

TERMINATION OF PURCHASE AND SALE AGREEMENT

THIS TERMINATION OF PURCHASE AND SALE AGREEMENT (the "Termination Agreement") is made and entered into this date by and between the Port of Chelan County, a Washington Municipal Corporation ("Seller") and Charles B. Reppas, a single man ("Purchaser"), sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. On January 16, 2008, the Parties entered into a Purchase and Sale Agreement (the "Purchase Agreement") whereby Seller agreed to sell to Purchaser real property located in Chelan County, Washington (the "Property").
- B. On about February 11, 2008, the Parties entered into an Addendum/Amendment to Purchase and Sale Agreement ("First Addendum"). On about March 25, 2008, the Parties entered into an Addendum/Amendment to Purchase and Sale Agreement ("Second Addendum"). On about April 2, 2008, the Parties entered into an Addendum/Amendment to Purchase and Sale Agreement ("Third Addendum"). On about August 26, 2008, the Parties entered into Addendum No. 4 to Purchase and Sale Agreement ("Fourth Addendum"). All of the addenda extended certain time frames within the Purchase Agreement, including an extension of the Feasibility Contingency period to February 18, 2009.
- C. Purchaser desires to exercise his right to terminate the Purchase Agreement effective immediately. This Termination Agreement is intended to document the termination of the Purchase Agreement and to set forth the responsibilities of the Parties upon termination.

NOW, THEREFORE, in light of the mutual promises, covenants, and conditions set forth below and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into this Termination Agreement by this reference as binding commitments and representations of the Parties.
2. Termination of the Agreement. Subject to the conditions set forth in Section 3, which will survive the termination of the Purchase Agreement, the Purchase Agreement shall be and hereby is terminated effective February 11, 2009.
3. Conditions.
 - 3.1 In accordance with Section 4.2 of the Purchase Agreement, as amended, the Parties agree that the Earnest Money Promissory Note dated January 7, 2008 in the

amount of \$75,000 shall be marked "CANCELLED—VOID" and shall be immediately returned to Purchaser, in its entirety, without further action or direction from the Parties.

3.2 In accordance with Section 4.4 of the Purchase Agreement, Purchaser shall immediately deliver and assign to Seller copies of all studies or inspections, appraisals or surveys and all other information which either the Purchaser or the Purchaser's agents have obtained in connection with the Purchaser's feasibility study and inspection of the Property.

4. Entire Agreement. This Termination Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. Except as expressly set forth herein, the Parties release one another from any and all costs, expenses and liabilities incurred that are associated with or related to the Purchase Agreement. This Termination Agreement may be amended only by an agreement in writing signed by the Parties. The only matters that survive the termination of the Purchase Agreement are set forth in Section 3, above.

SELLER:

PURCHASER:

PORT OF CHELAN COUNTY

By: 
Mark Urdahl, Executive Director

By: 
Charles B. Reppas

Dated: Feb 18 2009

Dated: 2/19/09