FOURTH AMENDMENT TO
AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS FOURTH AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Fourth Amendment") is made and entered into as of the _____ day of June, 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 January 21, 2005, as amended (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Lowe's Due Diligence Period as defined therein, expires on June 22, 2005;

WHEREAS, the parties desire to amend the Purchase and Sale Agreement to extend the 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. Inspection Period. Notwithstanding anything to the contrary in the Purchase Agreement, Paragraph 6.1 of the Purchase Agreement is hereby amended to provide that the Due Diligence Period shall expire July 22, 2005.

3. Entitlement Period. The Entitlement Period set forth in Section 7.3 of the Purchase Agreement shall expire one hundred and eight (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.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement to Sell and Purchase Real Estate as of the date first above written.

CITY OF SEATTLE

By:_____
Brenda Bauer
Director, Fleets & Facilities Department

LOWE'S HIW, INC.

By: _____
Name:
Title: