

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1458



201712280043

Skagit County Auditor \$78.00
12/28/2017 Page 1 of 5 1:36PM

Document Title: Amendment to Purchase and Sale Agreement

Seller: State of Washington, State Board for Community and Technical Colleges, Skagit Valley College, acting through the Department of Enterprise Services

Purchaser: HKP Properties, LLC

Legal Description: Lots 5-7, less the West 6 feet, Block 12, Plat of Gate's First and Second Addition to Mount Vernon, Skagit County, Washington

Assessor's Tax Parcel Number: 3704-012-007-0005; P52076

201712280042

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Amendment to Purchase and Sale Agreement ("Amendment") modifies that certain Purchase and Sale Agreement dated October 11, 2017, and is made and entered into between the State of Washington, State Board for Community and Technical Colleges, Skagit Valley College, acting through the Department of Enterprise Services ("Seller"), and HKP Properties, LLC, whose address is 314 Pine Street, Suite 205, Mount Vernon, Washington 98273 ("Purchaser").

Legal description:

Attached hereto as Exhibit "A"

The purpose of this Amendment is as follows:

- 1) To delete paragraph 7, Closing, only and replace with the following to extend the closing date:

7. Closing. Closing of this transaction shall occur in the offices of the Closing Agent, on or before January 31, 2018. For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

- 2) To delete paragraph 6.1, Inspection/Evaluation of Property, only and replace with the following to amend the Study Period date.

6.1 Inspection/Evaluation of Property. Seller shall within seven (7) business days of the full execution of this Agreement use reasonable efforts to provide or make available to Purchaser for inspection and copying to the extent available or within Seller's possession or control, copies of all contracts, appraisals, environmental surveys or audits of the Property or the improvements, tenant leases, certificates of occupancy, soils reports, real property records, including copies of property tax assessments, LID proposals, agreements, leasing proposals. Seller shall also use reasonable efforts to provide or make available other documents and information in the possession and control of Seller which Purchaser requests at least seven (7) business days prior to the end of the Study Period that are reasonably



UNNOTARIZED

necessary to conduct Purchaser's review of the Property. Seller shall not be found to have breached this provision by failing to disclose any document unless the Seller's representative has acted in bad faith by failing to make any reasonable effort to locate the document or knowingly failed to disclose the document in question. For purposes of this Agreement the Seller's representative is Stefanie Fuller.

Purchaser shall have until on or before January 15, 2018 (referred to herein as the Study Period) in which to conduct its review of the Property and reject the Property. Said review may include periodic physical and engineering inspections of the Property. Seller agrees to cooperate with and assist Purchaser in the physical inspections of the Property, provided that such inspections shall be conducted during normal business hours or at such other time as is reasonable and necessary to conduct the inspection. Purchaser shall repair any damage to the Property caused by Purchaser, its employees or agents during such inspections, to as near as may reasonably be achieved a condition as good as or better than it was prior to the damage, to as near as may reasonably be achieved a condition as good as or better than it was prior to the damage. If Purchaser fails to reject the property in writing prior to the end of the Study Period, as may be extended, the contingency for inspection will be deemed to be fulfilled and the property may not be rejected under this paragraph. If the Purchaser rejects the property within the Study Period, this Agreement shall terminate and the earnest money shall be returned to the Purchaser. The duty to repair the property shall survive termination, if the Agreement terminates prior to closing.

- 3) All other terms, conditions, covenants, and amendments to the Purchase and Sale Agreement, unless specifically altered, modified, or changed herein, remain in full force and effect.
- 4) The effective date of this amendment is November 28, 2017.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

HKP Properties, LLC

By: [Signature]
Brian Poppe, Co-Manager

Date: 12/12/17

By: [Signature]
Julie Blazek, Co-Manager

Date: 12.12.17

STATE OF WASHINGTON

State Board for Community and Technical Colleges,
Skagit Valley College

Acting through the Department of Enterprise
Services

[Signature]
Seth Wallace, Assistant Director
Real Estate Services

*original
Signature*

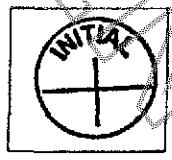
Date: 12/19/17

APPROVED AS TO FORM:

By: [Signature]

Date: December 15, 2017

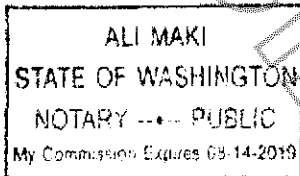
COPY
Scanned signatures



STATE OF WASHINGTON)
) ss.
County of Skagit)

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of December, 2017, personally appeared before me Brian Poppe, Co-Manager of HKP Properties, LLC to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

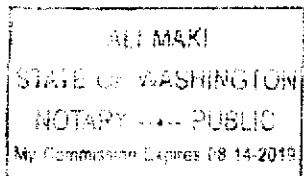


Ali Maki
Notary Public in and for the State of Washington.
Residing at Mount Vernon
My commission expires 08-14-2019

STATE OF WASHINGTON)
) ss.
County of Skagit)

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of December, 2017, personally appeared before me Julie Blazek, Co-Manager of HKP Properties, LLC to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Ali Maki
Notary Public in and for the State of Washington.
Residing at Mount Vernon
My commission expires 08-14-2019

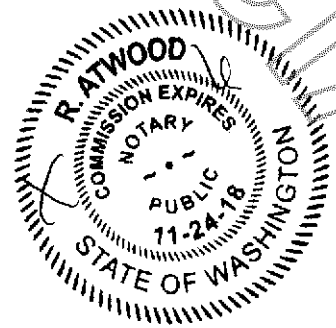


COPY
Scanned Notary page

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 19th day of December, 2017, personally appeared before me SETH WALLACE, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



R. Atwood
Notary Public in and for the State of Washington.
Residing at Thurston Co
My commission expires 11-24-18



UNOFFICIAL DOCUMENT

EXHIBIT "A"

DESCRIPTION:

Lots 5, 6 and 7, Block 12, "MAP OF MOUNT VERNON, GATES 1ST AND 2ND ADDITIONS TO MOUNT VERNON," as per plat recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington; being described within that instrument recorded under Skagit County Auditor's File No. 718632, as follows:

All that piece or parcel of land situate, lying and being in the City of Mount Vernon, County of Skagit, State of Washington, beginning at a concrete monument set at the point of intersection of the West line of 3rd Street with the South line of Montgomery Street, and running thence North 70°16'30" West 94.02 feet to a concrete monument set at the point of intersection of the Southerly line of Montgomery Street with the Easterly line of a 12 foot wide public alley; thence South 20°0' West 150.08 feet along the Easterly line of said public alley to a point; thence South 70°16'30" East 94.03 feet to a point, and thence North 20°0' East 150.07 feet along the West line of 3rd Street to the point of beginning, being all of Lots 5, 6 and 7, Block 12, "GATES SECOND ADDITION TO MOUNT VERNON according to the recorded plat thereof.

EXCEPT the West 6 feet heretofore conveyed to the City of Mount Vernon by Deeds recorded May 8, 1924, under Skagit County Auditor's File Nos. 174087 and 174088.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.