

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “**Buyer**”), and Kaiser Foundation Health Plan of Washington, a Washington public benefit corporation (the “**Seller**”). Seller and Buyer are also referred to herein individually as a “**Party**” or collectively as “**Parties**.” This Agreement shall be effective as of the date it has been executed by both Parties (the “**Effective Date**”).

RECITALS

A. Seller is the owner of that certain real property commonly known as King County Assessor Parcel Identification Numbers 982200-0710, 982200-0720, 982200-0730, and 982200-0740 generally located at 755 Alder Street, Seattle, Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “**Real Property**”).

B. Buyer desires to purchase, and Seller is willing to convey the Real Property to Buyer, conditioned on the terms and conditions set forth in this Agreement.

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 ASSETS

1.1 PROPERTY TO BE CONVEYED. Subject to and upon the terms and conditions set forth in this Agreement, Seller shall convey to Buyer, on the Closing Date (defined in Section 10.1), and Buyer shall accept from Seller on the Closing Date, the following assets and properties:

1.1.1 All of Seller’s right, title, and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2 All of Seller’s right, title, and interest in improvements and structures located on the Real Property, if any; and

1.1.3 [Omitted];

1.1.4 All of Seller’s tenements, hereditaments, easements, and rights appurtenant to the Real Property, including, but not limited to, all of Seller’s right, title, and interest in and to streets, alleys, or other public ways within the Real Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals, and permits that run with the Real Property, including that certain Short Term Lease dated December 29, 2022 (the “**Original Lease**”) by and between Kaiser Foundation Health Plan of Washington, Inc., a Washington non-profit organization, as Landlord and Northwest Kidney Centers, a Washington non-profit

corporation (“**Tenant**”), as Tenant, as amended by that certain First Amendment to Short Term Lease dated as of March 31, 2023 (the “**First Amendment to Lease**,” and with the Original Lease, the “**Lease**”).

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

1.2 MATTERS NOT ASSUMED BY BUYER. For the avoidance of doubt, it is the intention of Buyer and Seller that the Property expressly excludes Seller’s obligations under that certain Purchase and Sale Agreement dated March 19, 2019 between Seller and Housing Authority of the City of Seattle; and Buyer expressly rejects the same, except as otherwise agreed to by Buyer and Seller in writing prior to the expiration of the Due Diligence Period (defined in Section 5.1 below). If Buyer and Seller are not able confirm the foregoing to their mutual satisfaction, Buyer and Seller shall each have the right to terminate this Agreement prior to the expiration of the Due Diligence Period, in which case the Earnest Money Promissory Note (defined in Section 2.3 below) shall be returned to Buyer and neither party shall have any further obligations to the other party except for those obligations which the parties have agreed herein survive such a termination.

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 to Seller on the Closing Date a total purchase price of fifty-two million dollars and 00/100 (\$52,000,000.00) (the “**Purchase Price**”), in accordance with the terms of this Agreement.

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, if any, is de minimis.

2.3 DEPOSIT. Within five (5) business days after the Effective Date, Buyer shall deliver to First American Title Company (the “**Escrow Agent**”), in its capacity as the Parties’ closing agent, an “**Earnest Money Promissory Note**” in the amount of two hundred fifty thousand dollars (\$250,000.00) (the “**Deposit**”). If the Agreement is not sooner terminated by Buyer, the Deposit shall be converted to cash within four (4) business days after Buyer’s delivery of the Council Approval Notice (defined in Section 5.2 below), at which point the Deposit shall be non-refundable except in case of Seller default resulting in the failure of Closing. Accrued interest, if any, will be added to and become part of the Deposit. 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 of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1 ORGANIZATION. The Seller is a public benefit corporation of the State of Washington, duly organized, validly existing, and in good standing under the laws of the State of

Washington.

3.1.2 EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY. Subject to obtaining approval of the Seller's Board Approvals (as defined in Section 5.3 below): (i) the execution, delivery, and performance of this Agreement by Seller is within the powers of Seller as a public benefit corporation of the State of Washington, and (ii) Seller has been or will be on or before the Closing Date, duly authorized to carry on its business as it is now being conducted in the place where such businesses are now conducted; and (iii) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms herein, subject to bankruptcy and insolvency laws.

3.1.3 NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller, other than Jones Lang LaSalle, Inc. ("Seller's Broker") which shall be compensated wholly by Seller. In the event any broker, salesman or person other than Seller's Broker makes a claim for a commission or finder's fee based upon the transactions contemplated by this Agreement, the party through whom said broker, salesman or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing.

3.1.4 NO LITIGATION. Except as listed below or as disclosed in the Reports, there is no pending, or to Seller's knowledge, threatened claim, lawsuit, litigation, arbitration, investigation, or other proceeding pertaining to the Property or any part thereof. Except as listed below, there is no pending or, to the best of Seller's knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof:

3.1.5 NO VIOLATIONS. Except as listed below or as disclosed in the Reports, Seller has received no written notification that any governmental or quasi-governmental authority has determined that there are any violations of any applicable laws including, without limitation, any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene or environmental condition with respect to the Property that remains uncured.

3.1.6 NO CONTRACTS. Except for the Permitted Exceptions (defined below), there are no contracts, agreements, or other arrangements under which Seller is obligated to sell, exchange, transfer, lease, rent, or allow the use of the Property or any part thereof now or in the future, or under which any person or entity has the right to possess or occupy the Property or any part thereof now or in the future that will be binding on the Property after the Closing, it being acknowledged and agreed that the Lease currently expires on June 30, 2024.

3.1.7 FULL DISCLOSURE. No representation or warranty by Seller in this Agreement or in any instrument, certificate, or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, 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 or misleading. The books, records, leases, agreements, documents and other items relating to or affecting the Property and delivered to Buyer pursuant to this Agreement or in connection with the execution hereof, are true and correct copies; and Seller has not intentionally withheld any material documents in Seller's possession or control regarding the operation and condition of the Property or other facts or information related to the same.

3.1.8 FUTURE AGREEMENTS. From and after the Effective Date, unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

- (a) enter into any new agreement, contract, commitment, lease, or other transaction that affects the Property in any way that will survive the Closing; or
- (b) sell or dispose of, or encumber any portion of the Property.

3.1.9 MAINTENANCE OF PROPERTY. At all times until the Closing Date, Seller shall (i) continue to operate, maintain and manage the Property in accordance with its present practices, including, without limitation, maintaining insurance or self-insurance, at the same time moving its operations out of the Property; and (ii) discharge and comply with its obligations relating to the Property and under the Lease.

3.1.10 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 ("Code"), as amended, and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

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 home rule charter county and 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 (i) is within the powers of Buyer as a political subdivision of the State of Washington, and (ii) subject to the contingencies in Section 5 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the 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. No broker, finder, agent, or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding to act for or on behalf of Buyer.

3.3 RISK OF LOSS. Until the Closing, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any material property damage occurring as a result of an “Act of God,” including, but not limited to, fire, earthquakes, tremors, wind, rain or other natural occurrences (“**Casualty**”). If the Property is damaged by Casualty that would materially increase Buyer’s cost to develop the Property prior to Closing, Buyer may terminate this Agreement and obtain a refund of the Deposit, or alternatively, Buyer may elect to proceed with Closing, with no reduction in the Purchase Price, unless otherwise agreed to by Buyer and Seller each in their sole discretion. Buyer shall make its election under this Section 3.3 by written notice to Seller within fifteen (15) business days from Buyer learning of a Casualty, and the Closing Date will be extended for the period of time necessary to allow Buyer to make its election. If any material portion of the Property is taken by a condemnation (“**Condemnation**”) that would materially interfere with Buyer’s plans to develop the Property prior to Closing, Buyer may terminate this Agreement and obtain a refund of the Deposit, or alternatively, Buyer may elect to proceed with Closing, with no reduction in the Purchase Price, unless otherwise agreed to by Buyer and Seller each in their sole discretion. Buyer shall make its election under this Section 3.3 by written notice to Seller within fifteen (15) business days from Buyer learning of the Casualty or Condemnation, at applicable, and the Closing Date will be extended for the period of time necessary to allow Buyer to make its election.

3.4 PERSONAL PROPERTY. Prior to Closing, Seller shall have removed any and all of Seller’s personal property on or associated with the Property, if any.

3.5 AS-IS SALE. Buyer represents, warrants and Buyer acknowledges that any documents or reports delivered or required to be delivered by Seller to Buyer pursuant to this Agreement were or shall be provided by Seller as an accommodation to Buyer and that Buyer shall conduct its own due diligence and investigation with respect to such matters. In addition, except for Seller’s express representations and warranties set forth in this Agreement, Buyer represents, warrants and acknowledges that Buyer will be concluding the purchase of the Property based solely upon Buyer’s inspection and investigation of the Property and all documents and facts related thereto, and that Buyer will, upon waiver or satisfaction of Buyer’s contingencies pursuant to article 5 (as evidenced by delivery of the Council Approval Notice), be purchasing the Property in an “AS-IS” condition, with all faults. Except to the extent specifically provided to the contrary in this Agreement, and without in any way limiting the foregoing, Buyer acknowledges and agrees that except as otherwise set forth in this Agreement: (i) Seller has not made any representations or warranties on which Buyer is relying as to any matters concerning the Property including, without limitation, (A) the quality, nature, adequacy and physical condition of the Property, including soils, geology and any groundwater, (B) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (C) the development potential of the Property, and the Property’s use, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (D) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (E) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (F) the presence of Hazardous Substances defined below) on, under or about the Property or the adjoining or neighboring property, (G) the condition of title to the Property, and (H) the economics of the operation of the Property; (ii) Buyer shall bear and assume the risk that its experience with, and its investigations and inspections of, the Property may not have revealed adverse or undesirable

physical or other conditions (including, without limitation, environmental matters, subsurface conditions or development limitations) or other matters affecting the Property, or any portion or component thereof, or its value, utility or developability; and (iii) Buyer explicitly has taken into account and assumes such risk of unknown, and/or undiscovered adverse conditions in making its decision to purchase the Property on the terms set forth herein. For the purposes of this Agreement, the term "**Hazardous Substance**" 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. § 9601 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. 70A.305 ("**MTCA**"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., and the Washington Water Pollution Control Act, RCW ch. 90.48.

3.6 WAIVER AND RELEASE. From and after Closing, and except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Buyer, on behalf of itself, its successors and assigns waives its right to recover from Seller, and forever releases, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of the physical condition of the Property, including, but not limited to, the presence of any Hazardous Substances on, in, under or about the Property (collectively, "Claims"). In this context and to the fullest extent permitted by law, Buyer hereby agrees that Buyer (i) realizes and acknowledges that factual matters now unknown to it may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that the release set forth in this Section 3.6 has been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. For the avoidance of doubt, the waiver and release described in this Section 3.6 shall be effective only if and when Closing occurs, and shall only apply to Claims arising out of or relating to the physical condition of the Property, including, but not limited to, the presence of any Hazardous Substances on, in, under or about the Property.

ARTICLE 4 TITLE MATTERS

4.1 CONVEYANCE. Seller shall convey to Buyer the title to the Property by Bargain and Sale Deed in substantially the form attached hereto as **EXHIBIT B**, 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. Seller shall, within five (5) days after the Effective Date, obtain and provide to Buyer a preliminary commitment for an owner's extended coverage policy of title insurance (the "**Title Commitment**") issued by First American Title, San Francisco, CA (the "**Title Company**"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3 REVIEW OF TITLE COMMITMENT. Seller shall provide Buyer with the surveys listed on Schedule 3.01 attached hereto (the "**Survey**") by First American Title Insurance Company. Buyer may, if it so elects and at its sole cost and expense, arrange for the preparation of a revised or updated version of the Survey (the "**Updated Survey**"). Upon receipt of an Updated Survey, Buyer shall promptly deliver a copy of same to Seller. Buyer shall have until fifteen (15) days after it has received both the Title Commitment and Updated Survey, but in all cases at least ten (10) business days prior to the end of the Due Diligence Period (the "**Review Period**") in which 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, Survey or Updated Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("**Permitted Exceptions**"). With regard to items to which Buyer does object within the Review Period, Seller may give written notice to Buyer (a "**Cure Notice**") of (i) any matters to which Buyer has objected with respect to which Seller is willing to undertake any curative action before the Closing, and (ii) the nature of each such curative action that Seller is willing to undertake, which may include causing the Title Company to insure over such matter by endorsement or otherwise (individually and collectively, "**Curative Action**"). Except as expressly set forth in any Cure Notice, Seller shall be deemed to have elected not to undertake any Curative Action with respect to any matters to which Buyer has objected. If (1) the Curative Action set forth by Seller in any Seller's Response consists of anything less than the complete and unconditional cure of all matters to which Buyer has objected, or (2) Seller does not reply to Buyer's notice of objections within five (5) business days after receipt of Buyer's Objections, then Buyer shall then have the right, on or before the date that is the later of the last day of the Due Diligence Period and the date that is three (3) business days after the date on which Seller's Response was received (or if not given, was due), by written notice to Seller to (A) terminate this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further obligations to the other party except for those obligations which the parties have agreed herein survive such a termination or (B) waive such title objections, in which event all such title objections and matters shall be deemed Permitted Exceptions. If Seller elects to undertake any Curative Action, Seller shall have until Closing (but in any event at least fifteen (15) days after it receives notice of Buyer's objections, with the close of Escrow being postponed if necessary to accommodate such fifteen (15) day period) to complete such Curative Action. If the Title Company issues a supplement to the Title Commitment, Survey or Updated Survey 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 a Cure Notice, Buyer may terminate this Agreement by notice to Seller within three (3) days after receipt of the Cure Notice, 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.

4.4 OWNER'S TITLE INSURANCE POLICY. It is understood and agreed that the obligation of Buyer to purchase the Property and the close of Escrow are conditioned upon the issuance of 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 title to the Property is vested in Buyer, subject only to the Permitted Exceptions, 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 ("**Title Policy**"). Notwithstanding the foregoing, Buyer may elect to obtain an extended coverage policy of title insurance, with the cost of such extended coverage and the cost of the required survey to be paid by Buyer; provided issuance of any such extended policy of title insurance shall not be a condition to closing. The condition relating to the Title Policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policy in the form required by this Section. Seller shall pay any sum owing to the Title Company for the standard title policy and Buyer shall pay any sum owing to Title Company for extended coverage and all title endorsements. Other costs of closing shall be allocated as provided in Section 10.2 below.

4.5 SELLER'S UNDERLYING FINANCING. Seller hereby confirms that (i) there is no existing underlying financing of the Property, and (ii) Seller is not required to substitute securities for the Property as collateral for any underlying financing (known as "defeasance").

ARTICLE 5 CONTINGENCIES

5.1 DUE DILIGENCE. 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 meets with its approval ("**Due Diligence Contingency**"). If Buyer is not satisfied with the condition of the Property, as revealed through both physical investigation and inspection of the Property, review of the Due Diligence Materials described below, or both, Buyer may terminate this Agreement by delivering written notice of termination to Seller within one hundred twenty (120) days after the Effective Date ("**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. Notwithstanding the foregoing, so long as Buyer is proceeding with the transaction in good faith, Buyer shall have the right to extend the Due Diligence Period for an additional thirty (30) days (the "**Diligence Extension Period**") by written notice to Seller given no later than ten (10) days prior to the expiration of the initially scheduled Due Diligence Period. References to the Due Diligence Period shall include the Due Diligence Extension Period, if and to the extent the extension option has been exercised by Buyer in accordance with this Section 5.1. On a monthly basis following the Effective Date, Buyer shall provide reasonably detailed email updates to Seller indicating the status of Buyer's due diligence investigation and King County Council approval process.

Subject to the terms of this Article 5, during the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property on any subject deemed appropriate by Buyer; (b) obtain its own Phase I and/or Phase II Environmental Assessment on the Property and perform any and all related tests, inspections and studies deemed appropriate by Buyer;

(c) examine all Due Diligence Materials (defined below) related to the Property that Buyer may request from Seller; (d) determine to its satisfaction whether permits, variances or any other approval necessary for Buyer's intended use or development of the property can be obtained under applicable land use and zoning codes or other relevant law, ruling, order or regulation; and (e) determine whether Buyer's intended use(s) of the property is feasible.

5.1.1 DUE DILIGENCE MATERIALS; DISCLOSURES. Based on Seller's good faith effort to locate material records relating to the Property, Seller shall deliver to Buyer within five (5) business days after this Agreement is fully executed (the "**Delivery Date**") copies of the materials as set forth on Schedule 3.01 hereto (the "**Reports**"). Seller shall use good faith efforts to provide all documents and materials related to the Property reasonably requested by Buyer, excluding appraisals, internal reports and confidential information ("**Due Diligence Materials**"). Seller has advised Buyer that prior to Seller's ownership of the Property, the Seattle Housing Authority demolished certain improvements on the Real Property and that, based on Item Nos. 1, 2 and 3 listed on Schedule 3.01, such demolition appears to have included asbestos containing materials and other Hazardous Substances. Seller further advises Buyer that, pursuant to the Lease, the Property is currently leased to Tenant for use as a construction staging and storage site for construction materials.

5.1.2 ACCESS TO PERSONNEL. Subject to the terms of Section 5.1.3 below, During the Due Diligence Period, upon reasonable request by Buyer, Seller, at no out of pocket cost to Seller, shall provide Buyer with reasonable access to Seller's outside consultants and personnel with knowledge of the Property, including entitlements and zoning.

5.1.3 RIGHT OF ENTRY.

(a) General. Buyer shall give Seller five (5) business days' written notice of any proposed invasive and non-invasive testing or inspections proposed and Buyer shall cooperate with Seller in establishing the appropriate time, place and manner for any tests and inspections. Subject to the terms of this Agreement, Seller hereby grants Buyer and Buyer's consultants a non-exclusive license to enter upon the Real Property, subject to Tenant's rights under the Lease for the purposes of conducting invasive and non-invasive testing and inspections, and Seller shall work with Tenant in good faith to ensure that Buyer's access to the leased premises is in no instance unreasonably denied, conditioned, or delayed. Buyer shall use commercially reasonable efforts to conduct its investigations at the Property in a manner that reasonably minimizes disruption to Seller's operation of the Property and Tenant's operations at the Property. Prior to conducting any invasive testing, Buyer shall present to Seller a comprehensive scope of work identifying all soil and groundwater bore and test locations and the proposed depths of the sampling, and the names of the consultants proposed to undertake such sampling. Seller shall have the right, in its reasonable discretion, to impose reasonable conditions on Buyer's proposed testing plan with respect to security, confidentiality, and minimization of any disruption of Seller's operations and activities on the Property. Seller shall be provided an opportunity to take a portion of each sample being tested in a sufficient quantity to allow Seller split sample testing, if Seller chooses to perform its own testing. In addition, at Seller's written request, Buyer shall provide to Seller copies of all laboratory analyses performed for Buyer of samples taken from the Property promptly after Buyer receives the same. At Seller's request, Buyer shall promptly deliver to Seller copies of any third-party reports relating to any testing or other inspection of the Property performed for Buyer. All

such reports, tests and analyses shall be held in confidence by Buyer and not disclosed or made available to any third party except as may be required by law or as reasonably necessary in connection with Buyer's proposed purchase and development of the Property, and Buyer shall cause its agents, brokers and employees to conform to the same confidentiality requirements as Buyer pursuant to this paragraph, and the same shall be subject to Buyer's indemnification obligation set forth in Paragraph 5.1.3(c) of this Agreement.

(b) Disposal of Hazardous Substances. Seller and Buyer agree that any and all Hazardous Substances derived from the Property by or on behalf of Buyer in connection with the performance of any tests and studies shall be removed, transported and disposed of by Buyer, at Buyer's cost, in accordance with all applicable laws and regulations. Such disposal shall be at Buyer's cost, with Seller's name listed on the manifest as "owner/generator," and Buyer shall obtain Seller's prior written approval of the disposal site and the manifest, which approval shall not be unreasonably conditioned, withheld or delayed.

(c) Inspection Indemnity; Insurance.

(i) As a condition precedent to making any physical inspection of the Property or otherwise entering upon the Property, Buyer shall obtain and maintain, and shall cause each of its third-party consultants performing any physical inspection or investigation on the Property to obtain and maintain commercial general liability insurance in the amount of not less than \$2,000,000.00 for property damage, personal injury and bodily injury on an occurrence basis (the "**Minimum CGL Coverage**") and provide a certificate of such insurance to Seller. Such insurance shall insure (but shall not limit) the contractual liability of Buyer covering the indemnities herein and shall (i) name Seller as an additional insured, (ii) contain a cross-liability provision, and (iii) contain a provision that the insurance provided by Buyer thereunder shall be primary and any other insurance available to Seller shall be noncontributing therewith. Notwithstanding the aforementioned, (a) Buyer is a self-insured governmental entity and does not purchase commercial general liability insurance nor have the ability to name an entity as an additional insured and (b) the Parties agree that Buyer, for itself but not for third-party consultants, may meet the insurance requirements in this section through a program of self-insurance pursuant to which Buyer cannot name parties as additional insureds, and that Buyer shall provide Seller with a certificate of self-insurance as evidence of such coverage.

(ii) The obligations of Buyer under this Section 5.1, shall survive the Closing or any expiration or termination of this Agreement, however caused. If Buyer's insurance coverage provided above is pursuant to a "claims made" policy, then to the extent applicable to Buyer's entry onto the Property prior to the Closing or any expiration or termination of this Agreement, the obligations of Buyer under this Section 5.1 shall survive the Closing or any expiration or termination of this Agreement, however caused, for the applicable statute of limitations for tort claims for personal injury or property damage, whichever is longer.

(iii) Buyer shall repair any and all physical damage to the extent caused by Buyer's physical investigations under Section 5.01. In addition, in connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of Buyer ("**Claims**"), caused by or arising out of any act, error,

or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, or employees. The indemnification provisions in this Section 5.1.3 are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon.

5.1.4 EXISTING CONTRACTS AND AGREEMENTS. Seller shall, prior to Closing, terminate all service contracts related to the Property or its operation, including but not limited to, landscaping, janitorial, and pest control, if any.

5.2 METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Buyer's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("**Council Approval Contingency**"); provided that the Metropolitan King County Council shall not be engaged for any such formal approval until Buyer has received written notice of Seller's Board Approvals, described below. The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective prior to the expiration of the Due Diligence Period ("**Council Approval Period**"). Buyer shall provide written notice in accordance with section 11.5 below (the "**Council Approval Notice**") upon satisfaction of the Council Approval Contingency, which written approval shall confirm that all contingencies to the purchase have been satisfied, subject to Seller's performance of its closing obligations. If the Council Approval Notice is not delivered prior to the expiration of the Council Approval Period, then this Agreement shall terminate automatically, the Earnest Money Promissory Note shall be cancelled, and the Parties shall have no further obligations hereunder except for obligations that expressly survive the termination of this Agreement.

5.3 KAISER PERMANENTE NATIONAL AND REGIONAL BOARD APPROVALS. Seller's performance under this Agreement shall be subject to Kaiser Permanente's National Board of Directors' approval and Regional Board of Directors' (together, the "**Seller's Board Approvals**"), both anticipated to be received by April 30, 2024. If Seller does not receive the Seller's Board Approvals, Seller will terminate this Agreement by written notice to Buyer, the Earnest Money Promissory Note or Deposit and all interest thereon, as applicable, shall be returned to Buyer by the Escrow Holder, and Seller shall pay any cancellation charges or other similar fees, including title examination fees, imposed by the Title Company, and the parties shall have no further obligations under this Agreement except to the extent expressly surviving the termination.

5.4 SUBJECT TO APPRAISAL. The Purchase Price shall be subject to the completion by a third-party and reasonable acceptance by both Parties of an appraisal setting forth the fair market value of the Property, subject to the requirements of RCW 8.26.180, and which shall be completed prior to the expiration of the Due Diligence Period. The cost of this appraisal shall be paid by Buyer.

5.5 SEPA. Buyer has informed Seller that Buyer's acquisition of the Property is exempt from SEPA (defined below) under Washington Administrative Code ("**WAC**") 197-11-800(5)(a).

Nothing in this Agreement is intended to serve as, or signal intent or approval to, proceed with any development or permanent use of the Property for any particular purpose. The Parties acknowledge that Buyer's intended development and use of the Property is subject to review and potential mitigation under various laws by Buyer, including the State Environmental Policy Act, Chapter 43.21C of the Revised Code of Washington ("RCW"), and the state and local implementing rules promulgated thereunder (collectively, "SEPA"). Before Buyer takes any action within the meaning of SEPA on the Property, except as authorized by law, at Buyer's sole cost and expense, Buyer shall cause to be completed any associated SEPA review by applicable decisionmakers in connection with their respective actions in order to determine whether it is appropriate to proceed with or without conditions based on the SEPA review. Seller makes no representation and assumes no obligations with respect to the foregoing.

ARTICLE 6 COVENANTS OF SELLER PENDING CLOSING

6.1 CONDUCT, NOTICE OF CHANGE. Seller covenants that, between the Effective Date and the Closing, Seller shall make commercially reasonable efforts to take all actions reasonably necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and 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. Seller shall give Buyer prompt written notice of any material 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.

6.2 EXCLUSIVITY. Between the Effective Date and the Closing or earlier termination of this Agreement, Seller shall not market the Property, make or accept any offers to sell, refinance, or recapitalize the Property, or otherwise solicit any offers to purchase, or enter into any agreement for the sale, refinancing, or recapitalization of the Property.

ARTICLE 7 COVENANTS OF BUYER PENDING CLOSING

7.1 CONDUCT, NOTICE OF CHANGE. Buyer covenants that, between the Effective Date and the Closing, Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and that all covenants of Buyer 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 in this Agreement. Buyer shall give Seller prompt written notice of any material 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.

ARTICLE 8
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, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

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

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

8.3 CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

8.4 TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3, and 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.

8.5 PROPERTY TO BE DELIVERED SUBJECT TO THE LEASE. At Closing, the Property shall be delivered free of all tenancies and/or occupants other than Tenant under the Lease and any subtenant or anyone else claiming through Tenant.

ARTICLE 9
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:

9.1 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.

9.2 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 material respects.

9.3 TITLE. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

ARTICLE 10 CLOSING

10.1 CLOSING/CLOSING DATE. The Closing shall take place on the date which is the latter of: (a) fifteen (15) business days following Seller's receipt of the Council Approval Notice, or (b) or at such other date as may be mutually agreed upon by the Parties ("**Closing Date**"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in San Francisco, California, with Buyer's documents to be executed and notarized in King County, Washington.

10.2 CLOSING COSTS.

10.2.1 PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date, with Seller to receive a credit for all taxes applicable to the period of time after the Closing. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, recording fees, and its own attorneys' fees. Except as otherwise provided in this Section 10.2 or in Section 4.4 above, all other expenses hereunder shall be paid by the Party incurring such expenses or in accordance with the custom of the county in which the Property is located.

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

10.2.3 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 satisfy said liens, the Purchase Price shall be reduced by the amounts due to satisfy and discharge the liens.

10.3 SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly-executed documents:

10.3.1 A bargain and sale deed conveying title to the Property, substantially in the form of **EXHIBIT B** attached hereto;

10.3.2 An assignment and assumption of the Lease, substantially in the form of **EXHIBIT C** attached hereto;

10.3.3 A seller's certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto; and

10.3.4 Such other documents or instruments as may be required to effectuate the transaction contemplated in this Agreement.

10.4 BUYER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following properly-executed documents:

10.4.1 A bargain and sale deed accepting title to the Property, substantially in the form of **EXHIBIT B** attached hereto;

10.4.2 An assignment and assumption of the Lease, substantially in the form of **EXHIBIT C** attached hereto; and

10.4.3 Such other documents or instruments as may be required to effectuate the transaction contemplated in this Agreement.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

11.1 NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2 DEFAULT AND ATTORNEYS' FEES.

11.2.1 DEFAULT BY BUYER. After due consideration, discussion and negotiation, the parties have determined and agreed that the actual amount of damages that would be suffered by Seller as a result of Buyer's default that results in a failure to close under this Agreement is difficult or impracticable to determine as of the Effective Date of this Agreement and that in such event the amount of the Deposit in escrow at the time of the default shall be delivered by escrow holder to Seller as liquidated damages, which liquidated damages shall constitute Seller's sole and exclusive remedy (whether at law or in equity, including any remedy for specific performance) against Buyer on account of Buyer's default that results in a failure to close under this Agreement and Seller shall be released from its obligation to convey the Property to Buyer. Notwithstanding anything to the contrary set forth in this Section 11.2, Seller may additionally pursue all of its right and remedies for Buyer's breach under Sections 5.1.3 and Section 3.1.3. THE PAYMENT OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNDER THE CIRCUMSTANCES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE, THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON, AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

Initials:
 ABW
 Buyer Seller

10.4 BUYER’S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following properly-executed documents:

10.4.1 A bargain and sale deed accepting title to the Property, substantially in the form of **EXHIBIT B** attached hereto;

10.4.2 An assignment and assumption of the Lease, substantially in the form of **EXHIBIT C** attached hereto; and

10.4.3 Such other documents or instruments as may be required to effectuate the transaction contemplated in this Agreement.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

11.1 NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2 DEFAULT AND ATTORNEYS’ FEES.

11.2.1 DEFAULT BY BUYER. After due consideration, discussion and negotiation, the parties have determined and agreed that the actual amount of damages that would be suffered by Seller as a result of Buyer’s default that results in a failure to close under this Agreement is difficult or impracticable to determine as of the Effective Date of this Agreement and that in such event the amount of the Deposit in escrow at the time of the default shall be delivered by escrow holder to Seller as liquidated damages, which liquidated damages shall constitute Seller’s sole and exclusive remedy (whether at law or in equity, including any remedy for specific performance) against Buyer on account of Buyer’s default that results in a failure to close under this Agreement and Seller shall be released from its obligation to convey the Property to Buyer. Notwithstanding anything to the contrary set forth in this Section 11.2, Seller may additionally pursue all of its right and remedies for Buyer’s breach under Sections 5.1.3 and Section 3.1.3. **THE PAYMENT OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNDER THE CIRCUMSTANCES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE, THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON, AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.**

Initials: _____ ^{DS} Gll
 Buyer Seller

11.2.2 DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to proceed with one of the following mutually exclusive alternatives:

(a) waive such default and proceed with the Closing, with no reduction in the Purchase Price unless otherwise agreed to by Buyer and Seller, each in their sole discretion; provided, however, that this provision will not waive or affect any of Seller's other obligations under this Agreement to be performed with respect to any matter other than such default;

(b) terminate this Agreement, whereupon the Deposit and Buyer's Due Diligence Costs (as defined below) in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) shall be refunded to Buyer; provided, however, that as a condition to any action by Buyer to recover Buyer's Due Diligence Costs, Buyer shall be required to give Seller not less than thirty (30) days written notice of default and an opportunity to cure any such default within such thirty (30) day period, or such longer period as Buyer and Seller may reasonably determine is necessary, to effectuate the cure, provided Seller commences action to cure within the original thirty (30) day period and thereafter diligently pursues such action to completion. For the purposes of this Agreement, "Buyer's Due Diligence Costs" shall mean all out-of-pocket due diligence, architectural, design, engineering, permitting, entitlement, rezoning, consultant and legal fees and costs and any non-refundable loan fees or deposits expended by Buyer in connection with this Agreement. Thereafter, neither party shall have any further liability or obligation to the other hereunder, except for provisions of this Agreement which expressly state that they shall survive the termination of this Agreement; or

(c) file in any court of competent jurisdiction an action for specific performance to cause Seller to convey the Property to Buyer pursuant to the terms and conditions of this Agreement; but Buyer shall not be entitled to recover monetary damages from Seller in connection with such default if Buyer pursues an action for specific performance; provided, however, that Buyer shall have a right to receive reimbursement from Seller for Buyer's attorneys' fees in any action brought pursuant to this section, and further provided that Buyer's election to file an action for specific performance shall not waive or affect any of Seller's other obligations under this Agreement to be performed with respect to any matter other than such default; and provided, further, that any action pursuant to this Section 11.2.2(c) must be filed within ninety (90) days after the date the Closing was to occur.

11.3 ATTORNEY'S FEES. In any action to enforce this Agreement, except as expressly provided in Section 11.2.2(c) above, each Party shall bear its own attorney's fees and costs.

11.4 TIME.

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

11.4.2 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 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.

11.5 NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or on the date that is one business day after the date sent by overnight courier or four (4) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Seller: Kaiser Foundation Health Plan of Washington
1 Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Attn: Lorena Gonzalez and Maggie Snyder
Email: Lorena.Gonzalez@kp.org and
maggie.x.snyder@kp.org

with a copy to: Kaiser Foundation Health Plan, Inc.
Legal Department
Corporate Transactions & Real Estate, Legal Department
393 E. Walnut Street, 2nd Floor
Pasadena, CA 91188
Attn: Fernando Avila
Email: Fernando.avila@kp.org

and: Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, CA 94111
Attn: Kathleen Keeler Bryski
Email: kbryski@sflaw.com

If to Buyer: King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Steve Rizika
Email: steve.rizika@kingcounty.gov

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse
516 3rd Avenue, Suite W400
Seattle, WA 98104
Attn: Erin Ferrell,
Senior Deputy Prosecuting Attorney
Email: erferrell@kingcounty.gov

If to Title Company/Escrow Holder:

First American Title Insurance Company
101 Mission Street, Suite 1600
San Francisco, CA 94105
Attn: Ted V. Bigornia
Tel: (415) 837-2231
Email: tbigornia@firstam.com

Notwithstanding anything in this Section 11.5 to the contrary, a Party may provide notice electronically via the email addresses listed above, so long as notice is provided by another authorized method on the same day. If a Party disputes the delivery or receipt of notice by email then that Party shall bear the burden to prove the date that notice was delivered or received, or both.

11.6 ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits 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 and signed by all Parties.

11.7 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.

11.8 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.

11.9 BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors, and assigns.

11.10 LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.

11.11 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.

11.12 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 the other Party in order to carry out the provisions and purposes of this Agreement.

11.13 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 either 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.

11.14 NO THIRD-PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.15 ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

11.16 NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both 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 either Party. If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of the deed executed to convey the Property from Buyer to Seller, then the terms and provisions of the deed shall control. 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.

11.17 COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

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

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Assignment and Assumption of Lease
EXHIBIT D	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER:

**KAISER FOUNDATION
HEALTH PLAN OF WASHINGTON**

DocuSigned by:
By: Gregory A Adams
11733C06375B47F...

Name: Gregory A Adams

Title: Chairman and CEO

Date: March 29, 2024

APPROVED AS TO FORM ONLY:

By: K K B
Attorney

[Signature Pages Continue]

BUYER:

KING COUNTY

DocuSigned by:
By: Anthony Wright
Name: Anthony Wright
Title: Director, Facilities Mgmt. Division
3/19/2024
Date: _____

APPROVED AS TO FORM ONLY:

DocuSigned by:
By: Erin Ferrell
Senior Deputy Prosecuting Attorney

SCHEDULE 3.01

DUE DILIGENCE MATERIALS

1. Soil Sampling and Analysis Report prepared by Pacific Rim Environmental
2. Site Plan with Soil Sample Overlay
3. Photographs of Tile Fragments
4. That certain Short Term Lease dated December 29, 2022 (the “**Original Lease**”) by and between Kaiser Foundation Health Plan of Washington, Inc., a Washington non-profit organization, as Landlord and Northwest Kidney Centers, a Washington non-profit corporation (“**Tenant**”), as Tenant, as amended by that certain First Amendment to Short Term Lease dated as of March ___, 2023 (the “**First Amendment to Lease**,” and with the Original Lease, the “**Lease**”).]
5. Easement for Electric Transmission & Distribution Line dated 3/25/1941 -- Recording No. 3154385
6. Matters of Survey dated 9/10/1996 -- Recording No. 199609109004
7. Yesler Terrace Master Planned Community Design Guidelines dated 7/24/2012
8. Yesler Terrace Planned Action Ordinance dated 9/04/2012
9. Yesler-City Cooperative Agreement dated 9/21/2012
10. Cooperative Agreement dated 12/21/2012
11. Public Place Indemnity Agreement dated 1/28/2013 – Recording No. 20130128001717
12. Yesler Terrace Plat Street Improvement Plan (SIP) dated 12/12/2013
13. Allocation Document for Yesler Terrace dated 5/08/2014 – Recording No. 20140508000909
14. Declaration of CC&Rs and Easements for Yesler Terrace Owner’s Association dated 5/29/2014 -- Recording No. 20140529001716
15. Memorandum of Understanding dated 8/22/2014
16. Articles of Amendment to Articles of Incorporation of Yesler Terrace Owner’s Association dated 8/07/2014
17. Restated Articles of Incorporation of Yesler Terrace Owner’s Association dated 8/07/2014
18. Plat of Yesler Terrace dated 12/09/2014 -- Recording No. 20141209001425

19. Covenant of Infrastructure Construction dated 12/15/2014 – Recording No. 20141215000889
20. Public Access, Easement and Maintenance Agreement dated 12/15/2014 -- Recording No. 20141215000890
21. Declaration of Community Maintenance Covenant, Performance Agreement and Grant of Easement dated 12/15/2014 – Recording No. 20141215000891
22. Declaration of Covenant to Convey Tracts dated 12/15/2014 – Recording No. 20141215000892
23. Amended and Restated Allocation Document for Yesler Terrace dated 2/25/2015 – Recording No. 20150225002134
24. Amended and Restated Declaration of CC&Rs and Easements for Yesler Terrace Owner’s Association dated 9/01/2015 – Recording No. 20150901000357 (amending and restating Recording No. 20140529001716)
25. Yesler Terrace Owners Association Adopted Bylaws dated 2/09/2016
26. Amendment to Public Access, Easement, and Maintenance Agreement dated 6/17/2016 – Recording No. 20160617001490
27. Cooperative Agreement Amendment dated 5/18/2017
28. Agreed-Upon Clarification to Covenant for Infrastructure Construction dated 8/04/2017 – Recording No 20170804001490
29. Amendment to Covenant for Infrastructure Construction dated 8/18/2017 – Recording No. 20170818000749
30. Yesler Cooperative Agreement 2nd Amendment dated 10/05/2017
31. Amendment to Public Access, Easement, and Maintenance Agreement dated 7/27/2018 – Recording No. 20180727000187
32. 1st Amendment to Declaration of Community Maintenance Covenant, Performance Agreement and Grant of Easement dated 1/03/2019 – Recording No. 20190103000529
33. 1st Amendment to Declaration of CC&Rs and Easements for Yesler Terrace Owner’s Association dated 1/03/2019 -- Recording No. 20190103000528
34. Survey dated 6/30/2014 prepared by Bush, Roed & Hitchings, Inc.
35. Yesler Terrace Open Space Programming Case Studies and Ideal Programs Draft Report dated 12/15/2012
36. Yesler Terrace Groundwater Sampling and Analysis Report dated 1/31/2014

37. Geotechnical Engineering Services Report re Yesler Terrace Redevelopment Street Improvement Project dated 1/10/2014
38. Earth Technical Report – Yesler Terrace Redevelopment dated 10/12/2010
39. Environmental Health Technical Report – Yesler Terrace Redevelopment dated 10/12/2010
40. Yesler Terrace Redevelopment Final Environmental Impact Statement dated April 2011
41. Record of Decision – Yesler Terrace Planned Action EIS dated 10/03/2012
42. Preliminary Geotechnical Engineering Report dated 4/19/2019
43. Seismic Site Class Determination Technical Memorandum dated 11/02/2020
44. Memorandum of Post-Closing Obligations dated for reference purposes January 7, 2021, made by and between Housing Authority of the City of Seattle (“SHA”) and Kaiser Foundation Health of Washington, a Washington public benefit corporation (“Kaiser”)
45. Restrictive Covenant (Height Restriction) dated as of January 7, 2021 by and between SHA as “Grantor,” and Kaiser as “Grantee” recorded as Recording No. 20210107002243 of Official Records.
46. Environmental Reimbursement Agreement dated January 7, 2021, by and between Kaiser as “Owner,” and SHA.
47. Purchase and Sale Agreement dated March 19, 2019 by and between Kaiser as “Buyer,” and SHA as “Seller,” as amended, and related Post-Closing Access Agreement.
48. List of Permitted Exceptions set forth in Exhibit B below.

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 I:

Lots 2, 3, 4 and 5, Block 7, YESLER TERRACE COMMUNITY, according to the plat thereof recorded in Volume 267 of Plats, Pages 59-75, in King County, Washington.

Parcel II:

A reciprocal driveway easement adjacent to said Lot 2 as set forth on the plat of YESLER TERRACE COMMUNITY, according to the plat thereof recorded in Volume 267 of Plats, Pages 59-75, in King County, Washington.

EXHIBIT B

Bargain and Sale Deed

AFTER RECORDING RETURN TO:
KING COUNTY REAL ESTATE SERVICES
500 FOURTH AVENUE, SUITE 830
SEATTLE, WA 98104
ATTN: STEVE RIZIKA

BARGAIN AND SALE DEED

Grantor - - Kaiser Foundation Health Plan of Washington
Grantee - - King County
Legal - - - - abbreviated legal to be determined by title
Tax Acct. - - _____

The Grantor, Kaiser Foundation Health Plan of Washington, a Washington public benefit corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, and convey unto the 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, subject to the permitted exceptions set forth in EXHIBIT A.

GRANTOR

GRANTEE

**Kaiser Foundation Health Plan
of Washington**

King County

BY: _____

BY: _____

TITLE: _____

TITLE: Director
Facilities Management Division

DATE: _____

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY 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 _____

NOTARY BLOCK FOR KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2024, 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 Kaiser Foundation Health Plan of Washington 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

To be determined by Title

EXCEPTIONS TO TITLE

SUBJECT TO:

1. Easement, including terms and provisions contained therein:
Recording Information: March 27, 1941 as Recording No. 3154385
In Favor of: The City of Seattle
For: Electric transmission and distribution line
2. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the plat of Yesler Terrace Addition recorded as Volume 37 of Plats, Pages 21 through 22A, in King County, Washington.
3. The terms and provisions contained in the document entitled "Ordinance No. 116715" recorded August 26, 1993 as Recording No. 9308260883 of Official Records.
4. Conditions, notes, and provisions contained and/or delineated on the face of the Survey recorded September 10, 1996 under Recording No. 9609109004, in Volume 111 of surveys, at Page(s) 30, 30A through 30G, in King County, Washington.
5. The terms and provisions contained in the document entitled "Public Place Indemnity Agreement" recorded January 28, 2013 as Recording No. 20130128001717 of Official Records.
6. The terms and provisions contained in the document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Yesler Terrace" recorded September 1, 2015 as Recording No. 20150901000357 of Official Records.

Said instrument is an amendment and restatement of that declaration recorded under Recording No. 20140529001716. Document(s) declaring modifications thereof recorded January 3, 2019 as 20190103000528 of Official Records.

7. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the plat of Yesler Terrace Community recorded December 9, 2014 as Volume 267 of Plats, page 59, in King County, Washington.
8. The terms and provisions contained in the document entitled "Covenant for Infrastructure Construction" recorded December 15, 2014 as Recording No. 20141215000889 of Official Records.
9. The terms and provisions contained in the document entitled "Public Access, Easement and Maintenance Agreement" recorded December 15, 2014 as Recording No. 20141215000890 of Official Records. Document(s) declaring modifications thereof recorded as 20160617001490, 20180727000187 and 20190502000723 of Official Records.

10. The terms and provisions contained in the document entitled "Declaration of Community Maintenance Covenant and Performance Agreement and Grant of Easement" recorded December 15, 2014 as Recording No. 20141215000891 of Official Records. Document(s) declaring modifications thereof recorded January 3, 2019 as 20190103000529 of Official Records.
11. The terms and provisions contained in the document entitled "Amended and Restated Allocation Document for Yesler Terrace Site as a Whole" recorded February 25, 2015 as Recording No. 20150225002134 of Official Records.
12. The terms and provisions contained in the document entitled "Height Restriction Easement" recorded January 15, 2016 as Recording No. 20160115000430 of Official Records.
13. Memorandum of Post-Closing Obligations dated for reference purposes January 7, 2021, made by and between Housing Authority of the City of Seattle ("SHA") and Kaiser Foundation Health of Washington, a Washington public benefit corporation ("**Kaiser**")
14. Restrictive Covenant (Height Restriction) dated as of January 7, 2021 by and between SHA as "Grantor," and Kaiser as "Grantee" recorded as Recording No. 20210107002243 of Official Records.
15. Environmental Reimbursement Agreement dated January 7, 2021, by and between Kaiser as "Owner," and SHA.
16. That certain Short Term Lease dated December 29, 2022 (the "**Original Lease**") by and between Kaiser Foundation Health Plan of Washington, Inc., a Washington non-profit organization, as Landlord and Northwest Kidney Centers, a Washington non-profit corporation ("**Tenant**"), as Tenant, as amended by that certain First Amendment to Short Term Lease dated as of March ___, 2023 (the "**First Amendment to Lease**," and with the Original Lease, the "**Lease**").

[Additional Permitted Exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C
ASSIGNMENT AND ASSUMPTION OF LEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [_____] (“**Assignor**”), hereby sells, transfers, assigns and sets over unto [_____] (“**Assignee**”), its legal representatives, successors and assigns, all of Assignor’s right, title and interest in, to and under (a) that certain Short Term Lease dated December 29, 2022 (the “**Original Lease**”) by and between Kaiser Foundation Health Plan of Washington, Inc., a Washington non-profit organization, as Landlord and Northwest Kidney Centers, a Washington non-profit corporation (“**Tenant**”), as Tenant, as amended by that certain First Amendment to Short Term Lease dated as of March __, 2023 (the “**First Amendment to Lease**,” and with the Original Lease, the “**Lease**”) affecting the real estate legally described in the Agreement (as hereinafter defined) and commonly known as 755 Alder St., Seattle, Washington (the “**Property**”), and (b) the rent therein referred except, however, that portion of said rent attributable to periods of time prior to the Closing (as defined in that certain Real Estate Purchase and Sale Agreement by and between Assignor and Assignee, dated as of _____, 20__ (the “**Agreement**”).

Assignee does hereby accept the foregoing Assignment and Assumption of Lease subject to the terms and conditions herein and in the Lease, and does hereby assume, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Lease arising from and after the Closing Date and Assignee agrees to be liable for the observance and performance thereof.

This Assignment and Assumption of Lease will be binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment and Assumption of Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease this ____ day of _____, 202__.

Assignor:

[_____]

By: _____
Name: _____
Its: _____

Assignee:

[_____]

By: _____
Name: _____
Its: _____

EXHIBIT D

**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 _____, 2023.

_____, Transferor:

By: _____

Name:

Title: