by the terms of this Lease other than the nonpayment of rent, charges or other payment obligation, Lessor shall provide written notice thereof to Lessee. Lessee shall have thirty (30) days from the date of said written notice within which to cure the subject default and any other covenant, other than nonpayment of rent, charges or other payment obligation. In the event that Lessee fails to cure the subject default within the time provided for therein, Lessor shall be entitled to pursue the remedies provided for herein upon default. However, in any

situation which would reasonably require a cure in less than thirty (30) days, the time allowed for cure shall be reduced to such reasonable shorter period.

23. REMEDIES UPON DEFAULT:

The acceptance by Lessor of any partial or late payment or performance by Lessee shall not constitute a waiver of Lessor's right to demand prompt and timely payment and performance during the term of this Lease.

In the event of a default in any one or more of the respects described above, and if said default shall continue after written notice beyond the period for cure described above, Lessor shall have the following rights and remedies, none of which shall be exclusive of the other, nor exclusive of any other remedy otherwise provided for by law or in equity. Lessor shall be entitled to pursue its remedies, at its sole option, and without further notice or demand of any kind to Lessee after initial notice of default referred to above.

A. Affirmation of Lease

Continue this Lease in full force and effect, which election shall not waive Lessor's right, at its option, at any time thereafter to elect to terminate this Lease.

Lessor shall have the right, without terminating this Lease, to re-enter and occupy the Premises and continue to collect any unpaid rental or other charges which have or may thereafter become due or payable.

B. Termination of Lease

Terminate this Lease, which termination shall be effective upon the date of written notice thereof to Lessee, without further act or notice by Lessor required.

Lessee's liability to Lessor for damages shall survive such termination.

Lessee's every right, interest of claim to title, possession and occupancy of the Premises and Building shall terminate upon such termination.

Lessee shall immediately vacate and surrender possession and occupancy of the Premises and Building to Lessor and remove its personal property in the manner provided for by Paragraph 10 hereof.

C. Lessor's Re-entry

Upon an uncured default of this Lease by Lessee as provided above, Lessor may at its own option, in addition to any other rights or remedies it may have or in conjunction therewith, and with or without terminating this Lease, enter the Premises or any part thereof, either with or without process of law, and expel, remove or put out Lessee or any other persons who may be thereon, together with all personal property found therein.

D. Lessor's Reletting

Upon Lessor's re-entry of the Premises, either with or without termination of this Lease as provided above, Lessor may, at its own option, in addition to any other rights and remedies it may have or in conjunction therewith, from time to time relet the Premises or any part thereof for such term or terms (which may be for a term less than or extending beyond the term of this Lease) and at such rental and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change the Premises as may be required or suited for the reletting of the Premises.

Lessor shall make reasonable efforts to relet the space, however Lessor retains any and all rights and remedies available at law or in equity. Any rents collected from such reletting shall be applied first to the payment of any costs and expenses of such reletting, second to the payment of any indebtedness from Lessee to Lessor other than rent due hereunder, and third to the payment of rent due hereunder.

24. DEFAULT BY LESSOR:

In the event Lessor shall neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this lease on its part to be performed or observed, Lessor shall cure such default within thirty (30) days after written notice of such default has been given by Lessee (or if more than thirty (30) days shall be required because of the nature of the default, then Lessor shall proceed diligently to cure such default).

If the Premises or any part thereof are at any time subject to a first mortgage or a first deed of trust and this lease or the rentals due from Lessee hereunder are assigned to such mortgagee, trustee, or beneficiary (called assignee for purpose of this Item only) and Lessee is given written notice thereof, including the post office address of such assignee, Lessee shall give written notice to assignee specifying the default in reasonable detail, and affording such assignee a reasonable opportunity to make performance for and on behalf of Lessor. If and when the said assignee has made performance on behalf of Lessor, such default shall be deemed cured.

Lessee shall have no right to terminate this lease except as herein otherwise specifically provided.

25. NON-WAIVER:

The acceptance by Lessor of any partial or late payment or performance by Lessee shall not constitute a waiver of Lessor's right to demand prompt and timely payment and performance during the term of this Lease.

A waiver by Lessor of any breach or default shall not be deemed a waiver of any other breach or default.

Lessor's consent to or approval of any act by Lessee requiring such consent or approval shall not be deemed to waive or abrogate the requirement of Lessor's consent or approval of any subsequent or similar act.

26. SUCCESSORS AND ASSIGNS:

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Lessor and Lessee, together with their respective heirs, executors, administrators, successors and assigns.

27. SEVERABILITY:

A final determination by a Court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its reflected intent.

28. ENTIRE AGREEMENT/AMENDMENTS:

This Lease contains all covenants and agreements between Lessor and Lessee relating to the terms and conditions of this Lease, and this Lease supersedes and cancels any and all previous negotiations, agreements and communications between the parties whether written or oral. This Lease may be amended or modified only by written instrument executed by both Lessor and Lessee.

29. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws of the State of Oregon.

30. NOTICES:

Any notice, request, demand, instruction or other communication to be given by the parties hereto by the terms hereof shall be in writing and shall be delivered in person or sent by U. S. Mail, postage prepaid, to the addresses below by certified mail, return receipt requested, or to such other person or addresses that the parties may hereinafter designate in writing. Said notices shall be deemed given upon the personal delivery or posting thereof.

LESSOR:

Redwood Crossings LLC
c/o Housing Authority of the City of Salem
360 Church St SE
Salem, OR 97301

With a copy to:

City Attorney's Office
555 Liberty Street NE, Room 205
Salem, Or 97301

LESSEE:

Housing Authority of the City of Salem
360 Church Street SE
Salem, OR 97301

BILLINGS:
Redwood Crossings LLC
c/o Housing Authority of the City of Salem
360 Church St SE
Salem, OR 97301

31. FORCE MAJEURE:

Time periods for Lessor's or Lessee's performance of any provisions under this Lease shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including without limitation, strikes, embargos, governmental regulations, acts of God, war or other strife.

32. RECORDING:

This Lease shall not be recorded by either Lessor or Lessee, provided however, either party may record a Memorandum of Lease.

33. NO WARRANTIES:

Lessor and Lessee agree that the Premises are leased to Lessee in an "as-is" condition without any representation or warranty of any kind by Lessor to Lessee. Lessor shall have no liability because of, or as a result of, the existence of any condition on the Premises that might affect Lessee's intended use, nor shall Lessor have any responsibility to Lessee to improve the Premises.

Lessee shall not install or construct upon the Premises any Lessee improvements without the prior written consent of Lessor, which consent shall be at Lessor's sole discretion.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the Lessee should check with the City of Salem Planning Department to verify approved uses.

34. SPECIAL CONDITIONS

Point of contact of Lessor for Lessee or transitional resident issues regarding the Premises:

Nicole Utz
Director of Housing
Salem Housing Authority
360 Church Street SE
Salem, OR 97301
nutz@salemhousingor.com

IN WITNESS WHEREOF, this Lease has been executed the date and year first above written.

Lessor:
Redwood Crossings LLC

Lessee:

By: Housing Authority of the City of Salem
Its: Sole Member and Manager

Housing Authority of the City of Salem

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____