

**LEASE**

This Lease, by and between THE URBAN RENEWAL AGENCY OF THE CITY OF SALEM, an Oregon quasi-municipal corporation, ("Lessor") and Capitol Auto Group ("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 property commonly known as 2640 Portland Road NE, Salem, Oregon 97301, consisting of approximately 69,126 square feet illustrated in Exhibit "A" (the "Premises"). Exhibit "A" is attached hereto and incorporated by this reference as if fully set forth herein. The Premises includes only the use of the surface parking area and specifically excludes the existing building.

A. Adjustment

Lessor, at its sole discretion, reserves the right to modify the square footage and on-site location of the leased Premises to accommodate future lease of the building and/or any portion of the Premises necessary for Lessor's use or Lease to a third party. Rent shall be adjusted proportionately based on new square footage as agreed upon by Lessor and Lessee.

2. TERM: The term of this Lease shall be thirty (30) days commencing on September 1, 2018 and continuing through September 30, 2018. Lessee shall be entitled to possession immediately upon the commencement of Term. Lease shall automatically renew on a month-to-month basis until terminated by either Lessor or Lessee with 30 day written notice.

3. RENT:

Lessee shall pay a monthly rent to Lessor during the term of this Lease. Monthly rent is payable in advance on the first day of each month at Lessor's address stated in the Lease or such other places as Lessor may from time to time designate in writing.

Monthly 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 monthly rent at the start of this Lease shall be \$2,000.00 gross. Lessee shall not be responsible for any expenses.**

4. USE OF PREMISES:

The Premises are to be used only for **storage of new/used automobiles**, and for no other purpose without the prior written consent of Lessor. All automobiles stored on site shall be in

good repair and show no signs of external body damage. 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.

5. FIXTURES AND PERSONAL PROPERTY:

Any trade fixtures, signs and other 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 trade fixtures, signs, and other 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 such trade fixtures, signs, and other 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.

All improvements to the Premises by Lessee, including but not limited to light fixtures, floor coverings, and partitions, but excluding trade fixtures and signs, shall become the property of Lessor upon expiration or earlier termination of this lease.

6. REPAIRS AND MAINTENANCE:

Lessee agrees at all times, from and after substantial completion of the Premises, and at its own cost and expense, to repair, replace, and maintain in good and operable condition the Premises and every part thereof.

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. All damage or injury done to the Premises by Lessee or by any persons who may be in or upon the Premises with the expressed or implied consent of Lessee, 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 or employees.

Subject to the foregoing provisions hereof, Lessor shall keep and maintain in good and tenantable condition and repair the Premises, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company) provided, however, that Lessor shall not be required to make repairs necessitated by reason of the negligence of Lessee 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.

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 at all times during usual business hours for the purpose of inspecting the same. Lessee further covenants and agrees that Lessor may go upon the Premises 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.)

7. UTILITY SERVICE:

Lessor agrees to pay for all heat, light, water, power, and other services or utilities used by Lessee or subtenant on the lease Premises during the term of this lease. This utility expense shall be included as part of gross rent.

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 15, "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 garbage service, and supplies.

8. SURRENDER AT TERMINATION:

Except as provided in Paragraph 2, 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 condition similar to that at time of lease execution. 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, 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 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.

9. 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.

10. ASSIGNMENT/SUBLETTING:

No assignments or subletting shall be permitted.

11. INDEMNITY/INSURANCE/WAIVER OF SUBROGATION

Lessor shall at all times maintain in effect a policy or policies of insurance covering the Premises 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 umbrella 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) "The City of Salem and the Urban Renewal Agency of the City of Salem, its officers, agents, and employees" as additional named insured.
- (e) An endorsement stating that coverage is primary insurance and that no other insurance effected by the City 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.

Neither Lessor nor Lessee shall be liable to the other for loss arising out of damage to or destruction of the Premises, 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.

12. 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 or employees in or about the Premises; or, arising from any accident, injury or damage to any person or property, occurring in or about the Premises as a result of any act, omission or negligence of Lessee, or its officers, contractors, licensees, agents, servants, employees, guests or visitors, or arising from any breach of default under this Lease by Lessee.

13. LIENS:

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.

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.

14. SIGNS/ADVERTISING:

Lessee shall be permitted to install, at its own cost, temporary signage as defined in Chapter 900 of the Salem Revised Code. Lessee shall attain any required permits and install signage per local, state and federal code.

15. 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.

16. 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.

17. 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.

18. 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.

#### 19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. GOVERNING LAW:

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

26. 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:

City of Salem  
Attn: Real Property Services Manager  
350 Commercial Street NE  
Salem, OR 97301

With a copy to:

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

LESSEE:

Capitol Auto Group  
Attn: Bob Myers  
P.O. Box 7550  
Salem, OR 97303  
Phone: (503) 881-0759  
BMyers@capitolauto.com

BILLINGS:

City of Salem, Finance Department  
555 Liberty St SE, Room 230  
Salem, OR 97301

27. 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.

28. RECORDING:

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

29. 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 furnish, 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 Planning Department to verify approved uses.

30. SPECIAL CONDITIONS

None.

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

Lessor:  
THE URBAN RENEWAL AGENCY,  
OF THE CITY OF SALEM  
an Oregon quasi-municipal corporation

Lessee:  
Capitol Auto Group

By: \_\_\_\_\_  
Steven D. Powers, Executive Director

By: \_\_\_\_\_  
Bob Myers, Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LIST OF EXHIBITS  
Exhibit A – Premises

**Exhibit A**

