

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this “**Assignment**”) is made and entered into as of December ____, 2023, by and between **Green Light-Home First LLC**, an Oregon limited liability company (“**Assignor**”) and **City of Salem**, an Oregon municipal corporation (“**Assignee**”).

RECITALS

A. Assignor, as buyer, and Salem Health Hospitals & Clinics, an Oregon non-profit organization (“**Seller**”), as seller, entered into that certain Commercial Association of Brokers Oregon/SW Washington Purchase and Sale Agreement and Receipt for Earnest Money dated January 10, 2023, as amended (as so amended, the “**Agreement**”), relating to the purchase and sale of certain real property, as described in Section 1.1 of the Agreement (the “**Property**”).

B. Pursuant to Section 13 of the Agreement, Assignor is entitled to assign its rights and interest under the Agreement with Seller’s consent.

C. Assignor, as buyer, desires to assign all of its right, title, and interest as buyer under the Agreement to Assignee, and Assignee desires to assume all of Assignor’s right, title, interest in the Agreement.

D. Seller has consented to the assignment of the Agreement pursuant to the terms of that certain Addendum #8 to the Agreement by and between the Seller and Assignor and dated as of the date hereof.

E. Assignor shall provide Assignee with all due diligence documents and materials collected, generated or otherwise in Assignor’s possession with respect to the condition of the Property between the execution date of this Agreement and December 31, 2023.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor shall and does hereby transfer and assign to Assignee, without reservation, all of Assignor’s interest under the Agreement, effective as of the date hereof.

2. Assumption. Assignee accepts the foregoing assignment and assumes each and every right and obligation as Buyer under the Agreement as of the date hereof.

3. Due Diligence Documents. Assignor shall provide to Assignee all due diligence documents and materials collected, generated or otherwise in Assignor's possession with respect to the condition of the Property between the execution date of this Agreement and December 31, 2023.

4. Effective Date. The Assignment of the Agreement shall be effective on January 31, 2024; provided, however, the obligation of Assignor to provide Due Diligence Documents to Assignee is effective upon execution of this document.

3. Definitions. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Agreement.

4. Counterparts. This Agreement may be executed and delivered in separate and multiple counterparts, including by facsimile counterpart or by electronic mail transmission of a .pdf copy of a manually signed counterpart, each of which shall be deemed an original and all of which when assembled together shall constitute one and the same instrument.

5. Full Force and Effect. Except as specifically set forth in this Assignment, all provisions of the Agreement shall remain in full force and effect and are not modified by this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Seller and Assignee and their respective successors and permitted assigns under the Agreement.

7. Entire Agreement. This Assignment contains the entire agreement between the parties with respect to the subject matter herein contained and all preliminary negotiations with respect to the subject matter herein contained are merged into and incorporated in this Assignment and all prior documents and correspondence between the parties with respect to the subject matter herein contained are superseded and of no further force or effect, other than the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

GREEN LIGHT-HOME FIRST LLC
an Oregon limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

CITY OF SALEM
an Oregon municipal corporation

By: _____

Name: _____

Title: _____