

**AMENDED
PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT AMENDS THAT PURCHASE AND SALE AGREEMENT DATED JANUARY __, 2010 (the "Agreement") is made and entered into by and between MOCO PROPERTIES, a Washington joint venture, or its assigns ("Seller"), and THE PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), sometimes collectively referred to as the "Parties".

RECITALS

A. The parties desire to amend Section 8.1 of the Agreement to extend the period in which to cure Purchaser's objection to title as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Extension of Cure Period. Purchaser provided written notice to Seller that it objected to the Title Commitment, specifically Special Exception Number 4 on the commitment for title insurance, attached as Exhibit A. Purchaser agrees to provide Seller until April 15, 2010 to cure such objection to the Title Commitment. In all other regards, Purchaser accepts the condition of the title as set forth in the Title Commitment and the Agreement remains unchanged.

SELLER:

PURCHASER:

MOCO PROPERTIES

PORT OF CHELAN COUNTY

By: Robert I. Morse
Robert I. Morse, General Partner

By: Mark Urdahl
Mark Urdahl, Executive Director

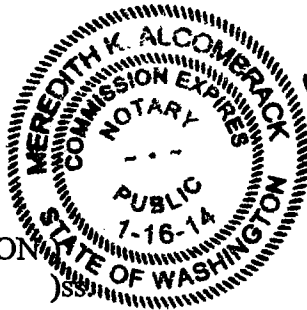
Dated: 4-7-2010

Dated: 3-29-10

STATE OF WASHINGTON)
)ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Mark Urdahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Executive Director of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 29, 2010



Meredith K. Alcombrack
Meredith K Alcombrack (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1-16-10

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

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

Dated: April 7, 2010, 2010



LeeAnn Caviness
LeeAnn Caviness (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 12-09-2011

EXHIBIT "A"

Central Washington Title Services, Inc.

P.O. Box 4680 ♦ 1205 North Wenatchee Avenue ♦ Wenatchee, WA 98807

Phone 509-665-9800 ♦ Fax 509-667-8400

Title Officer: Steven T. Moore
Reference: Moco Properties

Escrow Officer: Lisa Gold
Order Number: 13252

AMENDED SCHEDULE A

1. Effective Date: February 8, 2010 at 8:00 a.m.

2. Policy Or Policies To Be Issued:

ALTA OWNER'S POLICY, (6/17/06)

STANDARD EXTENDED

Amount:	\$1,330,000.00
Premium:	\$2,690.00
Tax:	\$217.89
Total:	\$2,907.89

Proposed Insured: Port of Chelan County, a Washington municipal corporation

ALTA LOAN POLICY (6/17/06)

Amount:	
Premium:	
Tax:	
Total:	\$ 0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE ESTATE

4. Title to said estate or interest in said land is at the effective date hereof vested in:

Moco Properties, a Washington Joint Venture

5. The land referred to in this commitment is described as follows:

See Attached Legal Description

**Exhibit A
LEGAL DESCRIPTION**

File Number: 13252

Parcel "A"

Lots 1 through 16, Block 4, River Front Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats, Page 64, Chelan County, Washington, TOGETHER WITH vacated Palouse Street, that portion of vacated Orondo Avenue and vacated alleys located in Block 4, which would attach by operation of law.

Parcel "B"

Lots 17 through 32, Block 4, EXCEPT the Easterly 27.66 feet of Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, measured parallel to the East line thereof, River Front Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats, Page 64, Chelan County, Washington, TOGETHER WITH vacated Palouse Street, that portion of vacated Orondo Avenue and vacated alleys located in Block 4, which would attach by operation of law.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions, as follows:
- (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I**

SPECIAL EXCEPTIONS

1. Rights and liabilities under customary agreement for water right in Wenatchee Reclamation District including the restriction of the use of said water to irrigation, stock, and domestic purposes, the granting of an easement for lateral ditches and pipelines used in connection therewith, and the creation of a lien upon the land for assessments therein, as disclosed by various instruments of record.

2. Easement rights and maintenance agreements, if any, for utilities which may have been reserved granted in vacated streets and alleys.

3. An Easement including all its terms and provisions granted to Washington Electric Company, for the right to perpetually impound the waters of the Columbia River and to raise the same to the elevation of 632 feet above sea level, and to perpetually inundate and overflow to the said elevation:
Recorded: July 15, 1930
Recording No.: 198308

Modification and/or Amendment by instrument:
Recorded: April 23, 1975
Recording No.: 748437 and 748438

4. Easement, including terms and provisions contained therein:
Recorded: December 31, 1945
Recording No.: 374395
In favor of: Great Northern Railway Company
Affects: A portion of said premises and other property

5. Easement, including terms and provisions contained therein:
Recorded: June 17, 1988
Recording No.: 8806170050, 8806170051 and 8806170052
For: Ingress and egress
Affects: A portion of said premises

Modification and/or Amendment by instrument:
Recorded: September 4, 1990
Recording No.: 9009040049

6. Easement, including terms and provisions contained therein:
Recorded: June 17, 1988
Recording No.: 8806170050, 8806170051 and 8806170052
For: Maintenance of vacated alley
Affects: A portion of said premises and other property

7. Easement, including terms and provisions contained therein:
Recorded: September 4, 1990
Recording No.: 9009040046, 9009040047 and 9009040048
For: Ingress and egress
Affects: A portion of said premises
8. Terms and conditions of Revocable Permit
Recorded: July 27, 1992
Recording No.: 9207270100
9. Terms, conditions, provisions and stipulations of the Joint Venture Agreement of Moco Properties, a joint venture. A copy of the current agreement and all amendments should be submitted prior to closing. Any conveyance or encumbrance of joint venture property must be executed by each joint venturer.
10. General taxes. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.
Year: 2010
Amount billed: \$6,800.06
Amount paid: \$0.00
Amount due: \$6,800.06, plus interest and penalty, if delinquent
Tax Parcel No.: 22 20 03 821 025
11. Lien of the Real Estate Excise Sales Tax and surcharge upon any sale of said premises, if unpaid. As of the date herein, the Excise Tax rate for City of Wenatchee is 1.78%.

END OF SPECIAL EXCEPTIONS

NOTES:

NOTE: The situs address of the property herein described is:

8 East Orondo Avenue
Wenatchee, WA 98801

The following can be used as an abbreviated legal description to be used on the 1st page of the document to be recorded:

Portions of Lots 1 - 32, Block 4, River Front Addition to Wenatchee, Chelan County, WA.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

NOTICE

EFFECTIVE JANUARY 1, 1997, AND PURSUANT TO AMENDMENT OF WASHINGTON STATE STATUTES RELATING TO STANDARDIZATION OF RECORDED DOCUMENTS, THE FOLLOWING FORMAT AND CONTENT REQUIREMENTS MUST BE MET. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE DOCUMENT BY THE RECORDER.

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE:

- a) Title or titles of document. If assignment or reconveyance reference to auditor's file number or subject deed of trust.
- b) Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
- c) Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
- d) Assessor's tax parcel number(s).
- e) Return address which may appear in the upper left hand 3" top margin

sj

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

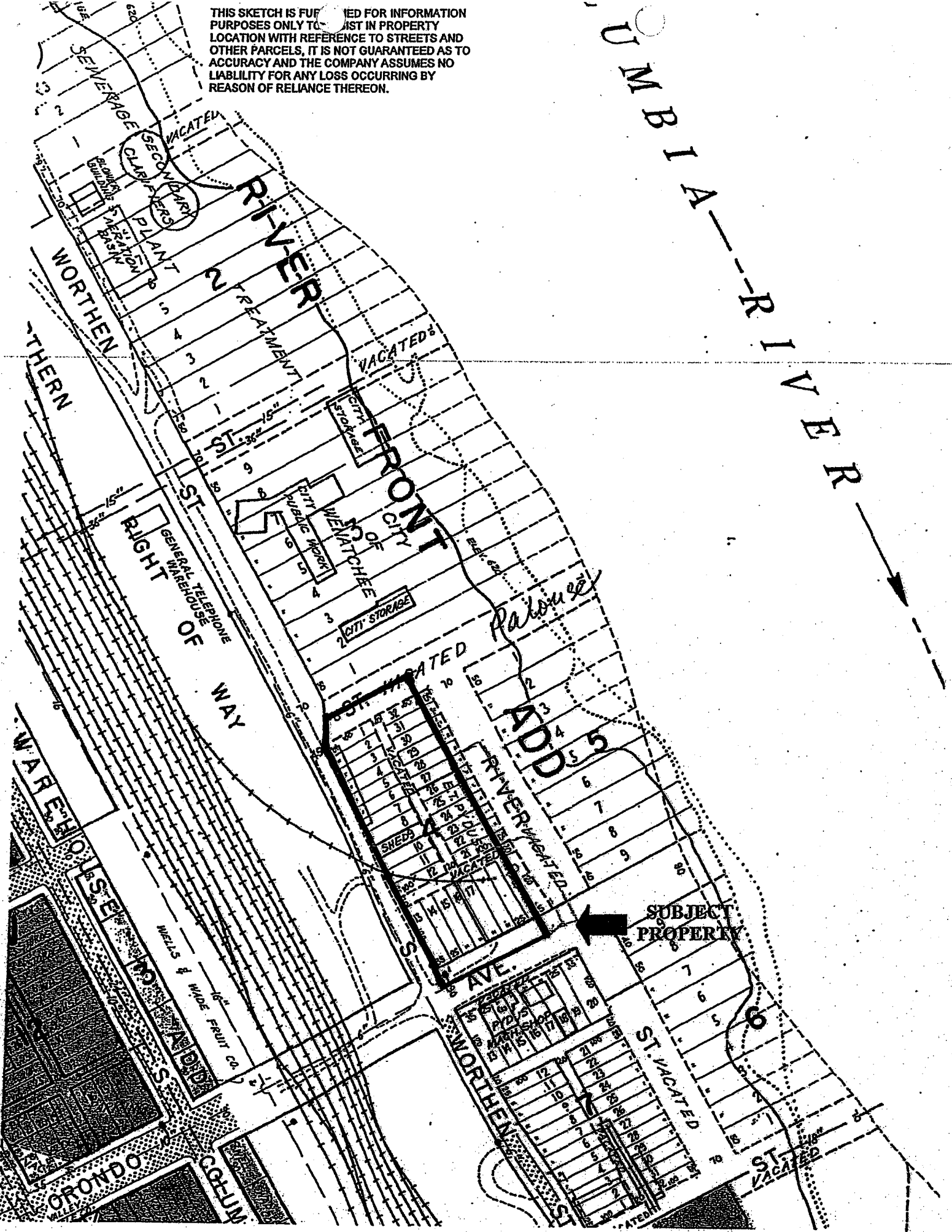
- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS, IT IS NOT GUARANTEED AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

UMBRIA RIVER



SUBJECT PROPERTY

SEWERAGE TREATMENT PLANT
WORTHEN

WAREHOUSE
GRONDO
COELIN

WORTHEN

FRONT
CITY STORAGE
WENTZCHE

AVENUE
RIVER WATERS

ST. VACATED