

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the 29th day of June, 2021, by and between Newberg Development Ventures, LLC, an Oregon limited liability company ("Assignor"), Yamhill County, a political subdivision of the State of Oregon ("Assignee") and Oregon Eye Specialists, P.C., an Oregon professional corporation ("OES").

RECITALS:

A. Assignor is the "Landlord" and OES is the "Tenant" under that certain retail lease agreement, dated December 19, 2016, for commercial office space in a portion of the building located at 2318 E. Portland Road, Newberg, Oregon ("Building"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Lease").

B. Assignor has informed OES that Assignor has entered into an agreement to sell the Building to Assignee, including that portion of the Building that is the subject of the Lease.

C. Effective June 29, 2021, Assignor has closed the sale of the Building to Assignee and, effective that same date, Assignor now desires to assign to Assignee, and Assignee now desires to assume, all of Assignor's remaining interest, rights and obligations under the Lease.

IN CONSIDERATION of the mutual covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective June 29, 2021, Assignor hereby conveys and assigns to Assignee, subject to the terms and conditions of the Lease and this Assignment, all of Assignor's interest, rights and obligations under the Lease.

2. Assumption. Effective June 29, 2021, Assignee hereby assumes and agrees to be bound by all of Assignor's obligations pursuant to the Lease arising out of events occurring from and after the date of this Assignment, and agrees to perform and observe all the covenants and conditions contained in the Lease to be performed or observed from and after the date of this Assignment.

3. Acknowledgement. As of the date of this Assignment, Assignor acknowledges and agrees that Assignor is not in default under the Lease and no event or condition exists which, with the giving of notice or passage of time, or both, would constitute a default or event of default by Assignor under the Lease. Furthermore, OES acknowledges and agrees that, as of the date of this Assignment, OES is not in default under the Lease and no event or condition exists which, with the giving of notice or passage of time, or both, would constitute a default or event of default by OES under the Lease.

4. Notice to Lessor. Effective June 29, 2021, all notices required under the Lease to be given to Assignee shall either be personally delivered or mailed to Assignee at, ATTN: HHS Director, 627 NE Evans, McMinnville, OR 97128, or to such other address as Assignee may hereafter designate.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall not benefit any third parties who are not parties to this Assignment.

6. Entire Agreement. This Assignment is the entire agreement between the parties pertaining to the assumption by Assignee of the Agreement.

6. Modification. No amendment, modification or change to the Lease or this Assignment shall be valid unless in writing and duly executed by the party to be charged therewith.

7. Counterparts. This Assignment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by facsimile and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered.

8. Governing Law. This Assignment will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon without reference to its choice of law rules.

9. Recitals. The above recitals are incorporated into and made a part of this Assignment, as if set forth fully herein.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date and year first above written

ASSIGNOR

ASSIGNEE

Newberg Development Ventures, LLC

Yamhill County, a political subdivision of the State of Oregon



Print Name: STEVEN M. CARLSON

Print Name: Mary Starrett

Title: MANAGING MEMBER

Title: Chair, Board of Commissioners

Date: 7/27/2021

Date: 8/5/2021

Oregon Eye Specialists, P.C.



Print Name: DEVIN GATELY, MD

Title: President

Date: 7/26/21

Accepted by Yamhill County Board of Commissioners on

8/5/2021 by Board Order

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