

**SECOND AMENDMENT TO PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

This Second Amendment to Purchase Agreement and Escrow Instructions (“**Amendment**”) is made effective _____, 2014 (“**Effective Date**”) by and among the City Center Development Agency, the Urban Renewal Agency of the City of Tigard (“**Agency**”), City of Tigard, an Oregon municipal corporation (“**Original Purchaser**”), and the Prudence M. Miller Trust (U/T/A dated March 16, 2004) (“**Seller**”).

RECITALS

A. By Ordinance No. 80-05 (1989) the City of Tigard established the Agency as a separate entity authorized to exercise all of the powers available to an Agency under ORS chapter 457, and designated the Tigard City Council as the governing body for the Agency.

B. Original Purchaser and Seller entered into a Purchase Agreement and Escrow Instructions dated January 10, 2014, and the Exhibits thereto (the “**Original Agreement**”), as amended by the First Addendum to Purchase Agreement and Escrow Instructions dated February 13, 2014 (collectively, the “**Agreement**”).

C. In order to better effectuate the City Center Development Plan, Original Purchaser and Agency have determined that the property that is the subject of the Agreement must be acquired by the Agency rather than the Original Purchaser, and Seller is willing to sell to Agency on the terms and conditions set forth therein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Original Purchaser hereby assigns its interest in the Agreement, and in the Earnest Money deposited thereunder, to Agency.

2. The undersigned hereby amend the Agreement to replace the City of Tigard as Purchaser with the “City Center Development Agency, the Urban Renewal Agency of the City of Tigard”, and more particularly as follows:

(a) On the first page, in the third line, delete the words “City of Tigard” and insert “City Center Development Agency, the Urban Renewal Agency of the City of Tigard, an ORS Chapter 457 urban renewal agency” (Agency) as the Purchaser.

(b) In Section 4.8, replace the term “Tigard City Council” with “Board of the City Center Development Agency” throughout the Section.

(c) In Section 14.8, delete the reference to “City Manager” and insert “Executive Director”.

(d) In the signature block, delete the phrase, “City of Tigard, an Oregon municipal corporation” and insert, “City Center Development Agency, the Urban Renewal Agency of the City of Tigard, an ORS chapter 457 urban renewal agency.”

(e) Replace Exhibit ‘B’, the Statutory Warranty Deed, with the attached revised Exhibit ‘B’, Statutory Warranty Deed naming Agency as the Grantee.

(f) Replace Exhibit 3.3, Assignment of Lease, with the attached revised Exhibit 3.3, Assignment of Lease naming Agency as the Grantee.

3. Agency acknowledges that Original Purchaser previously approved the Schedule B title exceptions appearing in Title Report No. 32F0003803 dated as of January 8, 2014 issued by Lawyer’s Title, and that Agency is bound by such approval.

4. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement remain in full force and effect. Agency hereby ratifies each and every act and notification of Original Purchaser to-date under the Agreement and Seller acknowledges such acts and notifications as those of Agency.

5. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

6. This Amendment may be executed in counterparts, by exchange of facsimile or electronic copies of executed signature pages, or both, with the same effect as if they were a single original instrument bearing original signatures.

City of Tigard

By: _____
Name: _____
Its: _____

Agency

By: _____
Name: _____
Its: _____

Seller

**Prudence M. Miller Trust U/T/A
dated May 16, 2014**

By: _____
Prudence M. Miller, Trustee

EXHIBIT B

AFTER RECORDING RETURN TO:
City Center Development Agency
13125 SW Hall Blvd
Tigard OR 97223

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:
City Center Development Agency
13125 SW Hall Blvd
Tigard OR 97223

This space is reserved for recorder's use.

STATUTORY SPECIAL WARRANTY DEED

Prudence M. Miller Trust U/T/A dated March 16, 2004, Grantor, whose address is 4220 SW Green Leaf Drive, Portland, OR 97221, conveys and warrants to the City Center Development Agency, the Urban Renewal Agency of the City of Tigard, Grantee, whose address is 13125 SW Hall Blvd, Tigard, OR 97223 the following described real property free of encumbrances created or suffered by Grantor except as specifically set forth herein:

See Exhibit A attached hereto.

The true consideration for this conveyance is One Million Three Hundred Thousand and No/100 Dollars. This conveyance is made subject to the matters set forth on Exhibit B attached hereto.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2014.

GRANTOR
Prudence M. Miller Trust U/T/A dated
March 16, 2004

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2014 by
_____ as _____ of the Prudence M. Miller Trust U/T/A dated March 16, 2004.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTED:

GRANTEE

City Center Development Agency

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2014, by
_____ as _____ of the City Center Development Agency.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit A
[to be provided by Escrow Holder]

Exhibit B
[to be provided after review of preliminary report]

Exhibit 3.2
ASSIGNMENT OF LEASE

THIS Assignment and Assumption of Lease (“Agreement”) is made as of this ___ day of _____, 2014, between Prudence M. Miller Trust U/T/A dated March 16, 2004 (“Assignor”) and the City Center Development Agency, the Urban Renewal Agency of the City of Tigard (“Assignee”).

RECITALS

A. Assignor owns the fee interest in those certain premises described on Exhibit A attached and incorporated hereto (the “Premises”).

B. A portion of the Premises are leased pursuant to the lease attached and incorporated as Exhibit B (the “Lease”). Assignor holds all right, title and interest in and to the lessor’s interest under the Lease.

C. Pursuant to that certain Purchase Agreement and Escrow Instructions dated January 10, 2014, between Assignor and Assignee (the “Agreement”), Assignor has agreed to sell the Premises to Assignee and in connection with the sale has agreed to assign the Lease to Assignee and Assignee has agreed to assume the Lease.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

Effective as of the Effective Date of this Assignment, Assignor hereby transfers, sets over and assigns to Assignee all right, title and interest of Assignor in and to the Lease, TO HAVE AND TO HOLD the same to Assignee, its successors and assigns forever; SUBJECT , HOWEVER, to each and every provision of the Lease and as hereinafter provided.

2. Acceptance of Assignment.

Effective as of the Effective Date, Assignee accepts the within assignment and agrees to perform and discharge all of the covenants, terms, conditions and provisions to be kept, observed and performed by Assignor as lessor under the Lease.

3. Assignor’s Indemnity of Assignee.

Assignor hereby agrees to defend and indemnify Assignee, its directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney’s fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignor as lessor under the Lease prior to the Effective Date.

4. Assignee's Indemnity of Assignor.

Within the limits of the Oregon Tort Claims Act and Oregon Constitution, Assignee hereby agrees to defend and indemnify Assignor, and its respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignee, its successors or assigns, as the lessor under the Lease from and after the Effective Date.

5. Effective Date.

This Assignment shall be effective as of the date of recording of the deed conveying title to the Premises to Assignee (the "Effective Date").

6. Counterparts.

This Assignment may be executed in one or more counterparts by the parties hereto. All Counterparts shall be construed together and shall constitute one agreement.

7. Binding Effect.

This Assignment shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on behalf of each of them respectively, by their respective officers thereunto duly authorized, in multiple originals, all as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Prudence M. Miller Trust U/T/A dated March 16, 2004

City Center Development Agency

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Premises

EXHIBIT B

The Lease