

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT (the “Assignment”) is made and entered to as of March 29, 2024 (the “Effective Date”), by and between SANTÉ PARTNERS LLC, an Arizona limited liability company (“Assignor”) and LONE OAK SP LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. Assignor is a party to that certain Real Estate Purchase and Sale Agreement dated as of August 25, 2023, as amended on November 22, 2023 (the “Purchase Agreement”), between Assignor, as Buyer, and Valerie L. Allyn and Jeffrey L. Tatchio, successor by assignment to Valerie L. Allyn, successor trustee of the Betty M. Tatchio Revocable Trust and successor trustee of the Marvin E. Tatchio Credit Shelter Trust, as Seller, for the purchase and sale of approximately 13.32 acres of raw land and improvements located at or adjacent to 5559 Lone Oak Rd SE, Salem, Marion County, Oregon, as more particularly described in the Purchase Agreement. Capitalized words used in this Assignment and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

B. Pursuant to Section 33 of the Purchase Agreement, Assignor has the right to assign its right, title and interest under the Purchase Agreement, without the consent of Seller, to an entity in which Assignor has a membership or management interest, including to any entity having one or more principals in common with Assignor (“Permitted Assignee”).

C. Assignee is a Permitted Assignee.

D. Assignor is interested in assigning to Assignee, and Assignee is interested in taking and assuming from Assignor, all of Assignor’s right, title and interest in to, and obligations under, the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to, and obligations under, the Purchase Agreement arising from and after the Effective Date.

2. Assignee expressly accepts the assignment provided for in Section 1 and hereby assumes and agrees to exercise and perform, as a direct obligation of Assignee, the rights and obligations of Assignor under the Purchase Agreement from and after the Effective Date.

3. This Assignment represents the entire and final agreement of Assignor and Assignee with respect to the subject matter hereof and supersedes all prior negotiations, discussions or writings with respect thereto.

4. This Assignment may not be amended except by written instrument signed by the parties hereto.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed manually or electronically including by means of DocuSign.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

SANTÉ PARTNERS LLC,
an Arizona limited liability company

By: 

Name: Jacob T. Schaefer
Its: Manager

ASSIGNEE:

LONE OAK SP LLC,
a Delaware limited liability company

By: **Sante RE Management, LLC**
Its: **Manager**

By: 

Name: Jacob T. Schaefer
Its: Manager