

ATTACHMENT B:

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, **KING COUNTY**, a political subdivision of the State of Washington (the "**Seller**") and **CTT, LLC**, a Washington limited liability company (the "**Buyer**"), hereby agree to amend that certain Real Estate Purchase and Sale Agreement between the Parties with the Effective Date of August 18, 2017 (the "**Agreement**"). This "**First Amendment**" shall be effective as of the date it has been fully executed by both Parties.

RECITALS

A. Buyer and Seller are Parties to the Agreement by which Seller has agreed to sell and Buyer to purchase that certain real property located at 28411 Covington Way SE, King County, State of Washington (the "Property").

B. The Parties desire to adjust and clarify the deadline and requirements for Closing.

THEREFORE, for valuable consideration, the parties hereby mutually agree as follows:

1. The Agreement is hereby amended by striking Recital B in its entirety and replacing it with the following:

B. Seller desires to sell the Land and Buyer desires to purchase the Land. The Parties agree that the sale of the Land is conditioned on the Buyer granting to Seller a utility and access easement and agreement, as further described herein, immediately after the conveyance of the Land. The sale of the Land will be coordinated with the "Phase 2 Closing," as described in the Fall City Site Real Estate Purchase and Sale Agreement between the Parties dated December 19, 2012 and all amendments thereto ("**Fall City Agreement**").

2. The Agreement is hereby amended by striking Section 5.2 in its entirety and replacing it with the following:

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("**Council Approval Contingency**"). The Council Approval Contingency will be satisfied if the Metropolitan King County Council (the "**Council**") passes an ordinance approving the conveyance of the Property pursuant to the terms of this Agreement ("**Ordinance**"), and the Ordinance becomes effective on or before March 31, 2018 ("**Council Approval Period**"). If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

3. The Agreement is hereby amended by adding a new Section 5.3 as follows:

5.3. FALL CITY PHASE 2 CLOSING. The Parties agree that the Closing on the Property shall be coordinated with the Phase 2 Closing described in the Fall City Agreement as follows: after the deed conveying the Property is recorded, immediately thereafter the deed for the Phase 2 Closing will be recorded.

4. The Agreement is hereby amended by striking Section 10.1 in its entirety and replacing it with the following:

10.1 CLOSING/CLOSING DATE. The Closing shall take place on a date specified by Buyer upon thirty (30) days' advance written notice to Seller, but in all events on or before September 1, 2018, or such later date as may be mutually agreed upon in writing by the Parties ("**Closing Date**"). The Closing shall be coordinated with the Phase 2 Closing described in the Fall City Agreement as follows: after the deed conveying the Property to Buyer is recorded, immediately thereafter the deed for the Phase 2 Closing will be recorded. The Parties have established an escrow account with the Escrow Agent and Buyer has deposited the Earnest Money. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of Escrow Agent in Seattle, Washington.

5. Capitalized terms used in this First Amendment and not otherwise defined in this First Amendment have the same meanings as in the Agreement. Except as amended by this First Amendment, the Agreement remains in full force and effect.

6. This First Amendment may be executed in identical counterparts, and may be delivered by email transmission. At the request of either Party, the Parties will deliver original ink signatures to each other.

EXECUTED on the dates set forth below:

SELLER: KING COUNTY

By: [Signature]
Name: Anthony Wright
Title: Director, Facilities Management Division

Date: 1/19/18

BUYER: CTT, LLC

By: [Signature]
Name: Tony Bennett
Title: Managing Member

Date: 1/19/18

APPROVED AS TO FORM:

By: [Signature]
Senior Deputy Prosecuting Attorney