

SECOND AMENDMENT

This is the Second Amendment to that certain Purchase and Sale Agreement by and between THE CITY OF SALEM, an Oregon municipal corporation ("Purchaser") and SUSTAINABLE FAIRVIEW ASSOCIATES, LLC, an Oregon limited liability company ("Seller"), dated August 21, 2015 (Agreement). This Second Amendment is effective on the date last signed by both parties below.

RECITALS:

Whereas, pursuant to the Agreement, Purchaser agreed to purchase from Seller, certain real property located at 2250 Old Strong Road SE, Salem, Marion County, Oregon, commonly known as the former Fairview Training Center, and as described in the Agreement (the "Premises"); and

Whereas, Purchaser and Seller desire to amend the Agreement to extend the Closing date;

Now therefore, the Parties agree that the following sections of the Agreement be amended as shown below:

11. **Closing.** The term "Closing" as used in this Agreement means the payment by the Purchaser to Seller of that portion of the Purchase Price due at Closing and the delivery by Seller to Purchaser of the warranty deed and title insurance policy. Unless otherwise agreed by the parties, or the Agreement is terminated pursuant to Sections 4, 5 and 6, Closing shall take place at the earliest possible date, but no later than ~~May 1, 2016~~ July 1, 2016. This transaction shall be closed through an escrow that is to be held by a title company mutually agreed upon by Purchaser and Seller. Each party shall execute and deliver on a timely basis all escrow instructions, deeds, declaration of restrictive covenants, and other documents reasonable necessary to close this transaction.

Except as set forth in this Second Amendment, the terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF the parties have caused this Second Amendment to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

PURCHASER:
City of Salem

SELLER:
Sustainable Fairview Associates, LLC

By: *Kerby Roman*
Its: *Deputy City Manager*
Date: *4/29/16*

By: *Sam Hall*
Its: *MANAGING MEMBER*
Date: *4/27/16*