

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this ____ day of _____, 2011 by Jefferson Nature Center, an Oregon Not for Profit Corporation (Assignor), to Coyote Trails, an Ohio not for profit corporation (Assignee).

WHEREAS, Assignor has entered into a certain Lease Agreement with City of Medford and Assignor as to lease certain real property located at United States Cellular Community Park, located at 2931 South Pacific Highway, Medford, Jackson County, Oregon, and which is described more particularly in said Agreement, a copy of which is attached as Exhibit "A"; and,

WHEREAS, the Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said lease; and

WHEREAS, Assignee and Assignor desire to modify the terms of the assigned lease to run for ten years from the effective date of assignment with one ten year renewal option after that;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title, and interest in, to and under said Lease. Assignee hereby assumes all of Assignor's duties and obligations under said Lease. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs, and assigns.

Notwithstanding any language in the original lease, the assigned lease shall have a term of ten years commencing on the effective date of assignment, with an option for one ten-year renewal; the term of the assigned lease and its extensions shall not exceed 20 years.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Date ____ / ____ / ____

Assignor

Assignee

Consent to Assignment

Whereas, the aforementioned lease agreement between JNC and City requires the City to agree to any assignment, and

Whereas, the City Council of the City of Medford finds the assignment from JNC to Coyote Trails to be in the best interests of the City;

NOW THEREFORE, the City Council for the City of Medford agrees to the above assignment.

Date ____ / ____ / ____

For City of Medford