

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT AND AMENDMENT OF LEASE AGREEMENT**

DATE: \_\_\_\_\_

BETWEEN: Patrick Shannon ("Assignor")  
River's Edge Deli & BBQ, LLC  
P.O. Box 146  
Arlington, OR 97812

AND: River's Edge BBQ & Grill LLC ("Assignee")  
P.O. Box 505  
Arlington, OR 97812

**RECITALS**

- A. Assignor and the Port of Arlington, a port district of the state of Oregon ("Landlord"), entered into that certain Commercial Building Lease, dated on or about July 14, 2021 (the "Lease"), with respect to the a portion of the premises located at the *Gronquist Building*, 1150 Railroad Avenue, Arlington, Oregon (also referenced as 1665 Railroad Avenue) (the "Property").
- B. Assignor desires to assign all Assignor's interest under the Lease to Assignee, subject to Landlord's consent, and Assignee is willing to accept such assignment and assume all of the terms and obligations of Assignor under the Lease.
- C. Landlord and Assignee further wish to amend the Lease to include additional information regarding taxes attributed to the Property

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

**Article 1  
ASSIGNMENT AND ASSUMPTION**

**1.1 Assignment.** Assignor hereby assigns to Assignee all rights, title, and interests under the Lease, effective as of the date this is mutually executed (the "Effective Date"). It shall be the responsibility of the Assignor and Assignee to reconcile any pro-rated rental amounts which may be applicable to the monthly rent paid or due for the month in which this Assignment becomes effective.

**1.2 Assumption.** Assignee hereby accepts the assignment and assumes and agrees to perform all obligations of the Assignor under the Lease and in strict accordance with the terms of the Lease, from and after the Effective Date.

## **Article 2 LANDLORD'S CONSENT**

The effectiveness of this Assignment is conditioned on the Landlord first executing the consent provision on the last page of this Agreement. The parties acknowledge that Landlord's consent to this Agreement will not be construed as a waiver of Lessor's right to withhold consent to any subsequent assignment, sublease, or other transfer of the Lease.

## **Article 3 INDEMNIFICATION**

**3.1 Indemnity by Assignee.** Assignee hereby agrees to indemnify, defend, protect, and hold harmless Assignor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Assignee's failure to perform any obligations under the Lease or this Agreement, or arising out of the use of the Property by Assignee or its agents, employees, contractors, customers, or invitees from and after the Effective Date.

**3.2 Indemnity by Assignor.** Assignor hereby agrees to indemnify, defend, protect, and hold harmless Assignee from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Assignor's failure to perform its obligations under the Lease or this Agreement, or arising out of the use of the Property by Assignor or its agents, employees, contractors, customers, or invitees before the Effective Date.

## **Article 4 AMENDMENT OF LEASE**

Section 2.3 of the Lease is amended to state that the payment of taxes includes taxes assessed by Gilliam County as a result of the business occupation of the Property, which was most recently assessed at \$6,186.50, but may be subject to change. Except as set forth in this amendment, all other terms and conditions of the Lease remain in full force and effect.

## **Article 5 MISCELLANEOUS**

**5.1 Effect of Assignment.** Except as set forth in Article 4 above, this Assignment does not amend the Lease or any other agreement between Assignor and Assignee. The Lease is only modified as set forth herein and is in full force and effect.

**5.2 Integration.** This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements among them with respect thereto.

**5.3 Attorney Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted or if the services of a lawyer are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and

other expert fees, as well as other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of a suit, an action, an arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

**5.4 Further Instruments.** Each party agrees to execute such further instruments as may be reasonably required to consummate the transactions contemplated by this Assignment, as long as the terms thereof are fully consistent with the terms of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

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Patrick Shannon  
River's Edge Deli & BBQ, LLC

**ASSIGNEE:**

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David Richter  
River's Edge BBQ & Grill LLC

**LANDLORD'S CONSENT**

Landlord hereby consents to the assignment and amendment of the Lease in accordance with, and subject to, the terms, conditions, and covenants of the foregoing Assignment. Consent by Landlord to this transfer is not consent to other, future transfers or a waiver of the assignment restriction provision in the Lease.

**LANDLORD:**

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Leah Shannon, President  
Port of Arlington