

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (Amendment ") is made and entered into effective April 26, 2025 (the "Effective Date") by and between **GUNTOWER CAPITAL LLC**, a Washington limited liability company (the "Seller"), and **KING COUNTY**, a political subdivision of the State of Washington (the "Buyer").

RECITALS

This Amendment is made with respect to the following facts and circumstances:

A. Buyer and Seller are parties to that certain Real Estate Purchase and Sale Agreement dated as of January 16, 2025, as amended by that certain First Amendment to Real Estate Purchase and Sale Agreement dated as of March 27, 2025, concerning Buyer's acquisition of certain real property located at 1145 Broadway, in the City of Seattle, King County, State of Washington (as amended, the "Agreement"). Capitalized terms used herein and not defined herein have the meaning given to such terms in the Agreement.

B. Buyer and Seller desire to amend the Agreement to extend the deadline to satisfy the Contingencies, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein by reference as if fully set forth herein.
2. Contingency Period. Section 5.2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"5.2.3 CONTINGENCY PERIOD. Buyer shall have until October 3, 2025 (the "Council Contingency Period") to determine that the Council Approval Contingency has been satisfied or to waive same, in Buyer's sole and absolute discretion. Buyer shall have until July 7, 2025 (the "Polyclinic Contingency Period") to determine that the Polyclinic Contingency has been satisfied or to waive same, in Buyer's sole and absolute discretion. If all Contingencies are not satisfied or waived by Buyer in writing on or before the expiration of the Council Contingency Period with respect to the Council Approval Contingency or the expiration of the Polyclinic Contingency Period with respect to the Polyclinic Contingency, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement."

3. Miscellaneous.

A. Binding Effect. All provisions of the Agreement, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control. This Amendment is binding upon and shall inure to the benefit of Buyer and Seller, and their respective successors and assigns.

B. References. All references to the Agreement in any document, instrument, agreement, or writing delivered pursuant to the Agreement (as amended hereby) shall hereafter be deemed to refer to the Agreement as amended hereby.

C. Execution. This Amendment may be executed in multiple counterparts, each of which, when assembled to include a signature by each party, shall constitute one (1) complete and fully executed Amendment. Counterparts to this Amendment may be executed and delivered by e-mail or facsimile transmission, and/or executed using “DocuSign,” “esign” or a similar electronic program.

D. Headings. The headings in this Amendment are for reference only and shall not affect the interpretation of this Amendment.

[Signatures on following page(s)]

EXECUTED on the dates set forth below.

SELLER: GUNTOWER CAPITAL LLC,
a Washington limited liability company

By:  _____
Signed by: 64458235564266...

Name: Chris Langer

Title: Manager

Date: 4/26/2025

BUYER: KING COUNTY

By:  _____
DocuSigned by: 22F94570CF6B4B0...

Name: Anthony O. Wright
Title: Director of the Facilities Management
Division of the Department of
Executive Services of King County

Date: 4/26/2025