

**AGREEMENT
PROFESSIONAL SERVICES
AGENT FOR REAL ESTATE TRANSACTIONS**

THIS AGREEMENT, made and entered into the 24th day of May, 1990, by and between:

Agent: Coldwell Banker
Roger Veatch & Associates, Inc.
2117 Portland Road
P.O. Box 759
Newberg, Oregon 97132

Attorney: Terrence D. Mahr
Attorney for Newberg Community Hospital
and the City of Newberg
414 East First Street
Newberg, Oregon 97132

WHEREAS, the Newberg Community Hospital, hereinafter referred to as "Hospital," is wholly owned by the City of Newberg; and

WHEREAS, the Hospital has authorized the Attorney to negotiate the purchase of certain real estate for the public purpose of operating and running a hospital; and

WHEREAS, the Hospital has authorized the Attorney to engage the professional services of the Agent.

NOW, THEREFORE, the Parties agree as follows:

1. **AUTHORITY.** The Attorney engages the services of the Agent to act as his agent in representing the Hospital concerning the negotiation, making of offers-to-purchase, solicitation of offers-to-purchase, purchase, and all other necessary negotiations in the purchase of certain real estate, including the improvements thereon, more specifically referred to as the following tax lots in Yamhill County:

- | | |
|-----------------|------------------|
| 1. 3217-CD-4700 | 7. 3217-CD-5200 |
| 2. 3217-CD-4701 | 8. 3217-CD-5300 |
| 3. 3217-CD-4800 | 9. 3217-CD-5400 |
| 4. 3217-CD-4900 | 10. 3217-CD-5600 |
| 5. 3217-CD-5000 | 11. 3217-CD-5700 |
| 6. 3217-CD-5100 | 12. 3217-CD-5800 |

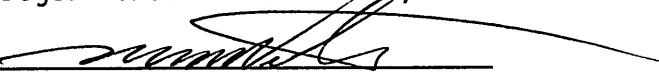
and any further property which the Attorney specifically authorizes.

The Agent shall work under the direction and supervision of the Attorney. All communications, documentation, instructions, and work products of the Agent are confidential, privileged and not a part of the public record. All such documents are protected by the Attorney/Client privilege.

2. PROFESSIONAL FEE. The Agent shall receive no fee for this work from either the Hospital or the seller of the said real estate. The Agent is offering their professional services as a public service. The Agent shall be reimbursed for all out-of-pocket expenses that are normally reimbursed such as, but not limited to, copying charges, long-distance telephone charges, mileage, and other normally reimbursable expenses.
3. INDEMNIFICATION. The Hospital shall defend, indemnify and hold harmless the Agent against any claim, demand, or action arising out of any of their work, duties, or actions arising out of the scope of the work performed pursuant to this Agreement. Further, the Hospital waives any right they have to go against the Agent for any claim for any work done or not done pursuant to this Agreement.
4. TERMINATION. This agreement may be terminated at any time by either party by giving reasonable notice of such termination.
5. SEVERABILITY. If any of these provisions of the agreement are declared to be unenforceable, the remainder of the provisions will remain in full force and effect.
6. INDEPENDENT CONTRACTOR. The Agent is acting as independent contractor and waives any rights to Workers' Compensation Benefits, Unemployment Benefits, and shall be responsible for any federal, state and local taxes.

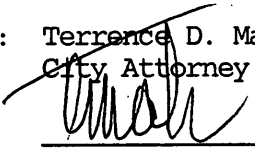
IN WITNESS OF THEIR AGREEMENT, the Parties have hereinafter affixed their signatures.

AGENT: COLDWELL BANKER
Roger Veatch & Associates, Inc.

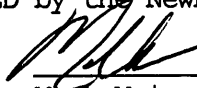
Signed: 
Roger Veatch

Signed: 
Marc Willcuts

ATTORNEY: Terrence D. Mahr
City Attorney

Signed: 
Terrence D. Mahr

AUTHORIZED by the Newberg Community Hospital Commission.

Signed: 
Mark Meinert
Hospital Administrator

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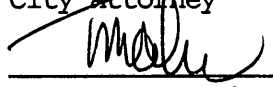
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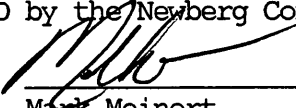
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Hospital Administrator