

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is effective as of _____, 2015 (the "Effective Date"), by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("Seller"), and CENTRAL CITY CONCERN, an Oregon non-profit corporation ("Buyer").

RECITALS:

- A. Seller and Buyer entered into a Purchase and Sale Agreement that was executed on May 18, 2005 (the "Agreement"), pursuant to which Seller agreed to sell that certain property more particularly described in the Agreement (the "Property") on the terms set forth in the Agreement.
- B. Seller sold and Buyer bought the Property on or about June 30, 2005 ("Closing").
- C. Upon Closing, the entire Agreement merged into the Bargain and Sale Deed that memorialized the sale of the Property from Seller to Buyer, except Paragraph 19 of the Agreement which survived the close of escrow.
- D. Seller and Buyer want to amend Paragraph 19, of the Agreement, hereinafter referred to as "Section 19"; as further provided below to more specifically define the obligations of Seller and Buyer should Buyer sell the Property or any portion thereof.
- E. Since the conveyance of the Property in 2005 to Buyer, the Property has been developed at substantial public expense as a mental health crisis and treatment center, for which use and purposes Seller leases the Property from Buyer; and said crisis and treatment center is an essential element of Seller's provision of crucial mental health services in the community.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

- 1. Defined Terms. Except as specified to the contrary in this Amendment, all defined terms in the Agreement have the same meanings in this Amendment.
- 2. Proceeds of Future Property Sales. Section 19 of the Agreement shall be replaced in its entirety with the following as of the Effective Date of this Amendment:

19. Sale of Property, Parties to Share Net Proceeds.

19.1 Section 19 Definitions: For purposes of Section 19 of the Agreement, the definitions of the following terms shall apply:

- 19.1.1 *Buyer's Proceeds*. Exactly one-half (1/2) of the Net Proceeds from The Sale of the Property.
- 19.1.2 *Exception to Sharing Net Proceeds*. Where Buyer uses the Net Proceeds of The Sale, to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or low income housing projects in Multnomah County, Oregon, that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement, Buyer shall be entitled to keep the Net Proceeds of The Sale, and any interest derived therefrom; provided that the use of the Net Proceeds of The Sale for low income housing projects under this definition shall only apply to a sale of a portion of the Property as provided in Subsection 19.4.

- 19.1.3 *Net Proceeds.* Buyer's Proceeds plus Seller's Proceeds from The Sale.
 - 19.1.4 *Seller's Proceeds.* Exactly one-half (1/2) of the Net Proceeds from The Sale of the Property.
 - 19.1.5 *The Sale.* Any sale of the Property or any portion of the Property by Buyer before such time that the Seller confirms in writing to Buyer that Seller's need and use of the Property (or if applicable any portion thereof) as a mental health treatment facility or similar community health service facility is no longer needed at the Property.
 - 19.1.6 *Written Notice.* Written Notification from Buyer that Seller's Proceeds are necessary for Buyer to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or low income housing projects in Multnomah County, Oregon; that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement. The Notice under this Subsection shall detail the closing date, the escrow account and other such information relating to the imminent transaction that warrant the timely release of the Sellers Proceeds.
- 19.2 If Buyer sells the Property or any portion of the Property as described in Subsection 19.1.5 ("The Sale") Buyer and Seller shall share equally the Net Proceeds received by Buyer.
- 19.3 However, if Buyer uses the Net Proceeds of The Sale to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities to replace the Seller's mental health facility with a facility as good or better, the Exception to Sharing Net Proceeds shall apply, and Buyer shall be entitled to keep the Net Proceeds of The Sale. In that situation, Seller's Proceeds shall be segregated and placed in an interest bearing account owned by Seller until such time as Seller receives Written Notice from Buyer. Seller hereby agrees to release its interest in Seller's Proceeds to Buyer, including any interest accrued, no later than fifteen (15) calendar days of receipt of Buyer's Written Notice.
- 19.4 Or if Buyer sells only a portion of the Property that does not interfere with or displace the mental health facility use as noted in Recital E and uses the Net Proceeds of The Sale under this Subsection to acquire, develop, construct, rehabilitate, or otherwise improve low income housing projects that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement, the Exception to Sharing Net Proceeds shall apply, and Buyer shall be entitled to keep the Net Proceeds of The Sale. In that situation, Seller's Proceeds shall be segregated and placed in an interest bearing account owned by Seller until such time as Seller receives Written Notice from Buyer. Seller hereby agrees to release its interest in Seller's Proceeds to Buyer, including any interest accrued, no later than fifteen (15) calendar days of receipt of Buyer's Written Notice.
- 19.5 Should Buyer choose, in its sole discretion, not to use Seller's Proceeds from The Sale for any purpose that would invoke the Exception to Sharing Net Proceeds provision as provided in this Section 19, Buyer shall deliver to Seller Seller's Proceeds upon closing of The Sale, including interest, if any, that is attributable to Seller.

19.6 The provisions of this Section 19 shall remain in effect until the Seller confirms in writing to Buyer that Seller's need and use of the Property (or if applicable any portion thereof) as a mental health treatment facility or similar community health service facility is no longer needed at the Property. Thereafter upon the receipt of such written confirmation from Seller, Buyer may sell, in its sole discretion, any portion of the Property for any purpose whatsoever, and shall be entitled to retain all of the proceeds derived therefrom, no matter the purpose for which the proceeds shall be applied.

19.7 The provisions of this Section 19 shall not merge into the deed and the recordation of the deed in the official records. Nothing contained in this Section 19 is intended to prohibit Buyer from immediately retaining and utilizing Buyer's Proceeds derived from The Sale whether Buyer's Proceeds are to be used 1) to acquire, develop, construct, rehabilitate, or otherwise improve one or more health care facilities or housing projects that provide services within the scope of Buyer's nonprofit public benefit purpose as of the Effective Date of this Agreement; or 2) for any purpose not contained in the Exception to Sharing Net Proceeds provision.

19.8 With respect to any release and use of the Seller's Proceeds as provided for under Subsections 19.3 and 19.4 respectively, should Buyer not complete one or more of the transactions authorized under said Subsections in a timely, efficient manner and bring such transaction(s) in to use for one or more of the authorized purposes identified in said Subsections within five (5) years of the Seller's Release of the Proceeds; Buyer shall at Seller's sole discretion, be subject to refund of the Seller Proceeds to Seller. Provided, if Buyer is able to show to the reasonable satisfaction of Seller, that Buyer made best efforts to complete the authorized transaction, but was subject to conditions beyond Buyer's reasonable control that prevented said completion, Buyer will be relieved of any obligation to refund the Seller's Proceeds.

3. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which is considered an original, but together are one agreement. Facsimile and electronic mail signatures are binding on the party providing such signature.

SELLER:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____
Name: Deborah Kafoury
Title: Multnomah County Chair

BUYER:

CENTRAL CITY CONCERN, an Oregon nonprofit
corporation

By: _____
Name: _____
Title: _____

