

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered effective 1/16/2025, 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”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Seller (as purchaser, “PSA Buyer”) is party to that certain Purchase and Sale Agreement with the Polyclinic MSO, LLC, a Delaware limited liability company (as seller) (“Polyclinic”), dated January 10, 2024, governing Seller’s acquisition of the Property (the “Polyclinic PSA”), a copy of which is attached hereto as **EXHIBIT 1**.

B. Seller has the right pursuant to the Polyclinic PSA to acquire ownership of that certain real property located at 1145 Broadway, in the City of Seattle, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Land”).

C. Seller desires to sell the Property (as defined below) and Buyer desires to purchase the Property, under the terms and conditions identified 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:

ARTICLE 1. PURCHASE AND TRANSFER OF PROPERTY

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. fee simple interest in and to the Land;

1.1.2. all of the buildings, structures, structural appurtenances, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Real Property and all plumbing, gas, electrical, ventilating, lighting and other utilities and utility systems, ducts, hot water heaters, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the building (collectively, the “Improvements”, and together with the land, collectively, the “Real Property”);

1.1.3. all easements, rights-of-way, appurtenances and other rights and benefits thereunto belonging to, on or abutting the Real Property;

1.1.4. any and all fixtures, tools, machines, appliances, apparatus, equipment, signs and all other personal property located on or about and otherwise used in connection with the Real Property and the businesses conducted thereon owned by Seller (collectively, the “Personal Property”). The Personal Property includes (to the extent applicable), but is not limited to, (a) all deposits made or other security given to utility companies, all deposits made or other security given to any other individuals or entities for any purpose whatsoever, all tax credits, all real property tax refunds (excluding any rights to receive tax refunds resulting from appeals of property tax assessments relating to the period of Seller’s ownership of the Personal Property and the Real Property), and all refundable fees paid to any governmental, quasi-governmental or private body, all cash refunds and credits of any type, all refundable fees paid to any other individuals and entities for any purpose whatsoever, (b) all heating, lighting, plumbing, drainage, electrical, air conditioning, and other mechanical fixtures and equipment and systems, (c) all elevators, and related motors and electrical equipment and systems, (d) all hot water heaters, furnaces, heating controls, motors and equipment, all shelving and partitions, all ventilating equipment, and all disposal equipment, (e) all equipment used in connection with the use and or maintenance of the common areas, and (f) all carpet. The Personal Property expressly excludes property belonging to tenants or other third parties.

1.1.5. any intangible property relating to the Real Property (collectively, the “Intangible Property”), including but not limited to the following: (a) all plans, specifications and surveys; (b) all engineering (including storm water management plans), soil, environmental and inspection reports; (c) all property management reports, marketing reports, marketing displays and brochures; (d) all warranties from contractors, architects, engineers and material and labor suppliers whether written or implied, and any other warranties, guaranties, indemnities and claims for the benefit of Seller with respect to the Real Property or any portion thereof; (e) all insurance proceeds; (f) all books, records and financial statements relating to operations of the Real Property in Seller’s possession; and (g) Seller’s interest in the goodwill associated with the operation of the businesses currently conducted at the Real Property (including any contracts, agreements or documents relating thereto); and (h) permits, licenses, certifications, authorizations and approvals, and the rights of Seller thereunder, issued by any governmental, regulatory, or private authority, agency, or other entity. Intangible Property shall not include any privileged documents or information of Seller.

1.1.6. all Assigned Contracts, if any.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the “Property.”

1.2. POLYCLINIC PSA; LEASE; AGREEMENT TO CONVEY CONTRACT RIGHTS.

1.2.1 Seller shall use good faith efforts to obtain from Polyclinic, on or before February 14, 2025, an amendment to the Polyclinic PSA, pursuant to which Polyclinic provides its (a) consent to assign the Polyclinic PSA to Buyer (i.e., make Buyer an express permitted assignee of Seller’s rights to the contract vendee interests under the Polyclinic PSA) (the “Polyclinic Assignment Consent”), and (b) approval of the Polyclinic Lease Term Sheet (as defined in Section 5.2.2).

1.2.2 Reference is made to Schedule 1.2.2 with respect to certain defined terms relevant to the Polyclinic PSA.

1.2.3 Subject to Seller obtaining the Polyclinic Assignment Consent, at any time prior to February 2, 2026, upon Buyer's written notice (the "Assignment Notice"), which may be provided in Buyer's sole and absolute discretion, Buyer may elect to take assignment of all of Seller's contract vendee interests under the Polyclinic PSA (the "Assignment Transaction"). Buyer and Seller shall, within three (3) Business Days after delivery of the Assignment Notice, enter into and execute the Assignment of Contract Interests substantially in the form attached hereto as **EXHIBIT G** (the "Assignment of Contract Interests"). Seller shall execute such documents as reasonably necessary to evidence Buyer's rights and interest to the PSA Deposit held in escrow pursuant to the terms of the Polyclinic PSA. Effective as of the date Buyer delivers the Assignment Notice, Section 7.9 is replaced with the following: "RESERVED." Notwithstanding the earlier execution of the Assignment of Contract Interests, the Seller shall convey its contract vendee interests in the Polyclinic PSA effective as of the Closing under the Polyclinic PSA (the "Assignment Date"). Upon the Assignment Date, the provisions set forth in **EXHIBIT 3** shall have full force and effect and, in the event of a conflict, supersede and replace the terms in the body of this Agreement.

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay in cash or by wire transfer of immediately available funds to or at the direction of Seller on the Closing Date a purchase price equal to the \$39,500,000.00 (the "Purchase Price").

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, Intangible Property and Assigned Contracts, if any, is *de minimis*.

2.3 DEPOSIT. Within three (3) Business Days following the Effective Date Buyer shall deliver to Stewart Title Guaranty Company, Attn: Peter Johndrow, Commercial Escrow Officer, 1420 Fifth Avenue, Suite 440, Seattle, WA 98101 (the "Escrow Agent"), in its capacity as the closing agent, immediately available cash funds in the amount of One Million Dollars (\$1,000,000) (the "Deposit"). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As used herein, whenever a

warranty or representation is made to “Seller’s knowledge”, such reference shall be construed and interpreted as meaning the actual knowledge (without any duty of investigation or inquiry) of Chris Langer and Charlie Bauman. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows as provided in this Section 3.1.

3.1.1 POLYCLINIC PSA. The Polyclinic PSA is in full force and effect, and a true, correct, and complete copy is attached hereto as **EXHIBIT 1**. No event has occurred that, after giving of notice or passage of time or both, would constitute a default under the Polyclinic PSA by either Seller or, to Seller’s knowledge, Polyclinic. To Seller’s knowledge, Polyclinic is not in breach of any representation or warranty made to PSA Buyers under the Polyclinic PSA. Seller holds an enforceable right to purchase the Property, subject to the terms of the Polyclinic PSA and Seller has not previously sold, transferred or conveyed any interests under the Polyclinic PSA and there are no agreements, written or oral, whereby any party shall possess an option to acquire any of Seller’s interests under the Polyclinic PSA, and Seller is the holder of the entire interest of purchaser under the Polyclinic PSA, free and clear of any liens or other encumbrances. The Polyclinic PSA has not been modified, amended or supplemented, except as expressly set forth in the definition of Polyclinic PSA in the Recitals of this Agreement. Seller has provided Buyer true, correct and complete copies of all PSA Due Diligence Materials received from Polyclinic or prepared for and/or on behalf of Seller as Due Diligence Materials. Seller has paid all amounts due and owing under the Polyclinic PSA, including the PSA Deposit to Escrow Agent. Seller has the right under the Polyclinic PSA to grant Buyer the right to inspect the Property as provided in Section 5.1 of this Agreement. Polyclinic has no right to terminate the Polyclinic PSA except as expressly set forth in the Polyclinic PSA. Seller is not aware of the existence of any defenses to the enforcement of the Polyclinic PSA.

3.1.2 ORGANIZATION; AUTHORITY. Seller is a duly organized and validly existing limited liability company under the laws of the State of Washington, and has all requisite power, authority, capacity and legal right to execute, deliver and perform the terms of this Agreement. Seller has taken all necessary limited liability company action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by or on behalf of Seller, and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.1.3 EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT. The execution, delivery and performance of this Agreement by Seller will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Seller pursuant to any existing corporate charter, certificate of incorporation, bylaws, articles of organization, limited liability company agreement, partnership agreement or other organizational documents (as applicable), or the terms of any indenture, mortgage, deed of trust, loan agreement, management agreement or other agreement or instrument to which Seller is a party or by which Seller’s property or assets is subject, nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any governmental authority having jurisdiction

over Seller and/or Seller's property or assets, and any consent, approval, authorization, order, registration or qualification of or with any individual, entity, or governmental authority required for the execution, delivery and performance by Seller of this Agreement has been obtained and is in full force and effect.

3.1.4 NO BROKER/AGENCY DISCLOSURE. Except for CBRE, Inc., which shall be paid by Polyclinic pursuant to the Polyclinic PSA, Seller has not engaged any person, firm or corporation who is or may be entitled to any brokerage commission, finder's fee or other like payment in connection with the negotiation, execution or delivery of this Agreement and/or in connection with any sale, conveyance or other transfer of the Property, or any conveyance of Seller's contract vendee rights in and to the Polyclinic PSA.

Buyer acknowledges that one or more of the principals of Seller are licensed real estate brokers under RCW 18.85 provided, however, such principals are not representing either party (as contemplated in RCW 18.85) in the transaction contemplated by this Agreement.

3.1.5 NO LITIGATION. To Seller's knowledge, there is no currently pending lawsuit, litigation or arbitration pertaining to the Property or any part thereof, nor, to Seller's knowledge, is there any pending lawsuit, litigation or arbitration pertaining against Polyclinic that could adversely affect Polyclinic's ability to convey the Property pursuant to the Polyclinic PSA. To Seller's knowledge, there is no pending or threatened condemnation or similar proceeding pertaining to the Property or any part thereof.

3.1.6 NO VIOLATIONS OF LAW. Seller has no knowledge of any outstanding violation of any law, order, regulation, code, ordinance or other legal requirement applicable to the Property. To the knowledge of Seller, there are no pending or threatened (in writing), litigation, contractor claims, insurance claims, building code violations or environmental claims or notices pertaining to the Property. To Seller's knowledge, Seller has no unpaid creditors, except for trade payables incurred in the ordinary course of business that are not past due.

3.1.7 BANKRUPTCY. Seller is not the subject of a Bankruptcy Case (as defined below), nor has Seller received a written threat of the initiation of a Bankruptcy Case. "Bankruptcy Case" means any proceeding instituted by, on behalf of, or against Seller (whether voluntary or involuntary) under or in order to take advantage of the Bankruptcy Code, or any other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments or other debtor relief laws affecting the rights, remedies, powers, privileges and benefits of creditors generally, including any proceeding pursuant to which any creditor alleges that the transfer of the Property to Buyer or the receipt of any funds by any party under this Agreement constitutes a preference or a fraudulent conveyance, or otherwise alleges in any manner that any such transfer of the Property or such funds should be set aside, held ineffective, or otherwise modified, limited or adversely affected in any manner.

3.1.8 NOT A PROHIBITED PERSON. None of Seller or any of its respective directors, indirect owners, nor, to Seller's knowledge, any of their respective affiliates is, or is directly or indirectly acting by or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and

Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

3.1.9 FOREIGN PERSON. Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”) and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact, and such other documents as may be required under the Code.

3.1.10 HAZARDOUS SUBSTANCES. Except as may be disclosed in the Due Diligence Materials, Seller has no knowledge of the presence, discharge, release or disposal of Hazardous Substances or damage resulting therefrom in, on or about the Property or any adjacent property, in violation of any applicable Environmental Laws.

3.1.11 LEASES; CONTRACTS AND OBLIGATIONS. To Seller’s knowledge, and except as set forth on Schedule 3.1.11 hereto, there are no leases, licenses or occupancy agreements (collectively, “Leases”) affecting any part of the Property (other than the Polyclinic PSA Lease or other leases approved of by Buyer in writing). To Seller’s knowledge, and except as set forth on Schedule 3.1.11 hereto, there are no management agreements, service contracts or other property-level agreements (collectively, “Contracts”) affecting the Property or the operation or maintenance thereof which could be binding upon Buyer after Closing. Seller has no knowledge of any of any other obligations in connection with the Property, including, without limitation, mechanics’ liens or tax liens, accounts receivable, accounts payable, utility deposits, or any other agreements relating to the ownership, development, operation or maintenance of the Property that will be binding upon Buyer after Closing, except for those matters set shown in the Existing Commitment.

3.1.12 ONGOING WORK. Other than as set forth on Schedule 3.1.12 hereto, Seller has no knowledge of any ongoing capital improvement projects at the Property or outstanding tenant improvement allowances, and Seller has no knowledge of any contractors or other parties that may be entitled pursuant to applicable law to file a lien against the Property, in each case that has not been paid in full in connection with any work performed or services provided in connection with the Property. For avoidance of doubt, Seller shall be fully responsible for all costs of work commenced prior to Closing.

3.1.13 FULL DISCLOSURE. To Seller’s knowledge, (a) no representation or warranty by Seller in this Agreement or in any instrument or certificate prepared by Seller and furnished to Buyer for Closing pursuant to the terms of this Agreement contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false; (b) all books, records, leases, agreements and other items delivered to Seller pursuant to the Polyclinic PSA have been delivered to Buyer, and (c) Seller has delivered to Buyer all material documents in Seller’s possession regarding the condition of the Property.

3.1.14 INDEMNIFICATION. Seller hereby agrees to indemnify, defend and hold harmless Buyer and Buyer's trustees, officers, directors, participants, beneficiaries, agents, attorneys, affiliates and employees (collectively, the "Released Parties") from and against all claims, causes of action, documented, out-of-pocket and reasonable costs, damages, liabilities or indebtedness of any kind or nature (including without limitation, documented, out-of-pocket and reasonable costs of investigation and attorney's fees and expenses) actually incurred by, or imposed upon Buyer or the Released Parties with respect to any breach of the foregoing representations and warranties in Section 3.1 hereof.

3.2 REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

3.2.1 ORGANIZATION. Buyer is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington.

3.2.2 EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer is within the powers of Buyer as a political subdivision of the State of Washington. Subject to the Contingencies in Section 5.2 of this Agreement, the performance of this Agreement by Buyer has been or will be on or before the Closing Date, duly authorized by all necessary action of Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3 NO BROKER. Buyer has not engaged any person, firm or corporation who is or may be entitled to any brokerage commission, finder's fee or other like payment in connection with the negotiation, execution or delivery of this Agreement and/or in connection with any sale, conveyance or other transfer of the Property.

3.2.4 INDEMNIFICATION. Buyer hereby agrees to indemnify, defend and hold harmless Seller and Seller's trustees, officers, directors, participants, beneficiaries, agents, attorneys, affiliates and employees (collectively, the "Released Parties") from and against all claims, causes of action, documented, out-of-pocket and reasonable costs, damages, liabilities or indebtedness of any kind or nature (including without limitation, documented, out-of-pocket and reasonable costs of investigation and attorney's fees and expenses) actually incurred by, or imposed upon Seller or the Released Parties with respect to any breach of the foregoing representations and warranties in Section 3.2 hereof.

3.3. AS-IS CONDITION OF PROPERTY. Except for Seller's limited representations and warranties as set forth in this Agreement ("Seller's Limited Representations and Warranties"), Buyer acknowledges and agrees that Seller has not made, does not make, and that Seller hereby specifically disclaims, any and all representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, known or unknown, of, as to, concerning or with respect to: (i) the nature, quality or condition of the Property, including, without limitation, the water, soil, geology, and environmental condition on, of and/or under the Property; (ii) the income that may be derived from

the Property; (iii) the suitability of the Property for any and all development, construction, activities and uses which Buyer may conduct thereon; (iv) the compliance of or by the Property or its operation (whether existing or contemplated) with any applicable law, rule or regulatory requirement; (v) the habitability, merchantability or fitness of the Property for any particular purpose, (vi) any costs or fees required to extend, tie, or tap into any utilities serving the Property or to otherwise develop the Property, or (vii) any other matter with respect to the Property. Buyer further acknowledges and agrees that any and all information provided or to be provided by Seller with respect to the Property was obtained from a variety of sources, and that Seller has not made any independent investigation or verification of such information and makes no representation as to the accuracy or completeness of such information. Buyer further acknowledges and agrees that the sale of the Property as provided for herein is made on an “AS-IS, WHERE-IS and WITH ALL FAULTS” basis and subject only to Seller’s Limited Representations and Warranties. For the purposes of this Agreement, the term “Hazardous Substances” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law, and the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70.105D (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks.

3.4 SELLER RCW 64.06.005 DISCLOSURES. Buyer and Seller acknowledge that the Real Property constitutes “Commercial Real Estate” as defined in RCW 64.06.005. Buyer voluntarily waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of commercial real estate, except for the section entitled “Environmental” if any answer to such section would be “Yes.” If applicable, the Environmental section of the seller disclosure statement completed by Seller is attached to this Agreement as **EXHIBIT B** (the “Disclosure Statement”). Buyer acknowledges receipt of the Disclosure Statement and waives its right to rescind the Agreement under RCW 64.06.030. Buyer further acknowledges and agrees that the Disclosure Statement: (i) is for the purposes of disclosure only; (ii) will not be considered part of this Agreement; and (iii) will not be construed as a representation or warranty of any kind by the Seller.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. If the Polyclinic PSA is not assigned to Buyer, Seller shall convey to Buyer the title to the Property by Bargain and Sale Deed in substantially the form attached hereto as **EXHIBIT C**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, and building or use restrictions general to the governing jurisdiction.

4.2. TITLE COMMITMENT; SURVEY.

4.2.1. Seller shall within ten (10) business days after the Effective Date obtain and provide Buyer an update to the preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") previously issued by Stewart Title Guaranty Company (the "Title Company") and dated January 22, 2024 (Commitment No. 24000200039 (the version in effect as of the date hereof, the "Existing Commitment")), describing the Real Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. The costs of additional or extended title insurance coverage and/or requested title endorsements, beyond standard coverage, will be paid by Buyer. Seller hereby authorizes Buyer's use of the Existing Commitment and shall use commercially reasonable efforts to facilitate the foregoing updates to the Existing Commitment upon Buyer's request.

4.2.2. Buyer acknowledges receipt of that certain ALTA/NSPS Land Title Survey of the Real Property prepared by Terrane ("Surveyor") dated February 9, 2024 under Job No. 171050 (the "Survey"). Buyer may, at its sole cost and expense, obtain a new survey and/or request updates to the Survey to, among other things, add Buyer's name as an addressee of the Survey and to update the Survey to conform to any updates to the Title Commitment and/or requirements of the Title Company necessary to issue the Title Policy. Seller hereby authorizes Buyer's use of the Existing Survey and shall use commercially reasonable efforts to facilitate the foregoing updates to the Existing Survey upon Buyer's request.

4.3. REVIEW OF TITLE COMMITMENT AND SURVEY. Buyer shall have until the expiration of the Due Diligence Period to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment or Survey and to which Buyer does not object at least ten (10) days prior to the expiration of the Due Diligence Period shall be deemed to be permitted exceptions (the "Permitted Exceptions"). Seller shall notify Buyer within five (5) Business Days after Seller receives Buyer's Objections of any exceptions to title which Seller will not, in good faith, attempt to remove or otherwise resolve to Buyer's satisfaction ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within five (5) Business Days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have three (3) Business Days to make Buyer's Objections to any new exception, Seller shall have three (3) Business Days to provide Seller's Response, Buyer may terminate this Agreement by notice to Seller within three (3) Business Days after receipt of Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection. To the extent Seller agrees in a Seller's Response to remove or otherwise resolve to Buyer's satisfaction any Buyer's Objections, Seller shall cause same to be completed prior to Closing.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Seller shall cause a standard owner's policy of title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the Closing Date, insuring Buyer that the fee simple title to the

Property is vested in Buyer, subject only to the Permitted Exceptions (“Title Policy”). Seller shall pay any sum owing to the Title Company for the preliminary and binding Title Commitments and the premium for a base Title Policy (without extended title coverage or any desired title endorsements). Buyer shall pay any additional premiums to obtain extended title coverage or any desired title endorsements.

ARTICLE 5. DUE DILIGENCE; CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer’s contemplated use and confirmation of the Purchase Price by appraisal meets with its approval. If Buyer is not satisfied with the condition of the Property or the Purchase Price, Buyer may terminate this Agreement by delivering written notice of termination to Seller by March 31, 2025 (“Due Diligence Period”). In such event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder, except for such obligations as are designated to survive the termination of this Agreement.

5.1.1. RIGHT OF ENTRY AND INSPECTIONS. At all times prior to Closing, but subject to the conditions and requirements of Sections 4 and 5 of the Polyclinic PSA, Seller shall make provision for Buyer, its designated representatives, agents, consultants or other persons reasonably identified by Buyer (including, without limitation, prospective operators, vendors, or providers) to (a) enter the Property; (b) perform any and all non-invasive tests, inspections, studies, surveys or appraisals of the Property on any subject deemed appropriate by Buyer; (c) perform any and all invasive tests, inspections and studies of the Property as deemed appropriate by Buyer, subject to the approval requirements set forth herein; and (d) examine all Due Diligence Materials (defined below) related to the Property that Buyer may request from Seller. Buyer shall have the right, in its discretion, to determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer’s intended use or development of the property; and whether Buyer’s intended use or development of the property is feasible. Buyer shall provide Seller with a minimum of three (3) Business Day advance verbal or email notice prior to entry to the Property and such right of entry will be limited to those times and dates that will not disrupt the current use of, or operations and activities on, the Property, and shall otherwise be in compliance with the terms and conditions of Section 5 of the Polyclinic PSA. Buyer shall not conduct any physically invasive and/or subsurface testing of the Property (including but not limited to environmental and soils sampling, seismic testing or geologic testing) unless such testing and/or analysis is approved in advance and in writing by Seller and Polyclinic, which approval from Seller will not be unreasonably withheld if Buyer’s Phase I environmental assessment recommends obtaining a Phase II environmental site assessment, and which approval from Polyclinic shall be governed by the terms of Section 5 of the Polyclinic PSA. If Buyer proposes any physically invasive or subsurface testing of the Property, it shall provide Seller with a written request at least five (5) days prior to the proposed testing that identifies the scope and location of the proposed testing, the party performing the test(s) and the proposed dates of testing. Upon completion of any testing, Buyer shall restore the Property to (as near as is reasonably possible) its condition existing prior to the Due Diligence Period. In connection with any

inspections and/or testing of the Property, Buyer agrees to hold harmless, indemnify and defend Seller for any loss or damage, including court costs and attorneys' fees, incurred by Seller due to Buyer's inspection of the Property hereunder. Buyer's indemnification obligations as set forth in this section shall survive the Closing or the earlier termination or expiration of this Agreement.

5.1.2. DUE DILIGENCE MATERIALS. Seller previously provided to Buyer all books, ledgers and records of Seller relating to the ownership, operation, leasing, development or construction of the Property and any applicable portion thereto or any applicable interest therein, including, without limitation, the following documents, reports and materials relating to the Property, in each case, in the possession, custody, or reasonable control of Seller and/or its respective affiliates ("Due Diligence Materials"):

- a) all "Due Diligence Materials" as defined in the Polyclinic PSA (the "PSA Due Diligence Materials");
- b) architectural, engineering and design plans and specifications and related drawings and calculations, surveys and blueprints for the Property, together with any and all amendments and/or modifications thereto in respect of the Property or any portion thereof or any interest therein, in each case, in the possession, custody or reasonable control of Seller and/or its respective affiliates;
- c) surveys and structural reviews pertaining to the Property or any portion thereof in the possession, custody or reasonable control of Seller and/or its respective affiliates;
- d) engineering, soils, seismic, geologic, environmental and architectural reports, studies, tests, and plans pertaining to the Property or any portion thereof;
- e) Leases (including, without limitation, all amendments, supplements, renewals, extensions side agreements, guaranties and other documents related thereto), if any, and any brokerage agreements pertaining to such Leases, if any; and
- f) Contracts.

Upon Buyer's request, Seller shall pass along any requests for documents or information from Buyer to Polyclinic and shall use commercially reasonable efforts to coordinate with Buyer and Polyclinic in connection with such requests, including providing Buyer prompt notice of any responses received from Polyclinic. Seller shall promptly provide to Buyer all PSA Due Diligence Materials subsequently provided to Seller by Polyclinic or otherwise obtained by Seller. Seller shall make the Due Diligence Materials available to Buyer on a single electronic data site or website.

5.1.3 UPDATE OF DUE DILIGENCE INVESTIGATIONS. Notwithstanding anything to the contrary contained herein, Buyer, at Buyer's option, shall have at all times prior to Closing the right to update all due diligence investigations of the Property (including, without limitation, any Environmental Site Assessment Phase I or II, including that certain Phase I Environmental Site Assessment dated February 8, 2024 prepared by Dixon Environmental Services LLC), and Seller will make provision for access to the Real Property as set forth in Section 5.1.1, and otherwise reasonably cooperate with such updated due diligence investigations. If the Due Diligence Period has expired at the time of such updated investigations, and such updated investigations identify (i) any litigation that materially affects the ability of Polyclinic to convey the Property to Seller or Buyer (in the case of an assignment), (ii) the pending or proposed

condemnation of any portion of the Property, or (iii) any material change to the Property (including, without limitation, the discovery of any REC (as defined below), which shall be automatically deemed to be a material change to the Property) that has occurred since the Due Diligence Period expiration date (other than any changes resulting from the continued operations in the ordinary course of business, and other activities that are otherwise required or permitted under this Agreement and/or the Polyclinic PSA), then Buyer, at Buyer's election, may terminate this Agreement and receive refund of the Deposit (to the extent delivered pursuant to Section 2.3). As used herein, "REC" means the presence or likely presence of any Hazardous Materials in, on, or at the Real Property: (1) due to any Release to the environment; (2) under conditions indicative of a Release to the environment; or (3) under conditions that pose a material threat of a future Release to the environment. As used herein, "Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility, or fixture).

5.1.4. THIRD-PARTY REPORTS. Seller, at no additional cost or expense to Seller charged by any third-party report preparer, agrees to reasonably cooperate with Buyer in connection with Buyer's use, review and reliance on any third-party reports prepared for or on behalf of Seller with respect to the Property, as may be reasonably requested by Buyer. Without limiting the generality of the foregoing, Seller shall facilitate connections and communications with such third-party report providers and shall use commercially reasonable efforts to obtain certifications or reliance letters from such third-party providers naming Buyer as a party that may rely on the contents of such reports, provided that, except for the Survey, such certifications or reliance letters are not a condition of Closing.

5.1.5 DCHS INSPECTION RIGHTS. Subject to the rights and obligations of Buyer set forth in this Section 5.1, Buyer's inspection rights are expressly intended to allow the King County Department of Community and Human Services ("DCHS") full access and rights to inspect the Building and Due Diligence Materials, including, without limitation, the right of DCHS and any proposed operators, service providers or vendors intended to be engaged by DCHS in connection with post-Closing operation of the Building by DCHS to enter and inspect the Property.

5.2. CONTINGENCIES.

5.2.1 METROPOLITAN KING COUNTY COUNCIL CONTINGENCY. Buyer's obligation to Close pursuant to this Agreement is contingent upon the approval of (a) the purchase of the Property by the Metropolitan King County Council (the "Council") under the terms and conditions of this Agreement, and (b) the appropriation of the funds necessary to consummate the purchase of the Property (collectively, the "Council Approval Contingency"). For avoidance of doubt, the "approval" from the Council necessary to satisfy foregoing item (a) of the Council Approval Contingency may, at Buyer's discretion and if permitted by applicable King County ordinance, be satisfied by (i) giving the Council formal notice of Buyer's intent and desire to purchase the Property under the terms and conditions of this Agreement, and (ii) the Council thereafter not rejecting such purchase within the applicable statutory timeframes, subject to budget appropriations.

5.2.2 POLYCLINIC CONTINGENCY. Buyer's obligation to Close pursuant to this Agreement is contingent (the "Polyclinic Contingency" and together with the Council Approval Contingency, collectively, the "Contingencies") upon Polyclinic (or an affiliate thereof), as tenant, executing a lease agreement with Seller, as landlord, (the "Polyclinic Long-Term Lease"), for the lease of a portion of the Property subject to the terms and conditions of **EXHIBIT 4** attached hereto (the "Polyclinic Lease Term Sheet"). Seller, with input from Buyer, shall use commercially reasonable efforts to negotiate and prepare the form of the Polyclinic Long-Term Lease with Polyclinic, provided, however, Seller shall not agree to the final form of Polyclinic Long-Term Lease without Buyer's prior written consent. For avoidance of doubt, the Polyclinic Long-Term Lease is separate and distinct from the Polyclinic PSA Lease as defined in **EXHIBIT 2** hereto; provided, however, that to the extent the Polyclinic Long-Term Lease includes the period between the Early Closing Date and the original "Closing Date" under the Polyclinic PSA (as such term is defined in the Polyclinic PSA), then such Polyclinic Long-Term Lease shall be deemed to satisfy both the Polyclinic PSA Lease and Polyclinic Long-Term Lease requirements under this Agreement.

5.2.3 CONTINGENCY PERIOD. Buyer shall have until June 30, 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 the expiration of the Due Diligence 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 Due Diligence 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.

5.3. ASSIGNED CONTRACTS. Prior to the expiration of the Due Diligence Period, Buyer shall notify Seller which of the Contracts, if any, Buyer desires to assume at Closing (collectively, the "Assigned Contracts"). To the extent that Buyer does not expressly elect to assume any particular Contract, Seller shall be responsible for terminating such Contract on or prior to the Closing, and if such termination requires the payment of a penalty or fee, such fee or penalty shall be paid by Seller, which obligation shall survive Closing.

5.4. RISK OF LOSS. Promptly after obtaining knowledge thereof, Seller shall give Buyer written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed, provided Polyclinic does not exercise any rights it may have to terminate the Polyclinic PSA, Buyer shall have the option of either (i) applying the net proceeds (after deducting Seller's reasonable out-of-pocket costs of obtaining such proceeds) of any condemnation award or payment under any insurance policies toward the payment of the Purchase Price, receiving from Seller an amount equal to any applicable deductible payable under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such award or payment (including any such award or payment payable to Seller under the Polyclinic PSA), or (ii) terminating this Agreement by delivering written notice of such termination to Seller within fifteen (15) Business Days after Buyer has received written notice from Seller of such material

condemnation, damage or destruction. If prior to the Closing an immaterial portion of the Property is condemned, damaged or destroyed, the net proceeds (after deducting Seller's reasonable out-of-pocket costs of obtaining such proceeds) of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation award or insurance payment has been received by Seller, and Seller shall assign to Buyer all of Seller's right, title and interest in any such award or payment. For purposes of this Section 5.4, condemnation will be considered to be "material" if (x) it is a taking of either (i) ten (10%) or more of the Real Property, or (ii) access to the Property, or (iii) parking for the Real Property which results in the parking becoming non-compliant with applicable zoning requirements, or (y) Polyclinic has the right to any condemnation proceeds that are not transferrable to Seller. For purposes of this Section 5.4, damage or destruction to the Property will be considered to be "material" if (x) either (a) the cost to repair or replace shall exceed ten percent (10%) of the Purchase Price, as determined by a licensed general contractor, or (b) the damage or destruction is uninsured and Seller does not elect to cause the damage or destruction to be repaired or restored or give Buyer a credit at Closing for such repair or restoration, or (y) Polyclinic has the right to decide whether to repair or restore the damage and elects not to complete such repairs or restoration and does not transfer any insurance proceeds to Seller in accordance with the Polyclinic PSA. Upon a termination of this Agreement pursuant to this Section 5.4, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. POLYCLINIC PSA. With respect to the Polyclinic PSA, until the earlier of the Closing Date or the Assignment Date, Seller agrees as follows: (i) Seller will keep the Polyclinic PSA in full force and effect and will abide by all of the terms and conditions of the Polyclinic PSA in its role as PSA Buyer; (ii) Seller, as PSA Buyer, will pay when due all payments which are and which become payable under the Polyclinic PSA and timely carry out and perform all other terms, covenants, provisions and conditions of the Polyclinic PSA on behalf of PSA Buyer to be performed and shall not cause a default thereunder; (iii) Seller, as PSA Buyer, will not, and will not agree to, amend, modify or terminate the Polyclinic PSA or make any election or take any other action under the Polyclinic PSA without the prior consent of Buyer, which may be withheld or granted in Buyer's sole and absolute discretion, except in the event of amendments which do not alter or otherwise have an adverse effect on Buyer's rights or obligations hereunder or PSA Buyer's rights or obligations under the Polyclinic PSA, for which Buyer will not unreasonably withhold its consent; (iv) Seller will not assign, convey or otherwise transfer or encumber all or any portion of Seller's contract vendee interests in the Polyclinic PSA; (v) Seller will provide Buyer with copies of all notices and/or demands given or received under the Polyclinic PSA (x) simultaneously with respect to any notices or demands delivered to Polyclinic, or (y) within one (1) Business Day after receiving such notice; (vi) Seller will use commercially reasonable efforts to cause Polyclinic to perform all of its obligations set forth in the Polyclinic PSA, including, without limitation, Polyclinic's obligations set forth in Section 17 of the Polyclinic PSA; (vii) prior to the Polyclinic PSA being terminated by Seller, Seller shall notify Buyer of the circumstances surrounding such termination event and Buyer shall have no less than two (2) Business Days after it receives written notice to take assignment of all of Seller's right, title and interest under and

pursuant to the Polyclinic PSA, such assignment to be in form and substance reasonably acceptable to Buyer and Seller; and (viii) give Buyer prompt written notice of any change in any of the information contained in the representations and warranties made by Polyclinic under the Polyclinic PSA. . The terms in this Section 6.1 shall survive the Closing.

6.2. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall (i) take such actions as may be necessary and within its control to assure that the representations and warranties set forth in Section 3.1 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), (ii) take such actions as may be necessary to ensure that all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing, as provided for in this Agreement, and (iii) give Buyer prompt written notice of any change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing. To the extent within the reasonable control of Seller, Seller shall operate and maintain the Property, in a manner generally consistent with the manner in which the Property has been operated and maintained prior to the date hereof. Seller will not (and shall not consent to Polyclinic's request to), without Buyer's prior written consent (in Buyer's sole discretion), (a) amend, renew (other than any renewal which is automatic or can be done at the sole option of the tenant thereunder) or terminate any Leases or any Contracts, or (b) enter into any new Leases (other than the Polyclinic PSA Lease or other leases approved of by Buyer in writing) or Contracts, unless the same can be (and will be) terminated prior to Closing without penalty to Buyer or is otherwise permitted under Section 6.3 below. Except as may be conducted in the ordinary course of operation and maintenance of the Property, and/or as required by applicable law, Seller shall not, and Seller shall not permit authorize Polyclinic to, alter, deconstruct, demolish, or otherwise remove Improvements, fixtures, or other personal property from the Property without Buyer's prior written consent (in Buyer's sole discretion).

6.3. EXCLUSIVITY. Between the Effective Date and the Closing or earlier termination of this Agreement, Seller shall not enter into any agreements to sell or convey the Property. In addition, Seller shall not convey its contract vendee rights under the Polyclinic PSA to any party of than Buyer. Notwithstanding any provision to the contrary in the Polyclinic PSA, Seller may not convey its contract vendee rights under the Polyclinic PSA to any affiliate of Seller, the express intent of this Agreement being that Seller and PSA Buyer are the same entity, provided that Seller may assign its rights for the purposes of a like kind exchange of property pursuant to section 1031 of the Internal Revenue Code 1031, so long as Buyer incurs no liability, obligation, cost or expense associated with such assignment and exchange.

ARTICLE 7.

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing (or on such earlier date as set forth herein), and Seller shall, to the extent within its control, exert its best efforts to cause such conditions to be fulfilled:

7.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

7.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been performed in all respects.

7.3. TITLE. Seller shall have cured any exceptions to title to which Seller agreed to remove or resolve under Section 4.3 and the Title Company shall be irrevocably committed to issue the Title Policy as required by Section 4.4 of this Agreement.

7.4. REPRESENTATIONS. The representations and warranties by Seller set forth in Section 3.1 being true and correct in all respects as of the Closing.

7.5. CONTINGENCIES. The Council Contingency shall have been satisfied or waived on or before the expiration of the Council Contingency Period and the Polyclinic Contingency shall have been satisfied or waived on or before the expiration of the Due Diligence Period.

7.6. POLYCLINIC REPRESENTATIONS. The representations and warranties of Polyclinic contained in the Polyclinic PSA shall be true and correct in all respects as of the Closing.

7.7. LEGAL PROCEEDINGS. No court order, injunction, legal action, suit or other legal proceeding are pending against Seller or Polyclinic as of the Closing Date (i) seeking to restrain or prohibit in any respect the purchase and sale of the Property or the consummation of the transaction under this Agreement or Polyclinic PSA, (ii) seeking damages with respect to such purchase and sale or the consummation of the transaction under this Agreement or Polyclinic PSA, or (iii) that could, if determined adversely against Seller or Polyclinic, materially and adversely affect the ownership or operation of the Property (which, for purposes of this Section 7.7, means any court order, injunction, legal action, suit or other legal proceeding which disputes the ownership of the Property or seeks to restrain or prohibit in any respect the operation of the Property).

7.8. PROPERTY CONDITION; NO LEASES OR CONTRACTS. That, on the Closing Date, the Property shall be in substantially the same condition existing as of the Effective Date, including, without limitation, the same environmental condition existing as of the Effective Date. There are no Leases or Contracts affecting the Property, other than Assigned Contracts, if any, and the Polyclinic PSA Lease or Polyclinic Long-Term Lease, as applicable.

7.9. CLOSING ON POLYCLINIC PSA. Except in the case of an assignment of the Polyclinic PSA to Buyer, Seller shall have closed on its acquisition of the Property pursuant to the Polyclinic PSA. In the event Polyclinic defaults and does not sell the Property to Seller, Seller shall not be considered to be in default of this Agreement, but shall be required to pursue all of its remedies under the Polyclinic PSA to cause the Property to be sold to Seller using commercially reasonable efforts. In such event, Buyer agrees to delay the Closing on a day-for-day basis until the PSA Closing. However, if despite Seller's good faith efforts, using all commercially reasonable resources (including, if necessary, litigation), Seller is unable to cause the PSA Closing to occur on or before March 31, 2026, either Party shall have the right to terminate this Agreement by written notice to the other Party, in which event this Agreement shall terminate, the Deposit

shall be returned to Buyer, and the parties shall have no further obligations to the other hereunder; provided, however, if Seller notifies Buyer that Seller shall not further and diligently pursue enforcement of its rights under the Polyclinic PSA, Buyer may elect in Buyer's sole and absolute discretion, to take over the enforcement of those rights pursuant to an assignment to Buyer of the Polyclinic PSA.

7.10 WAIVER. Buyer may, in Buyer's sole discretion, upon notice to Seller and Escrow Agent, waive one or more of the conditions set forth in this Article 7.

ARTICLE 8. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

8.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all respects.

8.3. WAIVER. Seller may, in Seller's sole discretion, upon notice to Buyer and Escrow Agent, waive one or more of the conditions set forth in this Article 8.

ARTICLE 9 CLOSING

9.1 CLOSING/CLOSING DATE.

9.1.1. The closing of the transactions contemplated hereby (the "Closing") shall take place on the same date as the PSA Closing (the "Closing Date"). Buyer and Seller agree acknowledge that Seller, as the PSA Buyer, has the right to accelerate the PSA Closing. At Buyer's sole option, Buyer may instruct Seller, pursuant to a written notice provided to Seller, to deliver the Early Closing Notice to Polyclinic, which Early Closing Notice shall identify the Early Closing Date under the Polyclinic PSA, as selected by Buyer in its sole discretion (but which shall be no earlier than one hundred (100) days after the date of the Early Closing Notice). The date set forth in such Early Closing Notice shall be deemed to be the Closing Date as used in this Agreement, subject to any reversion to the original "Closing Date" pursuant to the terms and conditions of Section 9.1.2 of this Agreement. Seller shall not deliver the Early Closing Notice without Buyer's express written instruction, which may be given or withheld in Buyer's sole discretion.

9.1.2. In the event Buyer elects to have Seller deliver an Early Closing Notice to Polyclinic as set forth in Section 9.1.1, Seller, as landlord, with input from Buyer, shall use

commercially reasonable efforts to negotiate and prepare the form of the Polyclinic PSA Lease; provided, however, Seller shall not agree to the final form of Polyclinic PSA Lease without Buyer's prior written consent. Notwithstanding anything to the contrary contained herein, consistent with the Polyclinic PSA, if Buyer and Polyclinic are unable to agree on the form of the Polyclinic PSA Lease, as evidenced by a written notice from Buyer to Seller of such agreement, no later than two (2) weeks prior to the Early Closing Date, then the Early Closing Notice shall be deemed null and void and Closing under this Agreement and the Polyclinic PSA will occur on the original Closing Date as contemplated herein.

9.1.3. Provided the PSA Closing has occurred and the Closing under this Agreement has not occurred on or before March 3, 2026 through no default of either Party, but subject to Section 7.9, then either Party may elect to terminate this Agreement by written notice to the other Party and the Escrow Agent. The Deposit shall be returned to Buyer effective with such termination pursuant to this Section 9.1.3.

9.2. PRORATIONS AND MONETARY LIENS.

9.2.1. PRORATIONS; ALLOCATION OF COSTS. Real property taxes, assessments and operating expenses related to the Property shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, the costs of the preliminary and binding Title Commitments and the base premium for the Title Policy, all real estate excise or other transfer taxes due in connection with this Agreement (and the transactions contemplated hereby) at Closing or otherwise and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the cost to record the deed, any additional title premiums to obtain extended coverage or additional title endorsements (to the extent required by Buyer), and its own attorneys' fees. All utility charges will be prorated as of the Closing Date. The parties waive the provisions of RCW 60.80.020. Except as otherwise provided in this Section 9.2.1, all other expenses hereunder shall be paid by the Party incurring such expenses.

9.2.2. TAXES. Buyer is exempt by law from the payment of real property ad valorem taxes ("Taxes") on the Property. Seller is and remains liable for the payment of such Taxes, Local Improvement District assessments ("LIDS") and assessments up to the Closing Date and any payments of Taxes, LIDs and assessments unpaid on the Closing Date will be paid from Seller's proceeds by the Escrow Agent on the Closing Date.

9.2.3. MONETARY LIENS. Except as otherwise expressly provided to the contrary in this Agreement, Seller shall pay or cause to be satisfied, at or before Closing, all monetary liens on or with respect to all or any portion of the Property. If Seller fails to pay or satisfy such liens, the Purchase Price shall be reduced by the aggregate amount necessary to satisfy and discharge such liens.

9.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At or prior to the Closing, Seller will deliver to Buyer, either directly or via escrow with the Escrow Agent, the following documents or other items:

9.3.1. A Bargain and Sale Deed (the "Deed") duly executed by the Seller

conveying the Property substantially in the form of **EXHIBIT C** attached hereto;

9.3.2. A bill of sale duly executed by the Seller in substantially the form of **EXHIBIT D** attached hereto for the Personal Property;

9.3.3. A seller's certificate of non-foreign status substantially in the form of **EXHIBIT E**, attached hereto.

9.3.4. A general assignment duly executed by the Seller in substantially the form of **EXHIBIT F**, attached hereto.

9.3.5. An owner's affidavit in the form reasonably acceptable to the Title Company.

9.3.6. Such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonable satisfactory to Buyer and Seller, as may be required to give effect to this Agreement.

9.3.7. To the extent delivered to Seller by Polyclinic, a complete set of keys to the Improvements, appropriately tagged for identification, all access codes, security coded keys, and other access control devices for the Improvements and any and all other codes, information, documents, instruments or agreements and items which Buyer may reasonably require to carry out the intent of this Agreement.

9.3.8. To the extent not previously delivered, and to the extent available, originals of the Due Diligence Materials, which includes, without limitation, all Assigned Contracts and Leases.

9.3.9. A written notice of termination, in respect of each Contract that is not an Assigned Contract.

9.3.10. A real estate excise tax affidavit in the form required by the Washington Department of Revenue, executed by Seller.

9.3.11 A joint settlement statement, setting forth the prorations and adjustments to the Purchase Price respecting the Property to be made pursuant to this Agreement (the "Closing Statement"), executed by Seller.

9.3.12 An assignment and assumption of the Polyclinic PSA Lease and/or Polyclinic Long-Term Lease, as applicable, executed by Seller.

9.4. BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or by wire transfer of immediately available funds in the amount of the Purchase Price (less the Deposit) and the following properly executed documents:

9.4.1. A general assignment duly executed by Buyer in substantially the form of **EXHIBIT F**, attached hereto.

9.4.2. A real estate excise tax affidavit in the form required by the Washington Department of Revenue, executed by Buyer.

9.4.3. Such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonable satisfactory to Buyer and Seller, as may be required to give effect to this Agreement.

9.4.4 The Closing Statement, executed by Buyer.

9.4.5 An assignment and assumption of the Polyclinic PSA Lease and/or Polyclinic Long-Term Lease, as applicable, executed by Buyer.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 SURVIVAL; NON-MERGER. In the event that this Agreement shall terminate or expire pursuant to the terms hereof, the Parties shall have no further obligations hereunder except for any obligations and/or provisions which are expressly stated to survive such termination or expiration of this Agreement. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall survive Closing and not merge with the recording of the Deed and shall survive for a period of twelve (12) months after Closing unless a different time period is expressly provided for in this Agreement, except for those representations set forth in Sections 3.1.2, 3.1.3, 3.1.4 and 3.1.8, each of which shall survive Closing until such time as the applicable statute of limitations for claims arising from a breach of each such representation has expired.

10.2 DEFAULT AND ATTORNEYS' FEES.

10.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to a default by Buyer hereunder (and such default is not cured by Buyer within ten (10) Business Days after Seller has given Buyer written notice of same), Seller's sole and exclusive remedy shall be to terminate this Agreement by written notice to Buyer and to retain the Deposit as liquidated damages (and, in the event of such termination, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement). The Parties expressly agree that (i) the Deposit represent adequate consideration to compensate Seller for damages in the event of Buyer's default, acknowledging that actual damages may be difficult to ascertain, and (ii) that this provision does not constitute a penalty.

10.2.2. DEFAULT BY SELLER. Seller shall be deemed to be in default at any time prior to Closing of this Agreement if (a) Closing does not occur due to a default or breach of Seller hereunder (and such default is not cured by Seller within the shorter of (i) ten (10) Business Days after Buyer has given Seller written notice of same, or (ii) if such default is the result of, or otherwise is also, a default of Seller under the Polyclinic PSA as PSA Buyer, then, two (2) Business Days fewer than the time period to cure such a default provided under the Polyclinic PSA, if any), (b) Seller fails to comply with the terms and obligations in this Agreement, or Seller otherwise breaches any representations or warranties contained herein, and such failure or breach is not cured

within the shorter of (i) ten (10) Business Days after Buyer has given Seller written notice of same, or (ii) if such default is the result of, or otherwise is also, a default of Seller under the Polyclinic PSA as PSA Buyer, then, two (2) Business Days fewer than the time period to cure such a default provided under the Polyclinic PSA, if any, or (c) the transaction contemplated in the Polyclinic PSA does not occur by reason of a PSA Buyer default arising by act or omission of Seller. In the event Seller is in default of this Agreement prior to Closing as provided in the foregoing sentence, then Buyer may, as its sole and exclusive remedy for such default, either (i) terminate this Agreement by written notice to Seller and the Escrow Agent in which event the Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for the reasonable out-of-pocket costs actually incurred to third parties in connection with this transaction but such reimbursement shall not exceed \$100,000, provided, however, that, for avoidance of doubt, any costs incurred by Buyer in connection with actions to cure a PSA Buyer default under the Polyclinic PSA pursuant to Section 10.2.4 shall not be subject to the foregoing cap or (ii) bring an action for specific performance. In seeking any equitable remedies, Buyer shall not be required to prove or establish that Buyer does not have an adequate remedy at law. Seller hereby waives the requirement of any such proof and acknowledges that Buyer would not have an adequate remedy at law for Seller's breach of this Agreement. Notwithstanding the foregoing, if Buyer elects to seek specific performance pursuant to the foregoing subsection (ii), but such specific performance request is denied by the relevant adjudicating body, then, effective one (1) day after such denial, Buyer shall be deemed to have elected the remedies under subsection (i) under this Section 10.2.2. Buyer may seek specific performance with respect to any failure by Seller to (x) convey the Property per the terms of this Agreement, or (y) assign Seller's contract vendee interest in the Polyclinic PSA as contemplated by this Agreement. Upon a termination of this Agreement pursuant to this Section 10.2.2, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement.

10.2.3. ATTORNEY'S FEES. If either Party commences any action or proceeding against the other Party to enforce this Agreement (including any action for specific performance or other equitable remedy), the prevailing party in such action or proceeding shall be entitled to recover from the other party actual and reasonable attorney's fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained, whether incurred in arbitration, at trial, on appeal, or in any bankruptcy or insolvency proceeding.

10.2.4 Default and Polyclinic PSA. Seller shall provide Buyer with written notice of any notice of default or breach of the Polyclinic PSA received from Polyclinic within one (1) day of Seller's receipt of same. Buyer shall have the right, but not the obligation, to take any and all actions to cure any alleged default of Seller, as PSA Buyer, under the Polyclinic PSA, and Seller shall coordinate and facilitate any such cure effort with Polyclinic, as may be required to effectuate any such cure. In the event Buyer expends any monies to cure a default of PSA Buyer thereunder, Buyer shall be entitled to reimbursement by Seller for such monies (which right shall survive termination of this Agreement), which right includes, without limitation, the right to set off the amount expended against the Purchase Price at Closing. Furthermore, to the extent that a Material Default (as defined below) occurs and Buyer directly purchases the Property from Polyclinic, whether pursuant to the Assignment Transaction as contemplated herein, or through direct conveyance between Buyer and Polyclinic following termination of the Polyclinic PSA, then, the

Parties acknowledge as follows: (a) neither the Purchase Price or Assignment Fee is due and payable by Buyer to Seller if Buyer directly purchases the Property from Polyclinic following termination of the Polyclinic PSA by reason of a Material Default, and (b) if the Closing occurs hereunder pursuant to an Assignment Transaction following a Material Default, the Assignment Fee shall be \$1.00. As used herein, a “Material Default” means (x) any uncured default of Seller hereunder or under the Polyclinic PSA which is the result of an intentional misrepresentation or from the willful misconduct of Seller which misconduct is cured by Buyer or which otherwise results in Polyclinic terminating the Polyclinic PSA or (y) any act of Seller to terminate the Polyclinic PSA absent written approval by Buyer, other than a termination by reason of an uncured default of Polyclinic (provided that (1) Seller timely delivers a notice of default to Polyclinic by reason of such breach, and Polyclinic does not timely cure, and (2) Seller is not also in default under the Polyclinic PSA at the time of such termination), or (z) Buyer, pursuant to Section 10.2.2, obtains an order of specific performance against Seller.

10.3 TIME.

10.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

10.3.2. COMPUTATION OF TIME. Any reference to “day” in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day or “Business Day” in this Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

10.4 NOTICES. Any notice required or allowed under this Agreement must be in writing and addressed to the appropriate address set forth below, and must either be: (i) hand delivered (deemed received on receipt or refusal of delivery); (ii) delivered by a nationally recognized overnight express delivery service (deemed received the next day); (iii) deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt requested (deemed received the third (3rd) day after posting); or (iv) sent by electronic mail (deemed delivered on the date of transmission, so long as a copy of such notice is delivered using one of the foregoing delivery methods within two (2) business days following the date of the electronic mail transmission). Notice may be given by counsel for the parties, and such notice shall be deemed given by Seller or Buyer, as the case may be, for all purposes under this Agreement. Addresses for notice shall be as follows:

If to Buyer:	King County Real Estate Services Attention: Section Manager ADM-ES-0830 500 Fourth Avenue, Room 830
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Seattle, WA 98104
Email: steve.rizika@kingcounty.gov

with a copy to: K&L Gates LLP
Attention: Marisa N. Bocci
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
Email: marisa.bocci@klgates.com

If to Seller: Guntower Capital LLC
1421 34th Avenue #300
Seattle, WA 98122
Attention: Chris Langer
Email: chris@gtcptl.com
Attention: Charlie Bauman
Email: charlie@gtcptl.com

with a copy to: Peterson Russell Kelly Livengood PLLC
10900 NE 4th Street, Suite 1850
Bellevue, WA 98004
Attention: John Sherwood Jr.
Email: jsherwoodjr@prklaw.com

If to Escrow Agent: Stewart Title Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
Attention: Peter Johndrow
Email: Peter.Johndrow@stewmi.com

10.5 ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits and Schedules attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement, signed by all Parties.

10.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

10.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

10.8. BINDING EFFECT. Subject to Section 10.14 below, this Agreement shall be binding upon and inure to the benefit of each Party and its successors and assigns.

10.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as seller and buyer of the Property. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

10.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

10.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by any other Party in order to carry out the provisions and purposes of this Agreement. The obligations of this section shall survive Closing for a period of twelve (12) months.

10.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that any Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

10.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties and all such persons and entities indemnified under Section 5.1.1 above, and shall not create any rights in any other person or entity.

10.14. ASSIGNMENT. Neither Party shall not assign this Agreement or any rights hereunder without the other Party's prior written consent.

10.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated by the Parties and shall not be construed as if it has been prepared by one of the Parties, but rather as if all Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against any Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

10.16. DUPLICATES AND COUNTERPARTS. Duplicate counterparts of this Agreement may be executed and together will constitute a single original document. A copy of an executed counterpart of this Agreement that is transmitted by facsimile or email in PDF or TIF (or other similar) format shall constitute an original for all purposes. Furthermore, this Agreement may be executed via DocuSign or similar electronic signature software, and such signatures shall constitute an original for all purposes.

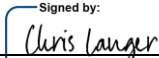
10.17. EXHIBITS AND SCHEDULES. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT 1	Polyclinic PSA
EXHIBIT 2	Polyclinic PSA Terms
EXHIBIT 3	Assignment Terms
Exhibit 4	Polyclinic Lease Term Sheet
EXHIBIT A	Legal Description
EXHIBIT B	Form 17 Environmental Disclosure Statement
EXHIBIT C	Bargain and Sale Deed
EXHIBIT D	Bill of Sale
EXHIBIT E	Certificate of Non-Foreign Status
EXHIBIT F	General Assignment
EXHIBIT G	Form of Assignment of Contract Interests
Schedule 3.1.11	Leases and Contracts
Schedule 3.1.12	Ongoing Work

[Signature Page Follows]

EXECUTED on the dates set forth below.

SELLER: GUNTOWER CAPITAL LLC,
a Washington limited liability company

By: 
Signed by: D65FC753403F4A1...

Name: Chris Langer

Title: Manager

Date: 1/7/2025

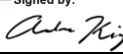
BUYER: KING COUNTY

By: 
DocuSigned by: 22F0157CCF6B4B8...

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

Date: 1/16/2025

APPROVED AS TO FORM:

By: 
Signed by: AB4A5094D9C34AF
Senior Deputy Prosecuting Attorney

JOINDER BY ESCROW AGENT

Stewart Title Guaranty Company, referred to in this Agreement as “Escrow Agent,” hereby acknowledges receipt of this Agreement.

STEWART TITLE GUARANTY COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT 1

Polyclinic PSA

[attached]

PURCHASE AND SALE AGREEMENT

Between

GUNTOWER CAPITAL LLC, a Washington limited liability company

as Purchaser,

and

THE POLYCLINIC MSO, LLC, a Delaware limited liability company

as Seller,

January 10, 2024

Dated ~~11-10-2023~~ 11-10-2023, ☐

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of 1'fo□□10,□□ (the "**Effective Date**") by and between GUNTOWER CAPITAL LLC, a Washington limited liability company and, if applicable, the Pennitted Assignee ("**Purchaser**"), and THE POLYCLINIC MSO, LLC, a Delaware limited liability company ("**Seller**").

W I T N E S S E T H:

For and in consideration of the mutual covenants and promises hereinafter set forth, the paities hereto do hereby mutually covenant and agree as follows:

Section 1. **Agreement To Purchase.** Purchaser agrees to purchase and Seller agrees to sell, for the Purchase Price (as defined in Section 2 hereof) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and upon each and every one of the telms and conditions hereinafter set fmih, all of Seller's rights, title and interest in the following described property (all of which are collectively refen-ed to as the "**Property**"):

(a) fee simple interest in and to the parcel of land located at 1145 Broadway, Seattle, Washington, and more particularly described on **Exhibit "A"** attached to this Agreement and made part of this Agreement (the "**Land**");

(b) all of the buildings, structures, structural appurtenances, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land and all plumbing, gas, electrical, ventilating, lighting and other utilities and utility systems, ducts, hot water heaters, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the building (the "**Improvements**"; and with the Land, collectively, the "**Real Property**");

(c) all easements, rights-of-way, appurtenances and other rights and benefits thereunto belonging to, on or abutting the Land; and

(d) to the extent assignable, any contracts, permits, licenses and wananties regarding the Property (collectively, the "**Property Documents**").

Section 2. **Purchase Price.** The purchase price to be paid to Seller for the Property shall be Twenty-Eight Million and No/100 Dollars (\$28,000,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser by bank wire of same day U.S. funds as follows, subject to the prorations and adjustments set forth in Section 8 below:

(a) **Deposit.**

(i) An earnest money deposit of Five Hundred Thousand and Noll 00 Dollars (\$500,000.00) (such sum being the "**Initial Deposit**"; and together with the Second Deposit and any interest thereon, the "**Earnest Money Deposit**")

shall be deposited by Purchaser within three (3) Business Days (as hereinafter defined) after the Effective Date with Stewart Title Guaranty Company, 1420 5th Avenue, Suite 440, Seattle, Washington 98101, Attention: Peter Johndrow (the "**Escrow Agent**" or "**Title Company**"). The Initial Deposit shall immediately become non-refundable to Purchaser; however, if Closing occurs, the Initial Deposit will be applied to the Purchase Price.

(ii) On or before the date that is one year following the expiration of the Due Diligence Period, Purchaser shall deposit with Escrow Agent an additional earnest money deposit of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "**Second Deposit**"). The Second Deposit shall immediately become non-refundable to Purchaser; however, if Closing occurs, the Second Deposit, in addition to the Initial Deposit, will be applied to the Purchase Price.

(iii) The Earnest Money Deposit, while non-refundable, shall be held by Escrow Agent in an interest-bearing account (with interest credited to Purchaser).

(b) At Closing (as defined in Section 6 hereof), the balance of the Purchase Price shall be deposited with the Escrow Agent and shall be paid to Seller at Closing.

Section 3. *Escrow.*

(a) In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect to:

(i) any action taken or omitted which is not in contravention of specific provisions of this Agreement and which is taken or omitted in good faith upon advice of its counsel; or

(ii) any action taken or omitted in reliance upon and in conformity with any instillment, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

The parties hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof unless due to the gross negligence or willful misconduct of Escrow Agent. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to enter into the custody of any court of competent jurisdiction all money or property in its hands

under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof the parties shall bear all costs and expenses of any such legal proceedings.

Section 4. *Due Diligence Materials/Due Diligence Period.*

(a) Prior to the Effective Date, Seller delivered to Purchaser electronic copies of the following items to the extent the same are in Seller's possession (the "**Due Diligence Materials**"): (i) any development capacity studies, plan sets, design specifications, engineering or consultant reports, geotechnical/soils reports, and permit documentation; (ii) Seller's most recent Phase I environmental report and any other environmental reports or studies for the Property; (iii) Seller's most recent ALTA survey of the Property; (iv) as-built plans for the Property; (v) financial Statements for the Property for years 2019, 2020, 2021, 2022 and year-to-date 2023; (vi) all leases, service contracts and other agreements affecting the Property that will be binding upon Purchaser following Closing; (vii) operating expense Recovery Statements for the prior two (2) years, as well as corresponding back-up (e.g., utility bills, maintenance invoices); (viii) a rent roll for the Property, including a schedule of all outstanding tenant improvement allowances, leasing commissions, security deposits, and free and/or abated rent; (ix) capital budgets for the Property for years 2019, 2020, 2021, 2022 and 2023; (x) a list of any major repairs made to the Property over the prior three (3) years; (xi) a breakdown of the personnel employed by a third party in managing the Property, or, if the Property is managed by a third-party manager, a copy of the management agreement; (xii) Seller's existing title policy for the Property; (xiii) a copy of any unrecorded declarations or deed restrictions affecting the Property; and (xiv) a copy of all loan documents secured by the Property.

(b) Purchaser, at Purchaser's expense, shall be entitled to obtain or perform whatever investigations, tests, reports and inspections of the Property that Purchaser deems reasonably appropriate, together with all other information (other than matters of public record) obtained through inspection of the Property by Purchaser, its affiliates, lenders, engineers, employees, attorneys, accountants and other professionals or agents relating to the Property during the Due Diligence Period; provided, however, Purchaser shall not conduct any invasive or physical sampling, borings, or testing of soil, groundwater, building materials, or other substances on the Property without Seller's consent. Any final written reports by third parties obtained by and prepared for Purchaser shall be referred to collectively as the "**Purchaser's Reports.**"

Purchaser acknowledges and agrees to use the Due Diligence Materials and Purchaser's Reports solely for evaluating the purchase of the Property. The Due Diligence Materials and Purchaser's Reports will be treated by Purchaser, its affiliates, lenders, employees and agents as confidential, and will not be reproduced and/or disclosed to anyone other than on a need-to-know basis, except as otherwise required by law, and to Purchaser's agents and consultants who agree to maintain the confidentiality of such information. The Due Diligence Materials will be returned, and copies of the

Purchaser's Reports shall be delivered, to Seller by Purchaser if the Closing does not occur. The confidentiality provisions of this Section shall not apply to any disclosures made by Purchaser (x) as required by law, by court order or in connection with any subpoena served upon Purchaser; provided, Purchaser shall provide Seller with notice before making any such disclosure, or (y) to its lender(s) and/or partner(s) or investors or financial advisors, attorneys, accountants or engineers, or (z) to governmental agencies, departments or regulatory bodies if disclosures are made in connection with investigating the Property. If this Agreement is terminated prior to Closing, Purchaser shall promptly return to Seller all of the Due Diligence Materials and copies of all of the Purchaser's Reports. The obligations of Purchaser under this subsection shall survive the termination of this Agreement, and Purchaser acknowledges and agrees that these confidentiality requirements are reasonably necessary to protect and preserve the business and assets of Seller.

Purchaser shall have a period of time (the "**Due Diligence Period**"), which commences upon the Effective Date, and expires at 6:00 pm (Eastern Standard Time) forty-five (45) days thereafter within which to deliver to Seller a written notice of Purchaser's election to either (1) terminate this Agreement, and upon Seller's receipt of such written notice, this Agreement shall automatically terminate and Purchaser shall return to Seller all of the Due Diligence Materials and copies of the Purchaser's Reports, and the parties hereto shall be released of any further obligation or liability, each to the other, under the terms of this Agreement, except for those obligations intended to survive termination as expressly set forth herein; or (2) not terminate this Agreement, which election not to deliver to Seller a termination notice shall be conclusively deemed to constitute Purchaser's (i) waiver of Purchaser's right to cancel the Agreement pursuant to this Section; and (ii) desire to proceed to close the transaction contemplated hereby in accordance with the terms of this Agreement. If Purchaser fails to terminate this Agreement prior to the expiration of the Due Diligence Period, Purchaser is deemed to have waived its termination rights under this Section 4(b).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED TO REQUIRE SELLER TO CURE ANY MATTER OR MATTERS TO WHICH PURCHASER OBJECTS OR TO REQUIRE PURCHASER TO PERMIT SELLER TO CURE ANY MATTER OR MATTERS TO WHICH PURCHASER OBJECTS.

Section 5. *Access to Property for Due Diligence.*

(a) Purchaser shall have until the expiration of the Due Diligence Period to inspect the Property and perform whatever investigations, tests and inspections Purchaser deems reasonably appropriate upon at least three (3) Business Days' prior notice to Seller; provided, however, Purchaser shall not conduct any invasive or physical sampling, borings, or testing of soil, groundwater, building materials, or other substances on the Property without Seller's consent which shall not be unreasonably withheld if Purchaser's Phase I environmental assessment recommends obtaining a Phase II environmental site assessment; provided, however, such consent

shall be conditioned on Purchaser delivering to Seller a reasonably detailed plan to complete such Phase II reasonably acceptable to Seller. During the term of this Agreement, including after expiration of the Due Diligence Period, Purchaser or its agents shall be permitted access to the Property upon at least three (3) Business Days' prior notice to Seller and, if Seller so elects, Purchaser or its agents shall be accompanied by a representative of Seller and/or Tenant during any such access. Purchaser agrees that such access shall be afforded in such a manner as not to unreasonably interfere with the current businesses or operations of Seller or Tenant or any of their respective clients, customers, suppliers or distributors. Purchaser shall indemnify Seller for any loss or damage, including court costs and attorneys' fees, incurred by Seller due to Purchaser's inspection of the Property hereunder. Purchaser shall promptly restore the Property to substantially the same condition existing prior to the commencement of such activities that disturb or alter the Property. Furthermore, Purchaser agrees to maintain and cause any of its representatives or agents conducting any surveys, tests, investigations, analysis or assessments pursuant to this Section to maintain and have in effect workers' compensation insurance, with statutory limits of coverage, and commercial general liability insurance with (i) all risk coverage (ii) waiver of subrogation, and (iii) limits of not less than Three Million Dollars (\$3,000,000) in the aggregate or Two Million Dollars (\$2,000,000) per occurrence for personal injury, including bodily injury and death, and property damage. Purchaser shall name Seller as an additional insured on such insurance.

(b) From the Effective Date until Closing, Purchaser shall be allowed to market the Property for lease prior to Closing, but no new leases (i) shall be entered into that are not contingent on the Closing of the sale of the Property to Purchaser and (ii) shall not commence prior to the Closing Date. If Purchaser desires to show the Property to a prospective tenant, Purchaser shall notify Seller and schedule any tour of the Property on a date and at a time reasonably acceptable to Seller in order to minimize any disruption in Seller's ongoing business operations at the Property.

(c) Following the Effective Date, subject to the confidentiality provisions of this Agreement, Purchaser may, in its sole and absolute discretion, pursue issuance of entitlements and permits with the City of Seattle for the Proposed Project, discuss the Property and/or Proposed Project publicly and with prospective tenants, and seek all other necessary governmental approvals to permit Purchaser to construct or modify the Property for the Proposed Project. Seller agrees to reasonably cooperate, at no liability or out-of-pocket cost or expense to Seller, with Purchaser's commercially reasonable efforts to obtain approvals, entitlements and permits that the Purchaser determines necessary for the Proposed Project, including executing, acknowledging, and delivering such documents as may be reasonably necessary and customary to affect approvals, entitlements and permits for the Proposed Project, such as signing of any application documents, and acquisition of utilities (the "**Approval Documents**"). Purchaser shall be responsible for all costs and expenses reasonably incurred by Seller in connection with Seller's cooperation under this Section 5(c). Notwithstanding the foregoing, no action by Purchaser taken under this Section 5(c) (i) may be binding upon the Property unless and until Closing

occurs and (ii) may not bind Seller without Seller's prior written consent, which consent shall be in its sole and absolute discretion, and if so consented, may not bind the Property unless and until the Closing occurs. **"Proposed Project"** means the redevelopment or renovation of the Property.

Section 6. *Closing.*

(a) Subject to the provisions of Section 7 of this Agreement, the closing of the purchase and sale transaction contemplated by this Agreement (the **"Closing"**) shall occur on the date that is two (2) years following the expiration of the Due Diligence Period (the **"Closing Date"**), or such earlier date as determined by Purchaser with at least ninety (90) days' prior written notice to Seller (**"Early Closing Notice"**) specifying the early closing date (**"Early Closing Date"**). Should Purchaser timely deliver Seller the Early Closing Notice, Seller, as tenant, and Purchaser, as landlord, shall execute and deliver a lease agreement for the Property to commence on the Early Closing Date and expiring on the Closing Date that would have occurred two (2) years following the expiration of the Due Diligence Period, having the terms and conditions set forth on **Exhibit "B"** of this Agreement (the **"Lease"**). If the Early Closing Notice is delivered, Seller shall draft the Lease and the parties shall diligently negotiate the final form of Lease in good faith. If the parties are unable to so agree at least two (2) weeks prior to the Early Closing Date, then the Early Closing Notice shall be null and void and Closing will occur on the original Closing Date.

(b) The Closing shall occur through escrow by the parties providing closing documents to the Title Company by mail or recognized overnight courier service. Nothing contained herein shall require Purchaser or Seller to be physically present at the Closing. Seller shall transfer to Purchaser physical possession of the Property at Closing, subject to the Permitted Exceptions (as hereinafter defined).

(c) **Seller Deliverables.** At or prior to Closing, Seller shall prepare and Seller shall execute, as required, and deliver, or cause to be executed and delivered to Purchaser, the following documents:

- (i) A bargain and sale deed (the **"Deed"**) conveying to Purchaser fee simple title in and to the Real Property, subject only to the Permitted Exceptions;
- (ii) A General Assignment of the Property Documents (the **"General Assignment"**);
- (iii) If applicable, the Lease;
- (iv) Commercially reasonable subordination and non-disturbance agreements executed by Seller, as tenant, under the Lease, if applicable;
- (v) A customary seller's affidavit in form and substance reasonably acceptable to Seller;

- (vi) A non-foreign affidavit that complies with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended (the **"Code"**);
 - (vii) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company;
 - (viii) A certificate certifying that each warranty and representation made by Seller in Section 11 of this Agreement is true and correct in all material respects as of the Closing as if made by Seller at such time, except as shall have been disclosed to and waived by Purchaser in writing;
 - (ix) A closing statement verifying the adjustments (if any) to the Purchase Price and other prorations, credits or charges (the **"Closing Statement"**); and
 - (x) Such other documents that may be reasonably required by the Title Company to close the transaction contemplated by this Agreement.
- (d) Purchaser Deliverables. At or prior to Closing, Purchaser shall execute, as required, and deliver, or cause to be executed and delivered to Seller, the following documents:
- (i) The General Assignment;
 - (ii) If applicable, the Lease;
 - (iii) Deliver the Purchase Price to the Title Company, plus or minus the prorations and any credits or charges, by wire transfer;
 - (iv) Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the Title Company;
 - (v) A certificate certifying that each warranty and representation made by Purchaser in Section 12 of this Agreement is true and correct in all material respects as of the Closing as if made by Purchaser at such time, except as shall have been disclosed to and waived by Seller in writing;
 - (vi) The Closing Statement; and
 - (vii) Such other documents that may be reasonably required by the Escrow Agent and/or Title Company to close the transaction contemplated by this Agreement.

Section 7. ***Conditions to Closing.***

(a) Purchaser shall not be obligated to close the purchase and sale transaction contemplated by this Agreement until all of the following conditions have been waived by Purchaser or satisfied (and the following shall constitute covenants of Seller hereunder):

(i) Seller has delivered those documents to Purchaser set forth in Section 6(c) of this Agreement; and

(ii) The Title Company shall be committed to provide to Purchaser, subject only to payment of the premium therefor and the Permitted Exceptions, the Title Policy.

(b) Seller shall not be obligated to close until all of the following conditions have been waived by Seller or satisfied (and the following shall constitute covenants of Purchaser hereunder):

(i) Purchaser shall have delivered to Seller those documents set forth in Section 6(d) of this Agreement.

Section 8. ***Prorations; Transaction Costs.*** Seller and Purchaser agree to the following prorations and allocation of costs regarding this Agreement:

(a) Seller will pay the cost of the standard coverage portion of the Title Policy and Purchaser will pay the cost of the extended coverage portion of the Title Policy and any endorsements desired by Purchaser, and the costs of any lender's policy of title insurance and any endorsements thereto, including but not limited to title search and examination fees, and premiums and endorsement costs. Purchaser will pay for any Survey.

(b) Seller and Purchaser will each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.

(c) Seller will pay any State real estate stamp, documentary, deed, transfer, or excise taxes payable in connection with the recording of the Deed.

(d) Real and personal property taxes and assessments payable in the year in which Closing takes place will be prorated between Seller and Purchaser as of the Closing Date (with the Closing Date being charged to Purchaser). All prior years' taxes and assessments, if any, will be paid by Seller. The tax and assessments prorations shall be final and shall not be adjusted after Closing. Purchaser shall pay any sales or use tax applicable to the transfer of personal property included in the sale of the Property.

(e) Seller will pay the cost of recording the Deed. Purchaser will pay the cost of recording all documents related to any loan obtained by Purchaser.

(f) Utilities, water and all other operating costs of the Property will be allocated between Seller and Purchaser as of the Closing Date, so that Seller pays that part of operating costs accrued on and before the Closing Date, and Purchaser pays that part of operating costs accrued after the Closing Date. Purchaser and Seller hereby waive the right to have the Title Company disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80.

(g) Each of the parties will pay its own attorneys', accounting, lender and consultant fees, except that in the event of a default or dispute under this Agreement the provisions of Section 15(c) shall apply. Purchaser will pay the costs associated with Purchaser's inspection of the Property, including but not limited to the cost of any surveys or third party consultants' reports.

Section 9. *Title Commitment/Policy.*

(a) Seller shall order deliver to Purchaser a commitment for a policy of owner's title insurance (the "**Title Commitment**") for the Property from the Title Company with hyperlinks to any exceptions set forth in Schedule B of the Title Commitment. The Title Commitment shall be issued by the Title Company and shall provide for issuance of a title insurance policy in the American Land Title Association's owner's title insurance policy form, subject to the Title Company's requirements in the Title Commitment, and shall insure Purchaser's fee simple title in the amount of the Purchase Price for the same, subject to the Permitted Exceptions (the "**Title Policy**").

(b) Purchaser shall have until ten (10) days prior to the date upon which the Due Diligence Period expires (the "**Objection Period**") to examine Title Commitment and Survey (as defined below). Purchaser may (1) accept title as it is shown in the Title Commitment and, if applicable, the Survey, or (2) provide Seller with written notice (the "**Objection Notice**") on or before expiration of the Objection Period of those items to which Purchaser objects (the "**Title Defects**").

(c) Upon receipt of Purchaser's Objection Notice, Seller shall have five (5) days thereafter to give Purchaser written notice ("**Seller's Response**") either that (i) Seller shall remove all or some Title Defects prior to the Closing; or (ii) Seller elects not to cause all Title Defects to be removed (specifying which Title Defects Seller elects not to so remove). If Seller fails to respond to the Objection Notice, Seller shall be deemed to have refused to cure all Title Defects set forth in the Objection Notice on or before the Closing Date in accordance with clause (ii) above. If Seller elects to cure any of the Title Defects, Seller shall have until the Closing (the "**Cure Period**") in which to cure such Title Defects. If Seller gives Purchaser notice under either clause (i) that Seller is not causing all Title Defects to be removed or clause (ii) above, Purchaser may elect within five (5) business days after such notice to either (a) terminate this Agreement whereupon the Earnest Money Deposit shall be refunded to Purchaser, or (b) waive such objection and proceed to Closing and any Title Defects shall become Permitted Exceptions. If Seller agrees to cure any Title Defects, Seller may extend the Closing Date up to a maximum of twenty (20) days in order to cure such Title Defects. If Purchaser does not

make an election under either clause (a) or (b) above, Purchaser is deemed to have elected clause (b) and the parties shall proceed to Closing.

(d) In the event that Purchaser fails to timely deliver an Objection Notice prior to expiration of the Objection Period, Purchaser shall be deemed to have approved the Title Commitment and Survey and those matters disclosed on the Title Commitment and Survey shall be Permitted Exceptions; provided, however, that Seller is responsible for Monetary Liens and any Monetary Lien shall be automatically objected to by Purchaser. **"Monetary Lien"** means any lien affecting title to the Property that secures a monetary amount, including any mortgage or deed of trust liens, and which is created as a result of actions or inactions of Seller, its agents or affiliates, but excluding (i) property taxes and assessments, which shall be prorated as of the Closing Date, and (ii) liens created as a result of acts of Purchaser, its agents or affiliates.

(e) **"Permitted Exceptions"** are (i) those listed in Schedule B of the Title Commitment or Survey that are not timely objected to by Purchaser as Title Defects, (ii) matters disclosed by an accurate survey of the Property if the Survey is not obtained by Purchaser and if the Survey is obtained, matters disclosed by the Survey that are not timely objected to by Purchaser; (iii) those exceptions that are approved or deemed approved by Purchaser pursuant to the terms of this Section 9, (iv) matters created by, through or under Purchaser, (v) real estate taxes and assessments not yet due and payable, (vi) if applicable, rights of Seller, as tenant, under the Lease, and (vii) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, applicable building and zoning laws, ordinances and regulations, in each case now or hereafter in effect relating to the Property.

(f) Purchaser may, at Purchaser's election and expense, employ a surveyor licensed by the state in which the Property is located to prepare an American Land Title Association survey (the **"Survey"**) of the Property. If obtained, the Survey shall be certified to Purchaser and the Title Company. Purchaser shall be provided the same objection mechanisms and timeframes for objections to the Survey as are described for the Title Commitment in this Section 9.

Section 10. ***Risk of Casualty Loss and Condemnation.***

(a) From the Effective Date until Closing, Seller shall continue to maintain, or caused to be maintained, the Property and all other improvements in good condition and repair, reasonable wear and tear and casualty excepted. Seller shall maintain commercially reasonable insurance on the Real Property throughout the term of this Agreement. Any and all risks associated with ownership of the Property shall be borne by Seller from the Effective Date until Closing. If the Property incurs material damage prior to the Closing Date and is not substantially repaired or restored on or before the Closing Date, Purchaser may, at its election, (i) terminate and cancel this Agreement in which event Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, or (ii) proceed to Closing in which event Seller shall assign its right to receive any insurance proceeds as a result of such damage and the Purchase Price shall not be reduced except to the extent of any applicable deductible that

reduces such insurance proceeds. If Purchaser shall elect, in accordance with clause (i) above, to terminate this Agreement, promptly following receipt of such termination notice by Purchaser, the Escrow Agent shall return the Earnest Money Deposit to Purchaser and the parties shall be released of any further obligation or liability under the terms of this Agreement, except for those obligations that expressly survive termination under this Agreement. To the extent that there is damage to the Real Property that is not "material damage" and Seller has not substantially repaired or restored the Real Property prior to the Closing Date, Seller shall assign the insurance proceeds payable as a result such damage to Purchaser, with Seller being responsible for the payment of any applicable deductible and the parties shall proceed to Closing. For purposes of this Section IO(a), "**material damage**" shall mean a casualty wherein the cost to repair or replace shall exceed ten percent (10%) of the Purchase Price, as determined by a licensed general contractor selected by Seller and reasonably acceptable to Purchaser.

(b) If, after the Effective Date and prior to the Closing, Seller shall receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against the all of the Real Property or any material portion thereof, Seller shall immediately notify Purchaser in writing, and Purchaser shall elect within fifteen (15) days from and after the date of such notice or Purchaser's independent discovery of such threatened or pending proceedings either:

(i) by written notice to Seller to terminate this Agreement and Purchaser shall return to Seller all of the Due Diligence Materials received, Escrow Agent shall return the Earnest Money Deposit to Purchaser and the parties shall be released of any further obligation or liability under the terms of this Agreement, except for those obligations that expressly survive termination under this Agreement, or

(ii) to not respond to such notice, in which event both Purchaser and Seller will proceed with the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at Closing all condemnation proceeds and rights to additional condemnation proceeds, if any. All actions taken by Seller with regard to such eminent domain or like proceedings, including but not limited to, negotiations, litigation, settlement, appraisals, and appeals, shall be subject to the approval of Purchaser, which approval shall not be unreasonably withheld, conditioned or delayed.

The risk of condemnation or eminent domain shall be borne by Seller until the Closing Date. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Seller will inform Purchaser of all such negotiations of which Seller has notice and will permit Purchaser to take part therein. In the event that Purchaser reasonably disapproves of the taking or the award related to any material taking, Purchaser may upon written notice to Seller, terminate this Agreement and the Earnest Money Deposit shall be returned to Purchaser and the parties

shall be released of any further obligation or liability under the terms of this Agreement, except for those obligations that expressly survive termination under this Agreement.

For purposes of this Section 10(b), a "**material**" eminent domain proceeding is one in which a taking of either (i) ten (10%) or more of the Real Property is proposed, or (ii) access to the Property will be materially affected following the taking, or (iii) the parking for the Real Property will become non-compliant with applicable zoning requirements.

Section 11. ***Representations of Seller.*** Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date (as if made separately on both of such dates), that the following shall be true, accurate and complete:

(a) **Organization and Standing.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to own and operate the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby. Upon execution of this Agreement on behalf of Seller, this Agreement shall be a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) **Litigation.** There are no actions or proceedings pending against Seller that materially adversely affects Seller's ability to perform under this Agreement.

(c) **Condemnation.** Except as set forth in the Due Diligence Materials, Seller has received no written notice from any governmental authority regarding any pending or proposed condemnation of any portion of the Property.

(d) **Foreign Person.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

(e) **OFAC.** Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) **Environmental Condition.** To Seller's knowledge, there are no known environmental issues affecting the Property.

(g) Any representations and warranties by Seller in this Agreement that are made to Seller's knowledge are only to the current actual knowledge (as opposed to constructive, implied or imputed) of Adam Wilford (the "**Seller's Representative**"), without any duty of inquiry or investigation on the part of Seller's Representative, and

shall not be construed, by imputation or otherwise, to refer to the knowledge of any parent, subsidiary or affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller, and the above shall not be construed to create, in and of itself, any personal liability on the part of the Seller's Representative. The representations and warranties of Seller in this Agreement shall survive the Closing for a period of three (3) months.

Section 12. ***Representations of Purchaser.*** Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date (as if made separately on both of such dates), that the following shall be true, accurate and complete:

(a) **Authority.** Upon execution of this Agreement on behalf of Purchaser, this Agreement shall be a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Washington and has all requisite corporate power and authority to acquire the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby.

(b) **Litigation.** There are no actions, proceedings or investigations pending involving Purchaser that question the validity of this Agreement or adversely affect Purchaser's ability to consummate the transactions contemplated by this Agreement.

(c) **Compliance With Other Instruments.** The execution, delivery and performance by Purchaser of this Agreement will not violate, or constitute a default under, any provision of Purchaser's organizational documents or of any agreement or other instruments to which Purchaser is a party or by which Purchaser or any of its property is bound.

(d) **OFAC.** Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) **Bankruptcy.** No petition in bankruptcy, insolvency, reorganization or rearrangement under any bankruptcy or insolvency law has been filed by or against Purchaser; no action has been commenced for the appointment of a trustee or receiver of Purchaser or any of its properties; and Purchaser is not insolvent and has not made an assignment for the benefit of its creditors.

The representations and warranties of Purchaser set forth in this Agreement shall survive the Closing for a period of three (3) months.

Section 13. **Notices.** All notices must be in writing and given at the applicable pmii's addresses stated below. All notices provided or pennitted to be given under this Agreement may be served by delivering the same in person to such party by a nationally-recognized, overnight delivery service (e.g., Federal Express); or electronically during normal business hours (prior to 6:00 p.m. Eastern) with a conffinnation copy delivered by recognized, overnight delivery service (e.g., Federal Express):

If intended for Purchaser: Guntower Capital LLC
1421 34th Ave #300
Seattle, WA 98122
Attn: Charlie Bauman
E-Mail: charlie@guntowercapital.com

With a copy to: Peterson Russell Kelly Livengood PLLC
10900 NE 4th Street, Suite 1850
Bellevue, WA 98004
Attn: John Shelwood Jr., Esq.
E-Mail: jsherwoodir@prkla:w.com

If intended for Seller: The Polyclinic, LLC
c/o United HealthCare Services, Inc.
9900 Bren Road East
MN008-W310
Minnetonka, MN 55343
Attn: Lease Administration
Email: lease.administration@uhc.com

and

United HealthCare Services, Inc.
9900 Bren Road East
MN008-W310
Minnetonka, MN 55343
Attn: Admn Wilford
Email: adam_wilford@uhg.com

With a copy to: Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attn: Alyson Van Dyk, Esq.
Email: van.dyk.alyson@dorsey.com

If to Escrow Agent: Stewart Title Guaranty Company
1420 5th Avenue, Suite 440
Seattle, Washington 98101
Attention: Peter Johndrow
Email: Peter.Johndrow@stewmi.com

or such other person or address which Seller or Purchaser shall have given upon notice as herein provided. Notices given shall be deemed delivered on the day such notices are sent. Notices given by Purchaser's counsel shall be deemed given by Purchaser and notices given by Seller's counsel shall be deemed given by Seller.

Section 14. **Assignment.** The rights and obligations of Purchaser under this Agreement may not be assigned to a third party without the prior consent of Seller, except in connection with (a) a like kind exchange of property pursuant to section 1031 of the Code as contemplated by Section 18(n); or (b) an assignment to, and assumption by, an entity wholly-owned, controlled by or under common control with Purchaser or with any existing principal of Purchaser as of the date of mutual execution of this Agreement (including any individual, partnership, joint venture, or trust controlled by any existing principal of Purchaser) ("**Permitted Assignment**"; the assignee pursuant to a Permitted Assignment being the "**Permitted Assignee**"). Purchaser shall notify Seller of any Permitted Assignment in writing at least ten (10) Business Days prior to Closing, which notice shall include copy of the assignment and assumption agreement for the Permitted Assignment. In any assignment which may be made by Purchaser of its rights and obligations under this Agreement, Purchaser shall remain primarily liable under this Agreement for any pre-closing obligations.

Section 15. **Default and Remedies.**

(a) If Purchaser shall be obligated by the provisions of this Agreement to consummate the purchase and sale transaction contemplated by this Agreement and shall fail to do so or shall otherwise breach this Agreement and such failure or breach is not cured within five (5) Business Days after Seller notifies Purchaser thereof, provided that if the nature of such cure cannot be completed within five (5) Business Days, such time shall be extended (but not past the Closing Date) so long as Purchaser is diligently pursuing such cure (except for the failure to close on the Closing Date for which no notice and cure period shall be required), the sole and exclusive remedy (except as provided in Section 15(c) below) of Seller against Purchaser shall be for Seller to terminate this Agreement and receive the Earnest Money Deposit from Escrow Agent as liquidated damages. Seller and Purchaser acknowledge that actual damages suffered by Seller in such event will be difficult or impossible to measure and that the amount of the Earnest Money represents a good-faith estimate thereof and does not constitute a penalty. Seller and Purchaser acknowledge and agree that any liability of Purchaser to Seller under the indemnities provided for in this Agreement or any obligations that survive termination of this Agreement will not be limited by this liquidated damages provision.

(b) If Seller shall be obligated by the provisions of this Agreement to consummate the purchase and sale transaction contemplated by this Agreement and shall fail to do so or shall otherwise breach this Agreement and such failure or breach is not cured within five (5) Business Days after Purchaser notifies Seller thereof, provided that if the nature of such cure cannot be completed within five (5) Business Days, such time shall be extended (but not past the Closing Date) so long as Seller is diligently pursuing such cure (except for the failure to close on the Closing Date for which no notice and cure period shall be required) (a "**Seller Default**"), Purchaser shall be entitled to, as its

sole and exclusive remedy (except as provided in Section 15(c) below) either: (i) terminate this Agreement and receive a return of the Earnest Money from Escrow Agent, (ii) sue for specific performance against Seller, or (iii) sue for Purchaser's actual, direct damages incurred as a result of Seller's breach, provided that such damages (excluding attorneys' fees allowed under Section 15(c)) do not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) provided such suit is filed or served on Seller within sixty (60) days after the Seller Default.

(c) In the event that either party to this Agreement brings an action or proceeding arising out of this Agreement, the prevailing party in any such action or proceeding shall be entitled to an award of reasonable attorneys' fees and any other costs incurred in such action or proceeding, in addition to any other damages or relief awarded. In no event shall either party be liable to the other party for special, consequential or punitive damages. SELLER AND PURCHASER HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY LITIGATION, INCLUDING ANY COUNTERCLAIM WITH RESPECT THERETO.

(d) Notwithstanding the remedies set forth above, with respect to any breach of representations or warranties that survive Closing, the non-defaulting party may seek to recover any actual damages suffered as a result of such breach from the defaulting party, as well as any reasonable attorneys' fees incurred in connection therewith. In no event shall either party be liable to the other party for special, consequential or punitive damages. This Section 15(d) shall survive the Closing but subject to the survival periods under Sections 11 and 12.

Section 16. ***Brokers.***

(a) **Broker Commission.** Each of the parties represents and warrants to the other that neither party dealt with, negotiated through or communicated with any broker in connection with this transaction other than CBRE, Inc., representing Seller ("**Seller's Broker**"). The brokerage fees for Seller's Broker shall be paid by Seller, if, and when Closing occurs pursuant to the terms of a separate agreement between Seller and Seller's Broker.

(b) **Real Estate Agency.** Seller and Purchaser each warrant and represent to the other that such representing and warranting party has received the pamphlet on the law of real estate agency required by RCW 18.86.030(1)(f) attached as **Exhibit "C"** to this Agreement.

(c) **Agency Disclosure.** Pursuant to RCW 18.86.030(1)(g), Seller and Purchaser acknowledge and agree that Seller's Broker represents Seller and is agent for Seller only.

(d) **Licensee Disclosure.** Seller acknowledges that one or more of the principals of Purchaser are licensed real estate brokers under RCW 18.85 provided, however, such principals are not representing either party (as contemplated in RCW 18.85) in the transaction contemplated by this Agreement.

(e) Indemnification. Each such representing and warranting party agrees to indemnify, defend and hold the other harmless the other party from and against all claims, loss, costs and expenses, including but not limited to reasonable attorneys' fees, suffered or incurred by it as a result of the indemnifying parties' representation herein being untrue.

(f) Survival. The provisions of this Section 13 shall survive the termination of this Agreement and the Closing.

Section 17. ***Seller's Covenants Regarding Operation of the Property Through Closing.*** Prior to Closing, Seller shall at its sole cost and expense (i) materially comply with all legal and zoning requirements applicable to the Property, (ii) undertake commercially reasonable efforts to maintain the Real Property in accordance with applicable law requirements and in a manner as a prudent property owner winding down its business with an intent to sell its property; and (iii) not enter into any leases or agreements that would extend beyond the Closing Date without the prior written consent of Purchaser which shall not be unreasonably withheld. Purchaser agrees and acknowledges that Seller shall not be required (a) to operate its business at the Property or (b) to incur any capital expenditures relating to the maintenance and repair of the Property.

Section 18. ***As-Is.***

(a) Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the documents delivered at Closing, the Property is being sold on an "as is" "where is" and "with all faults" basis on the terms and conditions herein set forth. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED (OTHER THAN AS CONTAINED HEREIN AND IN THE DOCUMENTS DELIVERED AT CLOSING), WITH RESPECT TO THE PROPERTY. OTHER THAN AS CONTAINED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. PURCHASER REPRESENTS (I) THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE, (II) THAT PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONTRACTORS AND ADVISORS, AND (III) THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN THE DOCUMENTS DELIVERED AT CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE

PROPERTY "AS IS, WHERE IS," "WITH ALL FAULTS," AND PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND MAY BE INCORPORATED INTO THE DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN OR IN THE DOCUMENTS DELIVERED AT CLOSING.

WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS SECTION 18, BUT SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (I) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, FITNESS OR DEVELOPMENT OF THE PROPERTY FOR ANY PURPOSES; (II) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT; (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL LAWS; AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT.

Section 19. *Miscellaneous.*

(a) The provisions of this Agreement shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto to be charged.

(b) In construing this Agreement, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include every other and all genders.

(c) All sections and descriptive headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

(d) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. This Agreement and other documents to be executed and delivered in connection herewith (other than the Deed for which the

original shall be delivered to the Escrow Agent at Closing) may be signed and delivered by electronic transmission of signatures.

(e) This Agreement and the exhibits hereto constitute the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties, written or oral.

(f) TIME IS OF THE ESSENCE OF THIS AGREEMENT. Notwithstanding the foregoing, in the event a deadline under this Agreement falls on a Saturday, Sunday or any federal holiday, such deadline shall be deemed extended to the next Business Day.

(g) This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to the extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the persons or circumstances shall not be affected thereby **but** rather shall be enforced to the greatest extent permitted by law.

(h) The waiver of any party of any breach or default by any other party under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of any other party.

(i) This Agreement shall be construed and enforced pursuant to the laws of the state in which the Property is located.

(j) All references to a number of days refer to a number of calendar days unless Business Days are expressly stated. A "**Business Day**" is, or "**Business Days**" are, any Monday, Tuesday, Wednesday, Thursday or Friday other than any federal holiday.

(k) All parties hereto acknowledge and agree that each has had the opportunity to revise and review this Agreement with the advice of its own legal counsel. Therefore, all parties to this Agreement acknowledge and agree that in the construction and interpretation of this Agreement, the normal rule of construing against the drafting party shall not be applicable.

(l) Purchaser or Seller may consummate the purchase and sale of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to § 1031 of the Code, provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to either party's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement to a qualified intermediary; (iii) the other party shall not be required to take an assignment of the purchase contract for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (iv) the exchanging party shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had the exchanging party not consummated this transaction through the Exchange. The non-exchanging party

shall not, by this Agreement or by the non-exchanging party's acquiescence to the Exchange, have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted that the Exchange in fact complies with § 1031 of the Code. The terms and provisions of this Section 18(1) shall survive the Closing.

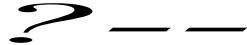
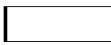
(m) This Agreement and all the obligations and covenants hereunder shall inure to the benefit of the parties and their successors and assigns.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

PURCHASER:


GUNTOWER CAPITAL LLC

By: _____
Printed Name: Chris Langer
Title: Manager

SELLER:

THE POLYCLINIC MSO, LLC


By: Tom Wait (Jan 10, 2024 16:34 CST)

Printed Name: Tom Wait
Title: SVP

ESCROW AGENT ACCEPTANCE:

The undersigned Escrow Agent accepts this Agreement and agrees to perform the acts applicable to Escrow Agent in accordance with the terms of this Agreement. Escrow Agent acknowledges its receipt of both the Initial Deposit and a fully executed copy of this Agreement as of the date set forth underneath its signature below.

STEWART TITLE GUARANTY COMPANY

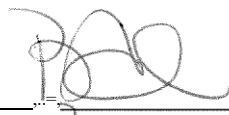

By: _____
Printed Name: Briana Everard
Title: UPO, Escrow Officer
Date: 1/19/2024

EXHIBIT "A" to Polyclinic PSA

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel 1:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE;

ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

APN: 197820-1270

Parcel 2:

LOT 1 IN BLOCK 140 OF A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE(S) 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SPRING STREET LYING BETWEEN BLOCKS 139 AND 140 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

APN: 197820-1290

EXHIBIT "B" to Polyclinic PSA

LEASE TERMS

<u>BUILDING:</u>	1145 Broadway, Seattle, WA 98122
<u>PREMISES:</u>	Up to 115,149 RSF in the Building, including the proportionate share of parking area serving the Building.
<u>LANDLORD:</u>	Guntower Capital, LLC
<u>TENANT:</u>	The Polyclinic (confirm correct entity and legal name)
<u>TERM:</u>	Month-to-Month; provided, however, only Tenant may terminate with one month's notice to Landlord in coordination with relocation schedule. Landlord is not entitled to terminate with one month's notice to Tenant.
<u>COMMENCEMENT DATE:</u>	TBD
<u>BASE RENT:</u>	The Base Rent shall be \$30.00 PRSF/year for the Term for any space where Tenant shall continue to occupy the Premises, including the right to access and use corridors and common areas, for the term of the Lease. Landlord shall provide and illustrate the proposed "rentable" square footage based on Tenant's proposed and/or required remaining occupancy with the Early Closing Notice.
<u>OPERATING EXPENSES:</u>	During this month to month tenancy, Tenant shall pay its pro-rata share of all Real Estate Taxes and utilities. Tenant shall provide day-to-day maintenance of its Premises, including janitorial services. Landlord shall be responsible for any capital expenditures, structural repairs, and/or replacements to Building systems.
<u>SECURITY DEPOSIT:</u>	Tenant shall not be required to post a security deposit.
<u>BUILDING SERVICES:</u>	Landlord shall provide utility services to the Building and maintain common areas which cost shall be included in Base Rent.

EXHIBIT "C" to Polyclinic PSA
REAL ESTATE AGENCY PAMPHLET

Please see attached.

THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant- unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client - unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION

RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

- (a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;
- (b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;
- (c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;
- (d) Broker is the seller or one of the sellers; or
- (e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless **all** parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 38

DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

- (a) To exercise reasonable skill and care;
- (b) To deal honestly and in good faith;
- (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
- (d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;
- (e) To account in a timely manner for all money and property received from or on behalf of either party;
- (f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

SECTION

DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same firm does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 5:

DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;

(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

SECTION

DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION

DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and •
- (b) Not disclosing confidential information.

SECTION

COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 10:

VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 11:

IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 12:

INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 13:

SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

Revised July 2013
RCW 18.86.120

EXHIBIT 2

Polyclinic PSA Terms

The following terms relate to the Polyclinic PSA and as used in this Agreement, shall have the meaning set forth below:

“Early Closing Date” shall have the meaning set forth in the Polyclinic PSA.

“Early Closing Notice” shall have the meaning set forth in the Polyclinic PSA.

“Polyclinic PSA Lease” means the Lease, as that term is defined in the Polyclinic PSA, with Polyclinic, as tenant, consistent with the terms of the Polyclinic PSA.

“PSA Buyer” shall have the meaning set forth in Recital A to this Agreement.

“PSA Closing” means the Closing as defined in the Polyclinic PSA.

“PSA Deposit” means the Initial Deposit as defined in the Polyclinic PSA.

“PSA Due Diligence Materials” is defined in Section 5.1.2 of this Agreement.

EXHIBIT 3

Assignment Terms

As of the effective date of the Assignment of Contract Interests, the Parties hereby incorporate the following provisions into the Agreement:

1. On or prior to Closing, Seller shall execute such documentation reasonably required of Escrow Agent to facilitate assignment of Seller's rights and interests in the PSA Deposit to Buyer, as assignee of Seller's rights under the Polyclinic PSA. Buyer shall credit Seller for the PSA Deposit in connection with the Assignment Transaction.
2. The definition "Closing" shall mean the consummation of the Assignment Transaction.
3. The definition "Purchase Price" is hereby replaced by "Assignment Fee."
4. Section 2.1 is hereby replaced with the following provision: Buyer shall pay \$11,500,000.00 to Seller as consideration for the Assignment Transaction (the "Assignment Fee"). The Assignment Fee shall be payable at Closing.
5. Section 2.2 is deleted.
6. Section 4.1 is deleted.
7. Section 4.4 is replaced with the following provision: Seller is responsible for the cost of cure (or costs to cause Polyclinic to cure) the Buyer's Objections (if any).
8. Section 5.1 (initial paragraph only) is replaced with the following provision: Due Diligence Inspection and Feasibility. Buyer has satisfied itself with respect to the investigation and inspection of the Property, subject to the remaining provisions in this Section 5.1.
9. Section 5.4 is deleted.
10. Section 7.9 is replaced with the following provision: Closing on Polyclinic PSA. Buyer shall have closed on the acquisition of the Property pursuant to the Polyclinic PSA.
11. Section 9.1.3 is hereby replaced with the following provision: In the event the Closing has not occurred on or before March 3, 2026, Buyer has the option to extend the deadline for Closing to March 31, 2026 by notice delivered to Seller and Escrow Agent.
12. Section 9.2 is deleted.
13. Section 9.3 is hereby replaced with the following provision: At or prior to the Closing, Seller will deliver to Buyer, either directly or via escrow with the Escrow Agent, the following documents or other items: 9.3.1 A seller's certificate of non-foreign status substantially in the form of **EXHIBIT E**, attached hereto; 9.3.2 To the extent not previously delivered, and to the extent available, originals of the Due Diligence Materials, which includes, without limitation, all Assigned Contracts and Leases.; 9.3.3 A real estate excise tax affidavit in the form required by the Washington Department of Revenue, executed by Seller; 9.3.4 A joint settlement statement, setting forth the prorations and adjustments to the Assignment Fee respecting the Assignment Transaction to be made pursuant to this Agreement (the "Closing Statement"), executed by Seller; 9.3.5, to the extent applicable,

an assignment and assumption of the Polyclinic PSA Lease and/or Polyclinic Long-Term Lease, as applicable, executed by Seller.

14. Section 9.4 is hereby replaced with the following provision: At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or by wire transfer of immediately available funds in the amount of the Assignment Fee (less the Deposit) and the following properly executed documents: 9.4.1 A real estate excise tax affidavit in the form required by the Washington Department of Revenue, executed by Buyer; 9.4.2 the Closing Statement, executed by Buyer; 9.4.3 to the extent applicable, an assignment and assumption of the Polyclinic PSA Lease and/or Polyclinic Long-Term Lease, as necessary, executed by Buyer.
15. The last sentence of Section 10.1 is hereby replaced with the following provision: Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall survive Closing for a period of twelve (12) months after Closing unless a different time period is expressly provided for in this Agreement, except for those representations set forth in Sections 3.1.2, 3.1.3, 3.1.4 and 3.1.8, each of which shall survive Closing until such time as the applicable statute of limitations for claims arising from a breach of each such representation has expired.

EXHIBIT 4

Polyclinic Lease Term Sheet¹

<u>BUILDING:</u>	1145 Broadway, Seattle, WA 98122
<u>PREMISES:</u>	Existing Endoscopy Clinic on the entire Floor 3 which consists of approximately 13,917 RSF, AND entire Floor 2 which consists of approximately 13,917 RSF, equaling a total of approximately 27,834 RSF .
<u>LANDLORD:</u>	Guntower Capital LLC or Permitted Assignee
<u>TENANT:</u>	The Polyclinic (confirm correct entity and legal name)
<u>TERM:</u>	Sixty (60) months
<u>COMMENCEMENT DATE:</u>	Closing Date under the Purchase and Sale Agreement (i.e., the earlier of the Early Closing Date or February 24, 2026)
<u>BASE RENT:</u>	<p>Base Rent from the Commencement Date until February 24, 2026 will be zero. For the one year period commencing on February 24, 2026, Tenant's annual Base Rent will be as per below. Thereafter, Base Rent will increase each lease year by an amount equal to 3.0% of the annual Base Rent for the prior lease year. Base Rent will be structured on a NNN basis.</p> <p>\$35.00 NNN per rentable square foot of area in the Premises, payable in monthly installments.</p>
<u>OPERATING EXPENSES:</u>	Tenant shall pay its pro rata share of common area Operating Expenses payable during the entire term of the Lease.
<u>PARKING:</u>	Tenant shall be granted up to its pro rata share of parking within the garage and shall pay market parking rates.
<u>AS-IS:</u>	The Premises will be delivered as-is, where-is with no tenant improvement allowance.

¹ Terms under review

SECURITY DEPOSIT:

Two months of Base Rent.

SUBLEASE / ASSIGNMENT:

Tenant shall have the right at any time to sublease all or a portion of the Premises or assign its interest in the lease to any Affiliate without the consent of Landlord. Tenant may assign or sublease the Lease to any other parties with Landlord approval, not to be unreasonably withheld, conditioned, or delayed.

SIGNAGE:

Tenant shall have rights to reasonable building signage, subject to City code.

HOLDOVER:

If Tenant fails to surrender the Premises upon expiration, Tenant shall pay as holdover rate 150% of the then current base rent.

INSURANCE:

Tenant shall have the right, at its sole option, to self-insure at any time during the Term.

**MAINTENANCE, UTILITIES
AND HOURS OF
OPERATION:**

Landlord shall provide all services, which are normally provided in similar medical office buildings in the general area in a cost effective manner.

Tenant shall have access to the Premises 24 hours a day, 7 days a week. Tenant may operate at any hours designated by Tenant. Subject to municipal code & approval.

LEASE FORM:

The lease shall be on a mutually agreeable standard lease form, which contains required insurance and healthcare regulatory provisions, including but not limited to an acknowledgement of, and representation that, the parties follow applicable healthcare laws.

BUILDING SERVICES:

Landlord shall provide utility services to the Building and maintain common areas which cost shall be included in Operating Expenses billed to Tenant on a pro rata basis.

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel 1:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE;

ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

APN: 197820-1270

Parcel 2:

LOT 1 IN BLOCK 140 OF A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE(S) 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SPRING STREET LYING BETWEEN BLOCKS 139 AND 140 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

APN: 197820-1290

EXHIBIT B

FORM 17 ENVIRONMENTAL DISCLOSURE STATEMENT

[Attached]

EXHIBIT C

FORM OF BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

ATTN: _____

BARGAIN AND SALE DEED

Grantor: GUNTOWER CAPITAL LLC, a Washington limited liability company

Grantee: KING COUNTY, a political subdivision of the State of Washington

Legal: [INSERT SHORT FORM DESCRIPTION]

See Exhibit A for additional legal

Assessor's Property Tax Parcel Number(s):

The Grantor, GUNTOWER CAPITAL LLC, a Washington limited liability company, for and in consideration of mutual benefits, in hand paid, bargains, sells and conveys to Grantee, King County, a political subdivision of the State of Washington, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to such real property, together with all of Grantor's right, title and interest in and to all buildings, structures and other improvements on the real property and any and all fixtures attached to or incorporated within such buildings, structures and other improvements, if any (collectively, the "Property"), subject only to the permitted exceptions set forth in EXHIBIT B.

GRANTOR

GUNTOWER CAPITAL LLC,
a Washington limited liability company

By: _____

Name:

Title

DATE: _____

NOTARY BLOCK APPEARS ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

NOTARY BLOCK FOR

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____

City and State

My appointment expires _____

**Exhibit A
to Bargain and Sale Deed**

Legal Description

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel 1:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE;

ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

APN: 197820-1270

Parcel 2:

LOT 1 IN BLOCK 140 OF A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE(S) 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SPRING STREET LYING BETWEEN BLOCKS 139 AND 140 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

APN: 197820-1290

Exhibit B
to Bargain and Sale Deed
Permitted Exceptions

[to be added]

EXHIBIT D

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is executed as of [_____] , 202_ by GUNTOWER CAPITAL LLC, a Washington limited liability company (“Seller”) in favor of KING COUNTY, a political subdivision of the State of Washington (“Buyer”).

R E C I T A L S

A. Seller is the current owner of the fee simple interest in certain real property more particularly described on Exhibit A attached hereto and the improvements located thereon, commonly known as 1145 Broadway S, Seattle, Washington 98122 (the “Real Property”).

B. Seller and Buyer have entered into that certain Real Estate Purchase and Sale Agreement dated as of _____ , 202_ (as the same may have been amended, modified or otherwise supplemented, the “Purchase Agreement”), wherein Seller has agreed to convey to Buyer all of Seller’s right, title and interest in and to the Real Property. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

C. Seller desires to assign to Buyer all of its right, title and interest in and to the Personal Property (as defined below) all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Transfer of Property. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, any and all of the following “Personal Property” (as such term is hereinafter defined), to have and to hold the same unto Buyer, its successors and assigns, forever and Buyer assumes the foregoing.

“Personal Property” shall mean all of Seller’s right, title and interest in all fixtures, furniture, furnishings, tools, machines, appliances, apparatus, equipment, signs and all other personal property located on or about and otherwise used in connection with the Real Property and the businesses conducted thereon. The Personal Property includes (to the extent applicable), but is not limited to, (a) all deposits made or other security given to utility companies, all deposits made or other security given to any other individuals or entities for any purpose whatsoever, all tax credits, all real property tax refunds (excluding any rights to receive tax refunds resulting from appeals of property tax assessments relating to the period of Seller’s ownership of the Personal Property and the Real Property), and all refundable fees paid to any governmental, quasi-

governmental or private body, all cash refunds and credits of any type, all refundable fees paid to any other individuals and entities for any purpose whatsoever, (b) all heating, lighting, plumbing, drainage, electrical, air conditioning, and other mechanical fixtures and equipment and systems, (c) all elevators, and related motors and electrical equipment and systems, (d) all hot water heaters, furnaces, heating controls, motors and equipment, all shelving and partitions, all ventilating equipment, and all disposal equipment, (e) all equipment used in connection with the use and or maintenance of the common areas, and (f) all carpet. The Personal Property expressly excludes property belonging to tenants or other third parties.

2. Additional Instruments. Seller agrees that it will, upon request from Buyer, at any time from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers, conveyances and assurances reasonably deemed by Buyer to be necessary or proper to better effect the sale, assignment, transfer, conveyance and delivery of ownership of the Personal Property to Buyer.

3. Successors and Assigns. This Bill of Sale shall inure to the benefit of Buyer and be binding upon Seller, and each of their respective heirs, legal representatives, successors and assigns.

4. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one instrument.

5. Governing Law. This Bill of Sale shall be governed by the laws of the State of Washington.

[Signatures on next page.]

IN WITNESS WHEREOF Seller has executed this Bill of Sale as of [____], 202_.

SELLER:

GUNTOWER CAPITAL LLC,
a Washington limited liability company

By:_____

Name:

Title:

EXHIBIT A TO BILL OF SALE

Legal Description

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel 1:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE;

ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

APN: 197820-1270

Parcel 2:

LOT 1 IN BLOCK 140 OF A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE(S) 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SPRING STREET LYING BETWEEN BLOCKS 139 AND 140 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

APN: 197820-1290

EXHIBIT E

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS UNDER
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is _____;
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ____ day of _____, 202__.

Transferor:

By: _____

Name: _____

Title: _____

EXHIBIT F

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “Assignment”) is made as of [____], 202 (the “Effective Date”), by and between GUNTOWER CAPITAL LLC, a Washington limited liability company (“Seller”), and KING COUNTY, a political subdivision of the State of Washington (“Buyer”).

RECITALS

A. Seller is the current owner of the fee simple interest in certain real property more particularly described on Exhibit A attached hereto and the improvements located thereon, commonly known as 1145 Broadway, Seattle, Washington 98122 (the “Real Property”).

B. Seller and Buyer have entered into that certain Real Estate Purchase and Sale Agreement dated as of _____, 202_ (as the same may have been amended, modified or otherwise supplemented, the “Purchase Agreement”), wherein Seller has agreed to convey to Buyer all of Seller’s right, title and interest in and to the Real Property. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

C. Seller desires to assign to Buyer the Assigned Property (as defined below) and Buyer desires to accept and assume the Assigned Property all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Assignment.** Seller hereby sells, assigns, transfers and conveys to Buyer, to the extent assignable, all of Seller’s right, title and interest now owned or hereafter acquired in and to any and all of the following with respect to the Real Property and all businesses and business operations conducted by Seller thereon (the “Assigned Property”):

- (a) Seller’s rights under all contracts and all other items listed on Schedule 1 attached hereto;
- (b) to the extent assignable, all approvals, permits, licenses and entitlements held by Seller in connection with the Real Property, including, without limitation, those listed on Schedule 2 attached hereto; and
- (c) to the extent assignable, all Intangible Property and all other property

(other than the “Personal Property”, as such term is defined in the Bill of Sale).

“Intangible Property” shall mean all of Seller’s right, title and interest (if any) in and to any intangible property relating to the Real Property, including but not limited to the following: (a) all plans, specifications and surveys; (b) all engineering (including storm water management plans), soil, environmental and inspection reports; (c) all property management reports, marketing reports, marketing displays and brochures; (d) all warranties from contractors, architects, engineers and material and labor suppliers whether written or implied, and any other warranties, guaranties, indemnities and claims for the benefit of Seller with respect to the Real Property or any portion thereof; (e) all insurance proceeds; (f) all books, records and financial statements relating to operations of the Real Property during Seller’s ownership thereof; and (g) goodwill associated with Seller’s operation of the businesses currently conducted at the Real Property (including any contracts, agreements or documents relating thereto); and (h) permits, licenses, certifications, authorizations and approvals, and the rights of Seller thereunder, issued by any governmental, regulatory, or private authority, agency, or other entity.

2. Assumption. Buyer accepts the assignment and agrees to perform all obligations of Seller with respect to the Assigned Property arising or accruing on or after the Effective Date. All of the obligations of Seller with respect to the Assigned Property arising, accruing or relating to the period before the Effective Date shall be allocated to Seller.

3. Additional Instruments. Seller agrees that it will, upon request from Buyer, at any time from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers, conveyances and assurances reasonably deemed by Buyer to be necessary or proper to better effect the sale, assignment, transfer, conveyance and delivery of ownership of the Assigned Property to Buyer.

4. Successors and Assigns. This Assignment shall inure to the benefit of Buyer and be binding upon Seller, and each of their respective heirs, legal representatives, successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one instrument.

6. Governing Law. This Assignment shall be governed by the laws of the State of Washington.

[Signatures on next page.]

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first above written.

SELLER:

GUNTOWER CAPITAL LLC,
a Washington limited liability company

By: _____
Name:
Title:

BUYER:

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name:
Title:

EXHIBIT A TO GENERAL ASSIGNMENT

Legal Description

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel 1:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE;

ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

APN: 197820-1270

Parcel 2:

LOT 1 IN BLOCK 140 OF A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE(S) 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SPRING STREET LYING BETWEEN BLOCKS 139 AND 140 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

APN: 197820-1290

SCHEDULE 1 TO GENERAL ASSIGNMENT

List of Contracts

CONTRACTS OR AGREEMENTS:

1. Purchase and Sale Agreement by and between Guntower Capital LLC, a Washington limited liability company, as purchaser, and Polyclinic MSO, LLC, a Delaware limited liability company, as Seller (to the extent assignable);

[to be inserted]

UTILITY DEPOSITS:

[to be inserted]

SCHEDULE 2 TO GENERAL ASSIGNMENT
APPROVALS, PERMITS AND
ENTITLEMENTS
List of Permits and Licenses

[to be inserted]

EXHIBIT G

FORM ASSIGNMENT OF CONTRACT INTERESTS

ASSIGNMENT OF CONTRACT INTERESTS

This ASSIGNMENT OF CONTRACT INTERESTS (this “*Assignment*”) is entered into, as of _____, 202__, by and between GUNTOWER CAPITAL LLC, a Washington limited liability company, or its nominee (“*Assignor*”), and KING COUNTY, a political subdivision of the State of Washington (“*Assignee*”).

RECITALS

A. Assignor and Assignee are parties to that certain Real Estate Purchase and Sale Agreement dated as of [_____], 202__ (the “*Agreement*”). Each capitalized term not defined herein shall have the respective meaning given to that term in the Agreement.

B. The Agreement provides, in part, that Assignor, upon election by Assignee, shall assign to Assignee all of Assignor’s rights, title, and interest (“*Contract Interests*”) under that certain Purchase and Sale Agreement, dated January 10, 2024, between Polyclinic MSO, LLC, a Delaware limited liability company (collectively, “*Seller*”), as seller, and Assignor, as buyer, (the “*Purchase Agreement*”), with respect to the sale and assignment of certain real property owned by Seller located at 1145 Broadway, in the City of Seattle, King County, State of Washington, and other related property and rights, all as more particularly described in the Purchase Agreement.

C. As used herein, the term Contract Interests includes all rights of Assignor to the Initial Deposit (as such term is defined in the Purchase Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and unconditionally assign to Assignee, the Contract Interests, together with all of the third-party reports, studies and other diligence materials of Assignor set forth on Schedule 1 attached hereto.

1. This Assignment shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives, heirs and legatees of Assignee and Assignor.

2. This Assignment is made subject to all of the terms and conditions set forth in the Agreement and the Purchase Agreement, provided, however, that Assignee does not assume any liabilities incurred by Assignor under the Purchase Agreement prior to the effective date of this Assignment.

3. Notwithstanding the date set forth above, this Assignment is effective concurrently with the Closing under the Purchase Agreement and not until then. This Assignment will automatically terminate and be of no further force or effect if the Purchase Agreement is terminated. Upon termination of this Assignment, the parties shall have no further obligations to each other except as set forth in the Agreement. Any capitalized terms used herein without definition shall have the meaning set forth in the Agreement.

4. The Parties hereto agree and acknowledge that the Polyclinic and Escrow Agent (as those terms are used in the Agreement), may rely on this Assignment as evidence of assignment and assumption of the Contract Interests.

[REMAINDER LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

GUNTOWER CAPITAL LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

The undersigned accepts the foregoing assignment and agrees to assume Assignor's Contract Interests and obligations set forth in the Purchase Agreement on the terms and conditions set forth in this Assignment and the Agreement.

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

The undersigned, being the Seller under the Purchase Agreement, hereby consents to this Assignment and the foregoing assignment of Assignor's Contract Interests to Assignee.

POLYCLINIC MSO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Schedule 1 to Assignment of Contract Interests]

Diligence Materials

[to be inserted]

Schedule 3.1.11

Leases and Contracts

None

Schedule 3.1.12

Ongoing Work

None