

**WESTERN CROSSING MEMORANDUM OF UNDERSTANDING  
AMENDMENT NO: 2  
DATE: MARCH 25, 2019**

This **AMENDMENT NO. 2** (the "Amendment") to the Western Crossing Memorandum of Understanding is effective as of date noted above, and entered into by and between **WESTERN WASHINGTON UNIVERSITY**, a Washington higher education institution (the "University") the **PORT OF BELLINGHAM**, a Washington municipal corporation (the "Port") and **WESTERN CROSSING DEVELOPMENT CORPORATION**, a Washington non-profit corporation ("Crossing Development").

**WHEREAS**, on July 10, 2013 the University, the Port and Western Crossing Development entered into a certain Memorandum of Understanding. The Memorandum of Understanding was amended with Amendment No. 1 on May 10, 2017 (the Memorandum of Understanding and Amendment No. 1 are collectively the "MOU")

**WHEREAS**, on February 20, 2019, the Port sent to the University a Notice of Meet and Confer under Section 9.5 of the MOU.

**WHEREAS**, on March 6, 2019, representatives of the Port, the University, and Western Crossing Development met pursuant to the Port's February 20, 2019 Notice. The parties discussed granting the University additional time in which to submit a development plan that addresses the needs of the University, Port, and Western Crossing Development.

**WHEREAS**, the Port, the University, and Western Crossing Development agree that it is mutually beneficial to the Port, the University, and Western Crossing Development to allow an extension of time for the University to submit a development plan rather than to commence a termination pursuant to Section 9.3 of the Memorandum of Understanding.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Amendment No. 2 and in the MOU, the University, the Port, and Western Crossing Development agree as follows:

1. Amendment to Section 5. Section 5 of the MOU is amended to extend the time for completion of the University Development Plan and approval by Western Crossing Development and the Port from June 30, 2018 to September 30, 2019.

2. Addition of a New Section 9.3.1. A new Section 9.3.1 is added as follows:

9.3.1 Termination Related to Development Plan. If, by October 1, 2019, the Port, University, and Western Crossing Development Board have not approved the University Development Plan as required in Section 2 of this MOU and the parties have been unable to reach a mutually agreeable alternative development plan, either the University or the Port may terminate the MOU upon 30 days written notice of termination (the "Termination Notice"). The assets of Western Crossing Development shall then be distributed pursuant to 9.1 of the MOU. There shall be no requirement to Meet and Confer prior to a Termination Notice Issued under this Section 9.3.1.

3. Other Terms and Conditions. All other terms and conditions of the MOU shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have executed this document as of the day and year first above written.

**WESTERN WASHINGTON UNIVERSITY**

*Sabah Randhawa*

By: \_\_\_\_\_  
Sabah Randhawa, University President

Dated: March 26, 2019

**PORT OF BELLINGHAM**

By: *[Signature]*  
Rob Fix, Executive Director

Dated: 3/29/19

**WESTERN CROSSING DEVELOPMENT CORPORATION**

By: *[Signature]*  
President

Dated: 3/29/19