

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into this ____ day of December 2019, by and between Darris McDaniel and Shirley McDaniel, Trustees or Successor Trustee under the McDaniel Family Revocable Trust Agreement, Dated January 13, 1993, as amended, and Darris McDaniel, as his separate estate, as Sellers ("SELLER" or "SELLERS"), and, LEWIS COUNTY, a political subdivision of the State of Washington, as Buyers ("BUYER" or "BUYERS"), as authorized by its Board of County Commissioners.

RECITALS

Seller and Buyer entered into a Real Estate Purchase and Sale Agreement dated September 19, 2019 (the "Purchase Agreement"); and

Seller and Buyer desire to amend the Purchase Agreement as further provided herein.

AGREEMENT

1. **Closing.** With the understanding that time is of the essence for this Agreement, this sale shall be closed on or before January 15, 2020, which shall also be the termination date of this Agreement.

2. **Extension of Time for Buyer Feasibility Contingency.** Paragraph 7.2 of the Purchase Agreement sets a deadline of December 16, 2019, for completion of Buyers' feasibility contingency. The deadline for completion of Buyer's contingency set forth in Paragraph 7.2 is hereby amended to January 3, 2020.

2. **No Other Changes.** Except as expressly set forth in this Amendment, the Purchase Agreement will remain unmodified and will otherwise continue in full force and effect as written. In the event of any conflict between the terms of this Amendment and the terms of the Purchase Agreement, the terms of this Amendment will control.

3. **Counterparts.** This Amendment may be executed in counterparts, all of which taken

together will constitute one and the same instrument, and any party executing this amendment may do so by signing any such counterpart.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

SELLER:

BUYER:



By: Darris McDaniel



LEWIS COUNTY CENTRAL SERVICES DIRECTOR

By: Darris McDaniel

As Trustee/Successor Trustee Under the McDaniel Family Revocable Trust Agreement Dated January 13, 1993, as Amended