

**SECOND AMENDMENT
TO
10808 NE 145th Street, Bothell
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, KING COUNTY, a political subdivision of the State of Washington ("King County" or "County") and Tangerine Travel Limited, LLC ("TTL"), hereby agree to amend that certain Real Estate Purchase and Sale Agreement ("Agreement"), dated June 6, 2016. THIS SECOND AMENDMENT is made as of the date this instrument is fully executed by and between TTL and King County.

RECITALS

A. TTL and County are parties to the Agreement by which King County has agreed to sell certain real property located at 10808 NE 145th Street, Bothell, Washington (the "Property") to TTL, subject to the terms and conditions set forth in the signed purchase and sale agreement dated June 6, 2016 ("Effective Date"), as amended by the First Amendment to 10808 NE 145th Street, Bothell Real Estate Purchase and Sale Agreement dated August 2, 2016.

B. Section 10.5 requires the Parties to execute a lease under which the Seller shall lease the premises described in the lease from the buyer commencing on the Closing Date.

C. The Parties wish to clarify the terms and conditions of the lease referenced in Section 10.5 of the Agreement and attached thereto as **Exhibit F**.

E. Capitalized terms not otherwise defined in this Amendment shall have the meaning assigned to them in the Agreement.

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

1. **Exhibit F, Lease Agreement, shall be amended by striking Section 7 in its entirety and replacing it with the following:**

7. **Utilities and Services.** Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) janitorial service, recycling and trash removal on weekdays, other than national holidays; (iv) electrical current reasonably sufficient for Tenant's use; and (v) sewer service. Tenant shall furnish its own telephone, internet and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct or breach of Lease, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease. Unless otherwise elected by Tenant, any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant.

2. **Exhibit F, Lease Agreement, shall be amended by striking Section 9 in its entirety and replacing it with the following:**

9. **Maintenance and Repairs.** Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing; floor coverings; window coverings;

elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

3. All other terms and conditions shall remain unchanged and in full force and effect.


EXECUTED as of the dates set forth below.

KING COUNTY

By: 
Anthony Wright
Director, King County Facility Management Division

Date: 9/9/2016, 2016

TTL, LLC

By: 
Angela D. Lepley, Member
TTL, LLC

Date: 9/7, 2016

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney