

FIRST AMENDMENT TO
AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS FIRST AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Amendment") is made and entered into as of the 23 day of March, 2005, by and between the CITY OF SEATTLE, a first class city of the State of Washington ("Seller") and LOWE'S HIW, INC., a Washington corporation ("Buyer").

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Agreement to Sell and Purchase Real Estate dated as of January 21, 2005 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Due Diligence Period, as defined therein, expires sixty (60) days after the Effective Date (January 21, 2005); and

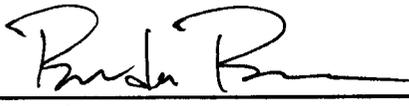
WHEREAS, the parties desire to extend Buyer's Due Diligence Period in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, it is hereby agreed as follows:

1. Incorporation. The above recitals are incorporated herein. Unless otherwise provided herein, defined terms, words and phrases shall have the same meaning as provided for in the Purchase Agreement and are restated herein as if set forth in their entirety.
2. Due Diligence Period. Paragraph 6.1 is hereby modified to provide that the Due Diligence Period shall expire April 22, 2005.
3. Entitlement Period. Section 7.3 of the Purchase Agreement is hereby modified to provide that the Entitlement Period shall expire one hundred eighty (180) days after March 22, 2005.
4. Miscellaneous. Except as expressly modified by the provisions of this Amendment, the Purchase Agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Amendment and the Purchase Agreement, this Amendment shall control. The individuals who execute this Amendment represent and warrant that they are duly authorized to execute this Amendment on behalf of Buyer and Seller, as the case may be, and the parties named are all of the parties and proper parties, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this Amendment. For purposes of execution of this Amendment, facsimile signatures shall be effective as to the enforceability against the signing party upon mutual execution thereof. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

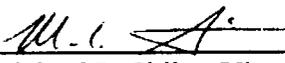
IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase Agreement as of the date first above written.

CITY OF SEATTLE

By: 
Brenda Bauer
Director, Fleets and Facilities Department

(SELLER)

LOWE'S HIW, INC.

By: 
Michael L. Skiles, Vice President

(BUYER)

