

After recording return to:
Denise M. Hamel, Esq.
Lawler, Burroughs & Baker, P.C.
999 Third Ave., Suite 4750
Seattle, Washington 98104



200211120266
Skagit County Auditor

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ISLAND TITLE CO.

RIGHT OF FIRST REFUSAL

THIS AGREEMENT made this 8th day of November, 2002 by and between PMW, a Washington general partnership ("Grantor"), and GREGORY E. FRITZ and JANELLE M. FRITZ, husband and wife ("Grantee"):

WHEREAS, Grantor is the owner of the real property legally described as Units 210A, 210B, 210C and 210D of the PMW Building Condominium, according to the Declaration and Bylaws thereof recorded under Auditor's File Nos. 9802250114 and 9802130062 and Survey Map and Plans thereof recorded at Vol. 17 of plats, pages 1 and 2, records of Skagit County.

Tax Parcel Nos.: P112687, P112688, P112689, P112690

WHEREAS, Grantee is the Buyer of Unit 110 of the above referenced condominium.

Tax Parcel No.: 4713-000-110-0000 P112685

WHEREAS, pursuant to a Commercial and Investment Real Estate Purchase and Sale Agreement dated November 4, 2002 with Addenda ("REPSA"), the parties are required to record this right of first refusal.

WITNESSETH:

In consideration of the REPSA and the mutual benefits contained herein, the parties agree to the following:

1. **Right of First Refusal.** Grantor grants Grantee the right of first refusal in connection with any proposed sale or transfer of Units 210 A, B, C, and D on the following terms:

Upon receipt, Grantor shall deliver to Grantee a copy of any bona fide offer to purchase, exchange or otherwise transfer any of the referenced units. Grantee shall then have five (5) days from the receipt to give Grantor written notice of an election to purchase the

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ACCOMMODATION RECORDING

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity.

property at the same price, terms and conditions as set forth in the bona fide offer. If no written notice of the election is given, all rights to purchase under this agreement shall terminate. Should the proposed sale fail for any reason, or in the event the terms of the bona fide offer are changed (with the exception of an extension of closing), Grantee's rights of first refusal shall be restored.

2. Venue. Any case or controversy regarding the interpretation or enforcement of this Agreement shall be decided by the Superior Court of Skagit County, Washington.

3. Attorney's Fees. If by reason of any breach of this Agreement, an aggrieved party employs an attorney whether to seek injunctive relief or damages from this agreement, the prevailing party shall have and recover against the breaching party, such sum(s) as the court may adjudge to be reasonable attorney's fees in addition to costs allowed by law.

4. Covenant Running with Land: The parties having privity of estate and agreeing and making these promises as owners of interest in these lands, intend that this Agreement run with the land and bind their respective heirs, successors and assigns. This Agreement shall be recorded against Units 210A, B, C, and D and Unit 110.

DATED this _____ day of _____, 2002.

Grantor:

PMW, a Washington general partnership

By: Ronald A. Woolworth
Name: Ronald A. Woolworth
Its: general partner

Grantee:

Gregory E. Fritz
Gregory E. Fritz

Janelle M. Fritz
Janelle M. Fritz

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State of Washington,

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) ss:

County of Skagit

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I certify that I know or have satisfactory evidence that Ronald A. Woolcott is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the general partner of PMW, a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-8-02

Mary Mansfield
Print: Mary Mansfield



Notary Public in and for the State of Washington, residing at Amesbury
My appointment expires: 10-28-05

State of Washington,

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) ss:

County of Skagit

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I certify that I know or have satisfactory evidence that Gregory E. Fritz and Janelle M. Fritz appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-8-02

Mary Mansfield
Print: Mary Mansfield
Notary Public in and for the State of Washington, residing at Amesbury
My appointment expires: 10-28-05

