

**SIXTH AMENDMENT TO  
AGREEMENT TO SELL AND PURCHASE REAL ESTATE**

THIS SIXTH AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Sixth Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 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, ("Purchaser").

**RECITALS**

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

WHEREAS, the parties desire to amend the Purchase Agreement to reduce the purchase price and to extend the present Entitlement 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. Reduction of Purchase Price. The Purchase Agreement is hereby amended to amend Paragraph 3.1 as follows:
  - 3.1. The total purchase price for the Property shall be the sum of Nine Million Seven Hundred Thirteen Thousand Dollars (\$9,713,000), to be paid in cash at closing.
3. Entitlement Period. The Entitlement Period set forth in Section 7.3 of the Purchase Agreement shall expire November 23, 2005.
4. Miscellaneous. Except as expressly modified by the provisions of this Sixth Amendment, the Purchase Agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Sixth Amendment and the Purchase Agreement, this Sixth Amendment shall control. The individuals who execute this Sixth Amendment represent and warrant that they are duly authorized to execute this Sixth Amendment on behalf of Purchaser 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 Sixth Amendment.

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

CITY OF SEATTLE

By: Brenda Bauer  
Brenda Bauer  
Director, Fleets & Facilities Department

LOWE'S HIW, INC.

By: M. I. A.  
Name:  
Title:

*M. I. A.*  
*RD*