

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

THIS SEVENTH AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Seventh Amendment") is made and entered into as of the 4th day of October, 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 and Sale Agreement 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. Governmental Approvals. The Governmental Approvals are hereby amended to include the requirement that Purchaser be able to obtain any permits or approvals required by the Army Corps of Engineers. Accordingly, immediately following the last sentence in Section 7.1.A., the following sentence shall be inserted:

Additionally, Purchaser must be able to obtain all permits and/or approvals required by the Army Corps of Engineers ("Corps") to allow Purchaser's Intended Use on the Property without unreasonable conditions or costs, including the agreement by the Corps that any mitigation required by the Corps for impacts from Purchaser's use or development of the Property can be satisfied by offsite mitigation or can be performed on the Property with de minimis impact on Purchaser's Intended Use. Purchaser shall be responsible to perform any and all mitigation work and shall be responsible for all costs and expenses in connection therewith. For purposes of this provision the mitigation costs shall be deemed to be unreasonable in the event the estimated mitigation costs exceed Two Hundred Thousand Dollars (\$200,000.00). If the Corps requires mitigation for impacts caused by the Seller's construction activities, the Seller shall be solely responsible for performing such mitigation work and

shall bear all related costs and expenses. Seller shall use its best efforts to obtain the Corps' permission to perform mitigation on a site other than the Property, provided, however, that if the Corps requires Seller to perform mitigation work on the Property, such work on the Property shall be deemed to be an "unreasonable condition" for the purpose of this section.

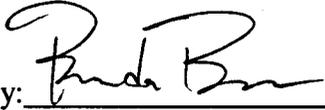
3. Termination of Entitlement Period. The term of the Entitlement Period is hereby amended to expire on April 15, 2006. Additionally, Purchaser may obtain a sixty (60) day extension of the Entitlement Period at no cost to Purchaser, provided Purchaser has diligently pursued Governmental Approvals. Accordingly, Section 7.3 is hereby deleted and replaced in its entirety with the following:

Purchaser shall have until April 15, 2006 to notify Seller of its termination of this Agreement due to Purchaser's determination that it has not obtained Governmental Approvals (or has obtained Governmental Approvals with unreasonable conditions that adversely impact Purchaser's Intended Use or Purchaser's costs) ("the Entitlement Period"). In the event Purchaser has diligently pursued Governmental Approvals, but the conditions of Section 7.1 have not been satisfied prior to the expiration of the Entitlement Period, Purchaser may, at its option, extend the Entitlement Period and Purchaser's right to terminate the Agreement for an additional period of up to sixty (60) days by giving written notice to Seller on or before the expiration of the Entitlement Period ("Initial Extension Period"). Notwithstanding anything to the contrary in Section 7.4, Purchaser shall be entitled to extend the Entitlement Period through the Initial Extension Period, at no additional cost to Purchaser. In the event Purchaser elects to terminate this Agreement pursuant to this Section 7.3, Seller and the Escrow Agent shall be obligated to return the entire Deposit and all interest accrued thereon, as provided under Section 4 above, to Purchaser, with neither Party having any other rights or obligations under this Agreement. If Purchaser does not elect to terminate this Agreement prior to the expiration of the Entitlement Period, the entire Deposit shall become non-refundable, except as expressly provided herein. Notwithstanding the foregoing, Purchaser may terminate this Agreement at any time after expiration of the Entitlement Period and prior to Closing, subject to the provisions of Section 14.2.

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 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 Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth 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: