Attachment A

THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE
AGREEMENT (the "Amendment") is made and entered into effective as of the day of
, 2011, by and between KING COUNTY, a municipal corporation and
political subdivision of the state of Washington ("Seller"), and NORTH LOT DEVELOPMENT,
L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated June 21, 2007 (the "Agreement") which provided for the sale by Seller and the purchase by Buyer of certain real property in Seattle, Washington, which property is more specifically described in the Agreement (the "Property"); and

WHEREAS, the Agreement was amended by a First Amendment dated September 28, 2007; a Second Amendment dated October 28, 2007; a Third Amendment dated November 20, 2007; a Fourth Amendment dated January 31, 2008; a Fifth Amendment dated March 20, 2008; a Sixth Amendment dated April 30, 2008; Seventh Amendment dated December 17, 2008; an Eighth Amendment dated June 30, 2009; a Ninth Amendment dated August 29, 2009; a Tenth Amendment dated January 26, 2010; the Eleventh Amendment dated June 24, 2010; and the Twelfth Amendment dated October 20, 2010; and

WHEREAS, the City of Seattle has issued a Master Use Permit dated the 16th day of April, 2010, under Permit No. 3009251 for the development of the Property (the "MUP"); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The text of Section 4.5 is of the Agreement is hereby amended with the addition of the following sentence to the end of the second paragraph:

The covenants and conditions contained herein may, however, be limited to specific portions of the Property as explicitly provided for in Sections 4.5.3 and 4.5.5 of the Agreement.

- 2. The following new provisions are hereby added to Section 4.5.3, which will be subsections h., i and j. to read as follows:
 - h. Buyer, at its option, may at Closing allocate the required Affordable Housing units between the East Block of the Property ("East Block") and the West Block of the Property ("West Block") in separate covenants for each Block such that seventy (70) Affordable Housing units are required to be provided on the East Block of the Property and thirty (30) Affordable Housing units are required to be provided on the West Block of the Property; subject to Buyer's right to move some or all of the Affordable Housing units from the East Block off-site in the manner provided in the Twelfth Amendment. For the purposes of this Agreement, the East Block is legally described as Parcel Z of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County and the West Block is legally described as Parcels X and Y of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County. However, if a new Lot Boundary Adjustment that is substantially the same as the proposed Lot Boundary Adjustment depicted in Exhibit A attached to and incorporated herein by this reference is recorded against the Property and that Lot Boundary Adjustment does not reduce the amount of land available for building structures on the East Block from what would be available from the lots depicted in Exhibit A, then the legal descriptions of the East Block and the West Block may be amended to conform to said new Lot Boundary Adjustment.
 - i. If Buyer elects to provide off-site Affordable Housing units as permitted under Section 4.5.3.g. of this Agreement and executes and records an instrument as required by Section 4.5.3.g(v) of this Agreement against the off-site property for a specific number of Affordable Housing units, then the requirement for the corresponding number of Affordable Housing units on the East Block shall be satisfied through the process set forth in Section 4.5 of this Agreement.
 - j. When all of the Affordable Housing units required by this Agreement to be located on either the East Block or the West Block are completed and available for occupancy, then Buyer may amend any covenant for

any required Affordable Housing units on such Block to limit such requirement to only the portion of the Block where the Affordable Housing Units that are completed and available for occupancy are located, provided that the covenant continues to fully bind (i) the building or the master condominium unit in which any Affordable Housing unit is located and, if applicable, the individual condominium unit that is an Affordable Housing unit, and (ii) the land on which such building, such master condominium unit, and the individual Affordable Housing units are located in the manner described in Section 4.5 of this Agreement, and further provided that all other terms of the Affordable Housing covenant being amended remain in full force and effect.

3. The text of Section 4.5.5 of the Agreement is hereby amended with the addition of the following sentence at the end of the section:

Buyer shall covenant to provide the PSA's permanent replacement parking on the East Block and the permanent parking requirements of this covenant shall apply solely to the East Block.

- 4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement.
- 5. Except as previously amended and as hereby amended, the terms of the Agreement shall remain in full force and effect.

"SELLER"

KING COUNTY, a municipal corporation and political subdivision of the state of Washington

By		
Its		

APPROVED AS TO FORM:	
By	
Deputy Prosecuting Attorney	
"BUYER"	NORTH LOT DEVELOPMENT, L.L.C. a Delaware limited liability company
	By: Daniels Development Co., LLC, Manager
	By
	Kevin D. Daniels, Manager
APPROVED AS TO FORM:	
By	
Counsel to North Lot Development	, L.L.C.

Exhibit A to Thirteenth Amendment to Purchase and Sale Agreement

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	SITE NOTES:	ALAN CORNELL	GRANTOR (Owners): KING COUNTY ALAN	
		CONTACT PERSON:	BUUNDAKT ADJU	
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