



defined in Paragraph 3 below (the **“Purchase Price”**), with the deed conveying title to Purchaser being subject solely to the Rivergate Standards deed restriction contained in the deed for the Property from the Port of Portland to Seller, together with exceptions 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18, contained in the Preliminary Title Report from Chicago Title Company dated November 16, 2017, which are all Permitted Exceptions. In consideration for Seller’s reduction of the Purchase Price and condition of title as set forth above, Purchaser waives its Due Diligence Preconditions to Closing and agrees that the \$200,000 Initial Deposit of Earnest Money shall become nonrefundable immediately upon full execution of this Second Amendment to the PSA.”

- 2. The first sentence of **Section 4. Closing** is amended by deleting ~~struck through~~ text and adding underlined text, to read:

**“4. Closing.** Closing (the **“Closing”**) shall take place at the offices of the Escrow Agent on or before 5:00 PM on Friday, April 20, 2018, no later than forty five (45) sixty (60) days after expiration of the Due Diligence Period, as it may be extended in accordance with Section 3.”

The last sentence of **Section 4. Closing** is deleted in its entirety.

- 3. Except as expressly amended herein, all other terms and conditions of the PSA shall remain in full force and effect.
- 4. **Effective Date.** The effective date of this Second Amendment to & Reinstatement of Agreement of Purchase and Sale is the 12<sup>th</sup> day of April, 2018.

**IN WITNESS HEREOF**, the duly authorized representatives of the parties have executed and agreed to this Second Amendment to & Reinstatement of Agreement of Purchase and Sale as of the Effective Date.

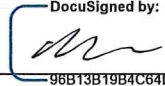
**SELLER:**

**MULTNOMAH COUNTY,  
an Oregon political subdivision**

By:   
Deborah Kafoury, Chair

**PURCHASER:**

**KEHOE NORTHWEST PROPERTIES,  
LLC, an Oregon limited liability  
company**

By:   
Martin Kehoe, Manager

**REVIEWED:**

**JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY**

By: 

Kenneth M. Elliott  
Assistant County Attorney