PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6555

AUTHORIZING AMENDMENT NUMBER FOUR TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT WITH
SONEED, LLC FOR STATION PLACE LOT 2 IN THE RIVER
DISTRICT URBAN RENEWAL AREA

WHEREAS, the Station Place Lot 2 commercial development is one component of a
multi-phased, mixed-use project in the River District Urban Renewal Area;

WHEREAS, on July 13, 2005, the Portland Development Commission ("PDC") Board of
Commissioners ("Board") adopted Resolution No. 6276 authorizing the Executive Director to
enter into negotiations with Soneed, LLC ("Soneed") to build the new headquarters for Ziba
Design, Inc. ("Ziba"), an internationally renowned design firm;

WHEREAS, on February 8, 2006, the Board adopted Resolution No. 6326 authorizing
the Executive Director to execute a Disposition and Development Agreement For Lot 2 – Station
Place Redevelopment with Soneed ("DDA");

WHEREAS, significant progress has been made to date, including redesign of the
building and site, renegotiation and execution of easements, and resolution of outstanding title
issues;

WHEREAS, on August 24, 2006, Amendment Number One to the DDA was executed by
the Executive Director and Soneed extending the Schedule of Performance by 60 days in order
to allow Soneed time to develop a more feasible project schedule;

WHEREAS, on November 8, 2006, the Board adopted Resolution No. 6410 authorizing
Amendment Number Two to the DDA extending the Schedule of Performance by six months to
allow Soneed time to finalize redesign of the building, secure construction and private financing,
and obtain necessary approvals;

WHEREAS, on April 25, 2007, the Board adopted Resolution No. 6475 authorizing
Amendment Number Three to the DDA extending the Schedule of Performance by six months to
allow Soneed time to finalize redesign of the building, secure construction and private
financing, and obtain necessary approvals, and deleting Section 5.3.1 Pedestrian Connection
from the DDA eliminating the requirement that the Pedestrian Connection be constructed;

WHEREAS, an amendment to the DDA extending the Final Termination Date and the
Schedule of Performance is necessary to provide additional time for Soneed to meet the
conditions precedent to conveyance;

WHEREAS, an amendment to the DDA acknowledging the existence of certain pilings
and related concrete structure associated with the previous placement of a tower crane on Lot is
necessary to fully disclose the condition of the property; and
WHEREAS, an amendment to the DDA allowing for the creation of a deposit account to be funded from the proceeds of the sale in the amount of twenty thousand dollars ($20,000) to reimburse Soneed for incidental construction costs incurred as a result of the recently discovered existence of the pilings and related concrete structure mentioned above.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to execute Amendment Number Four to the DDA substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on February 13, 2008.

[Signature]
Renee A. Castilla, Recording Secretary
AMENDMENT NUMBER FOUR

to
DISPOSITION AND DEVELOPMENT AGREEMENT
FOR LOT 2 – STATION PLACE REDEVELOPMENT

between

THE CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION

and

SONEED, LLC, an Oregon limited liability company

In consideration of the mutual benefits to be realized by the Parties to this Amendment Number Four, SONEED, LLC, an Oregon limited liability company, ("Developer") and the City of Portland, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated urban renewal agency of the City of Portland ("PDC") hereby amend that certain Disposition and Development Agreement, entered into on February 9, 2006, a memorandum of which was recorded on September 29, 2006 in the real property records of Multnomah County as document number 2006-182375, as amended by that certain Amendment Number One dated August 24, 2006 and recorded on September 26, 2006 in the real property records of Multnomah County as document number 2006-182376, as amended by that certain Amendment Number Two dated November 8, 2006 and recorded on March 9, 2007 in the real property records of Multnomah County as document number 2007-042217, and as amended by that certain Amendment Number Three dated April 25, 2007 and recorded on July 13, 2007 in the real property records of Multnomah County as document number 2007-127013 (the "Agreement"), as follows:

1. Section 1.5.6 is amended to read as follows:

1.5.6 Final Termination Date. If all of the conditions precedent have not been satisfied, waived or otherwise resolved pursuant to this Agreement by May 15, 2008, then this Agreement shall automatically terminate on May 15, 2008 ("Final Termination Date") unless a party is proceeding to cure any default of this Agreement and the allowed cure period after notice has not expired, in which event such Final Termination Date shall be extended by such remaining period or the Final Termination Date is extended by agreement of the Parties prior to the Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of an Unavoidable Delay, as described in Section 10.8 below. If the Final Termination Date is extended by a party for a period of Unavoidable Delay, the maximum cumulative period of extending the Final Termination Date based on Unavoidable Delay(s) applicable to such party shall be (A) twelve (12) months for any delay(s) based on either (but not both) (i) Extreme Economic Downturn delay, or (ii) categories of Unavoidable Delays other than Extreme Economic Downturn, and (B) eighteen (18) months in the aggregate for any cumulative period of Unavoidable Delay that includes both (i) Extreme Economic Downturn delay (not to exceed 12 months), or (ii) categories of Unavoidable Delays other than Extreme Economic Downturn (not to exceed 12 months). If the Agreement is terminated for failure of satisfaction of the conditions precedent, and such failure is not the result of a breach of this Agreement by either Party, then, except for PDC's retention of the
Initial Deposit in the circumstances described in Section 1.5.5 above, the obligations of the Parties to each other under this Agreement shall terminate.

2. Section 1.6.4 (g) is amended to read as follows:

Except as heretofore disclosed to Developer by PDC in writing, including, without limitation, the existence on the Property of certain pilings and concrete cap associated with the construction of the adjacent REACH tower, the Property is free from poorly or improperly filled ground or other geological or engineering conditions actually known to or caused by PDC that may preclude, significantly interfere with or significantly increase the cost of the development and/or use of the Property; and

3. Section 6.3 is added to read as follows:

PDC will create an account in the amount of twenty thousand dollars ($20,000) to be used to reimburse Developer for actual construction costs incurred due to the existing pilings and concrete cap embedded in the Property. Upon Developer’s completion of construction activities related to the piling and concrete cap, Developer shall provide PDC with an accounting of the construction satisfactory to PDC with sufficient detail, including, without limitation, a description of the work performed and contractor’s schedule of values, in order to ascertain the costs. PDC may reasonably reject any costs that are not attributable to the piling and cap, but if PDC does not object to the costs, the costs shall be deemed acceptable to PDC on the tenth day after receipt. Within thirty (30) days of PDC’s acceptance of the piling and cap construction costs, PDC shall pay to Developer the acceptable costs.

4. EXHIBIT C SCHEDULE OF PERFORMANCE to the Agreement is replaced in its entirety with the Schedule of Performance attached hereto as Exhibit A.

This Amendment Number Four is dated effective as of February 13, 2008.

Except as set forth in this Amendment Number Four, all terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, PDC and Developer have each caused this Amendment Number Four to be duly executed on its behalf on or as of the effective date stated above.

SONEED, LLC, an Oregon limited liability company

By: _____________________________
   Sia Vossoughi, Manager

City of Portland, acting by and through the PORTLAND DEVELOPMENT COMMISSION,

By: _____________________________
   Bruce A. Warner, Executive Director

APPROVED AS TO FORM:

_______________________________
PDC Legal Counsel
STATE OF OREGON  
)  
) ss.  
County of Multnomah  
)

This instrument was acknowledged before me on February ___, 2008, by Sia Vossoughi, duly authorized Manager of SONEED, LLC, an Oregon limited liability company on its behalf.

______________________________
Notary Public for Oregon
My commission expires: ________

STATE OF OREGON  
)  
) ss.  
County of Multnomah  
)

This instrument was acknowledged before me on February ___, 2008, by Bruce A. Warner, Executive Director of the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland on its behalf.

______________________________
Notary Public for Oregon
My commission Expires: ________
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Close Escrow of Sale and Convey Lot 2 to Developer</td>
<td>No Later Than May 15, 2008</td>
</tr>
<tr>
<td>Developer Commences Construction of Improvements on Lot 2</td>
<td>No Later Than June 15, 2008</td>
</tr>
<tr>
<td>Developer Completes Construction on Lot 2</td>
<td>No Later Than September 15, 2009</td>
</tr>
</tbody>
</table>
Resolution Number 6555

TITLE: AUTHORIZING AMENDMENT NUMBER FOUR TO THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH SONEED, LLC FOR STATION PLACE LOT 2 IN THE RIVER DISTRICT URBAN RENEWAL AREA

Adopted by the Portland Development Commission on February 13, 2008.

<table>
<thead>
<tr>
<th>PRESENT FOR VOTE</th>
<th>COMMISSIONERS</th>
<th>VOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>Mark Rosenbaum, Chair</td>
<td>☑</td>
</tr>
<tr>
<td>☑</td>
<td>Sal Kadri</td>
<td>☑</td>
</tr>
<tr>
<td>☑</td>
<td>Bertha Ferrán</td>
<td>☑</td>
</tr>
<tr>
<td>☑</td>
<td>Charles Wilhoite</td>
<td>☑</td>
</tr>
<tr>
<td>☑</td>
<td>John Mohlis</td>
<td>☑</td>
</tr>
<tr>
<td>☑</td>
<td>Consent Agenda</td>
<td>☑</td>
</tr>
<tr>
<td></td>
<td>Regular Agenda</td>
<td>☑</td>
</tr>
</tbody>
</table>

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.

Date: March 12, 2008

Renee A. Castilla, Recording Secretary