



Sale Agreement # **Ijw030520**
Addendum # **E2**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____

2 Buyer: **Emily Reiman, CEO of DevNW**

3 Seller: **Evergreen Presbyterian Church in Salem**

4 The real property described as: **905 & 925 Cottage, Salem, OR 97301**

5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**

6 **Inspection period to end at the same time as the due diligence period on August 28, 2020, 5pm**

7 **All other terms and conditions to remain the same**

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29 Buyer Signature *Emily Reiman, CEO of DevNW* dotloop verified
04/25/20 11:11 AM PDT
PW4A-LNFV-YDEM-EN25 Date _____, _____ a.m. ____ p.m. ←
Emily Reiman, CEO of DevNW

30 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←

31 Seller Signature *Evergreen Presbyterian Church in Salem* DocuSigned by:
Evergreen Presbyterian Church in Salem Date **4/23/2020 | 7:37 PM PDT** a.m. ____ p.m. ←
Evergreen Presbyterian Church in Salem

32 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←

33 Buyer's Agent **LJ Wilson** Seller's Agent **Bill Hekman**

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OREF 002



Sale Agreement # **ljw030520**
Addendum # **1**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____

2 Buyer: **Emily Reiman, CEO of DEVNW**

3 Seller: **Evergreen Presbyterian Church of Salem**

4 The real property described as: **905/925 Cottage st NE , Salem, Or 97301**

5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**

6 **1. Close Date to be September 23rd 2020**

7 **2. Due Diligence period to end August 28th 2020 at 5pm**

8 **3. Inspection period to be 20 calendar days beginning the first business day following the close of the Due Diligence period**

10 **All other terms and considerations to remain the same.**

29 Buyer Signature *Emily Reiman, CEO of DEVNW* dotloop verified 04/21/20 12:27 PM PDT Date _____, _____ a.m. ____ p.m. ←

Emily Reiman, CEO of DEVNW

30 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←

DocuSigned by:

31 Seller Signature *Evergreen Presbyterian Church in Salem* Date **4/23/2020 | 7:37 PM PDT** a.m. ____ p.m. ←

Evergreen Presbyterian Church of Salem

32 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←

33 Buyer's Agent **LJ Wilson** Seller's Agent **Bill Hekman, JR**

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Sale Agreement # **ljw030520**

SELLER'S COUNTER OFFER No. 1

1 This is a counter offer to ☒ Sale Agreement or ☐ Buyer's Counter Offer

2 Seller: **Evergreen Presbyterian Church in Salem**

3 Buyer: **Emily Reiman, CEO of DevNW**

4 The real property described as: **905 & 925 Cottage, Salem, OR 97301**

5 **AGREEMENT TO SELL:** Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and
6 subsequent counter offers where applicable, **except** as modified as follows:

7 **1. Buyer shall be in continual communication with Seller throughout the process, with updates on progress (such as environmental**
8 **review, pre-app meeting, rezoning and all items that may affect progress and/or final closing).**

9 **2. Buyer shall provide proof of funds within 3 business days of fully accepted offer.**

10 **3. Closing shall occur on or before July 30, 2020.**

11 **4. Seller shall have 30 days after closing to vacate.**

12 **5. Closing of 905 & 925 Cottage is contingent on Seller closing of Englewood United Methodist Church, 1110 17th St NE, Salem, OR**
13 **97301.**

14 **6. Sale contingent on Congregational approval.**

15 **7. Earnest money shall be increased to \$15,000**

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19
20 For additional provisions, see Addendum _____

21 **All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are**
22 **approved and accepted by Seller. Time is of the essence.** This Seller's Counter Offer shall automatically expire on **March 16, 2020**
23 at 2 ☐ a.m. ☒ p.m. ("the Counter Offer Deadline"), if not accepted within that time This Seller's Counter Offer may be
24 accepted by Buyer only in writing. However, Seller may withdraw this counter offer before the Offer Deadline any time prior to Buyer's
25 transmission of signed acceptance.

26 Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers
27 where applicable, which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written
28 statements of any Buyer or of any Agent(s) that are not expressly contained in the Sale Agreement as amended.

29 Seller Signature Evergreen Presbyterian Church in Salem Date 3/11/2020 | 8:42 PM PDT a.m. ____ p.m. ←
30 Seller Signature _____ Date _____ a.m. ____ p.m. ←

31 **BUYER'S RESPONSE (select only one):**

32 ☒ Buyer **accepts** Seller's Counter Offer.

33 ☐ Buyer **does not accept** Seller's Counter Offer AND submits the attached Buyer's Counter Offer.

34 ☐ Buyer **rejects** Seller's Counter Offer.

35 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter
36 Offer, where applicable, which Buyer has fully read and understands.

37 Buyer Signature Emily Reiman, CEO of DevNW Date _____ a.m. ____ p.m. ←
38 Buyer Signature _____ Date _____ a.m. ____ p.m. ←

39 **Note: If delivery/transmission occurs after the Counter Offer Deadline identified above, it will not become binding upon Seller and**
40 **Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the**
41 **parties. The parties' failure to do so shall be treated as a rejection under Buyers Response, above, and this transaction shall be**
42 **automatically terminated.**

43 Seller's Agent **Bill Hekman** Buyer's Agent **LJ Wilson**

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Sale Agreement # **ljw030520**

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: **LJ Wilson**

3 _____ (Name of Buyer's Agent(s)*), Oregon Lic. # **201224879/201223307**
4 of **Keller Williams Mid-Willamette** (Name of Real Estate Firm(s)*)

5 Buyer's Agent's Office Address **1121 NW 9th St., Corvallis, OR 97330**, Company Lic. # **200408110**
6 Phone #1 _____ Phone #2 _____ E-mail **lj.wilson@kw.com**

7 is/are the agent of (check one): ☒ Buyer exclusively ("Buyer Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
8 **Bill Hekman, JR** (Name of Seller's Agent(s)*), Oregon Lic. # **201205894**

9 of **PROFESSIONAL REALTY SERVICES** (Name of Real Estate Firm(s)*)
10 Seller's Agent's Office Address **1023 3RD AV SE (Suite #, PO Box, Etc.)**, Company Lic. # **201221087**

11 Phone #1 _____ Phone #2 **(888)302-5550** E-mail **wehjr2@gmail.com**
12 is/are the agent of (check one): ☒ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").

13 ***If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be**
14 **disclosed above.**

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and
17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer *Emily Reiman, CEO of DEVNW* dotloop verified 03/05/20 3:14 PM PST SEOD-ICFV-HHEW-TQ5V Print **Emily Reiman, CEO of DEVNW** Date _____ ←

22 Buyer DocuSigned by: _____ Print _____ Date _____ ←

23 Seller *Evergreen Presbyterian Church in Salem* Print **Evergreen Presbyterian Church of Salem** Date **3/11/2020 | 8:42 PM** PDT
24 Seller E9686F0223BA4FB... Print _____ Date _____ ←

COMMERCIAL REAL ESTATE SALE AGREEMENT

25 **THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL**
26 **ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,**
27 **NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS**
28 **SECTION BELOW.**

29 **1. PRICE/PROPERTY DESCRIPTION:** Buyer **Emily Reiman, CEO of DEVNW**

31 offers to purchase from Seller **Evergreen Presbyterian Church of Salem**

33 the following described real property and all improvements thereon (hereinafter "the Property") situated in the State of Oregon, County of **Marion**,
34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
35 **905/925 Cottage st NE, Salem, Or 97301**

37 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
38 Section 8 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

39 for the Purchase Price (in U.S. currency) of _____ A \$ **770,000.00**

40 on the following terms: earnest money herein receipted for _____ B \$ _____

41 on _____, as additional earnest money, the sum of _____ C \$ **7,700.00**

42 at or before Closing, the balance of down payment _____ D \$ _____

43 at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price _____ E \$ **762,300.00**
44 shall be paid as agreed in Financing Section of the Agreement.

(Lines B, C, D and E should equal Line A)

Buyer Initials *ER* 03/05/20 3:14 PM PST dotloop verified Date _____

Seller Initials *EPUS* DS Date **3/11/2020 | 8:42 PM** PDT

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Sale Agreement # **Ijw030520**

2. FIXTURES/CONTROLS/KEYS/PERSONAL PROPERTY: Except as otherwise provided in this Section 2, (a) all fixtures, trade fixtures and essential related equipment (e.g., remote controls, and all keys related to the Property, including mailbox, outbuilding(s), etc) are to be left upon the Property as part of the Property being purchased, and (b) all personal property located on the Property is excluded from this transaction.

The following fixtures and/or trade fixtures are excluded from the Property being purchased: _____

The following personal property is included as a part of the Property and will be conveyed to Buyer in "AS-IS" condition at Closing, but free and clear of all liens and encumbrances, pursuant to the terms of Section 24.1 (Deed) below _____

(Attach inventory if necessary.) The price for the above-described personal property is (check one) ☐ included within the Purchase Price or ☐ \$ _____, which must be paid by Buyer at Closing. If for tax purposes the parties desire to separately state the price for each item of personal property included in this sale, the parties agree to attach a separate exhibit, jointly signed, identifying the stated value(s) of such personal property within _____ business days (five [5] if not filled in) following the date both parties have signed this Agreement.

FINANCING

3. BALANCE OF PURCHASE PRICE: (Select A or B)

Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): _____

A. ☐ **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one): ☐ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller; ☐ Buyer will provide Seller with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or ☐ Other (Describe): _____

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.**

B. ☐ **Balance of Purchase Price to be financed through one of the following Loan Programs** (Select only one): ☐ Conventional; ☒ Other (Describe): **Buyer will be using a combination of grant and city funds** (hereinafter "Loan Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.**

C. Pre-Approval Letter. ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; ☒ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: **Buyer has city funds that will be usable for this property pending environmental review.**

4.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price then this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): _____

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

4.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have 2 business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 **Termination Agreement** and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 4.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials  Date _____

Seller Initials  / Date **3/11/2020** | 8:42 PM

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Sale Agreement # **ljw030520**

95 **4.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan
96 application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to
97 Seller, or will be, pursuant to Section 3C (Pre-Approval Letter), above.

98 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three
99 [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the
100 following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of
101 the value of the Property; and (vi) the loan amount sought.

102 (3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ____ business days (three [3] if not filled in - but
103 not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly
104 notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

105 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
106 application, appraisal and processing fees, where applicable) to obtain the loan.

107 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
108 be withheld in Seller's sole discretion.

109 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
110 regarding Buyer's financing and the time of Closing.

111 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement, (or
112 Section 1 of the **OREF 058 Professional Inspection Addendum** if used).

113 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
114 status.

115 **5.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
116 Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.


117 **5.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
118 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
119 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between a
120 home or building and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods.
121 The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending
122 upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local
123 jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the Property**
124 **requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC as a**
125 **condition of loan approval. For more information, go to the following website www.fema.gov.**

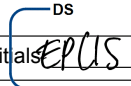
126 **6. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
127 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
128 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
129 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
130 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
131 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

132 ☐ (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or

133 ☐ (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

134 Seller and Buyer agree regardless of whether (a) or (b), is selected, they will reach a signed written agreement upon the terms and conditions of such
135 financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ____ business days (ten
136 [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of
137 Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other
138 times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically
139 terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to**
140 **secure competent legal advice while engaged in a Seller-Carried Transaction.**

Buyer Initials  Date _____
03/05/20
3:14 PM PST
dotloop verified

Seller Initials  / Date 3/11/2020 | 8:42 PM

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7. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): _____

CONTINGENCIES

8. TITLE INSURANCE: Upon signature and acceptance of this Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from the title insurance company selected at Section 18 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 26(3) below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (**If, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice.** The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have _____ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 24, (Deed), below. If, within _____ business days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction. (**Note: This Section 8 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 8 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal law.**)


9. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions found in and around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. **Buyer understands it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended purpose. Neither the Buyer's nor Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. If some or all of the Property includes residential housing, Buyer is encouraged to review the Oregon Property Buyer Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov.**

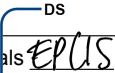
Check only one box below:

☒ **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold.

Identify Invasive Inspections: _____

Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 45 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections **and** negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall **not** provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the**

Buyer Initials  _____ Date _____
03/05/20
3:14 PM PST
dotloop verified

Seller Initials  _____ Date 3/11/2020 8:42 PM
DS

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Sale Agreement # **Ijw030520**

condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.

☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections performed as a contingency to the Closing of this transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

10. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, on or promptly after the date the parties have signed and accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. **Buyer understands the failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period shall automatically expire.**


11. SELLER'S DOCUMENTS: (check one): ☐ Seller has previously delivered to Buyer copies of all documents containing material information about the Property Seller has in Seller's possession or control including but not limited to documents and records relating to the ownership, operation and maintenance of the Property (hereinafter "Relevant Business Documents"). ☐ Seller agrees within ____ business days (ten [10] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement, Seller will deliver to Buyer Relevant Business Documents. In addition to Relevant Business Documents, Seller shall, within the same period as provided in this Section 11 (Seller's Documents), deliver to Buyer the following additional information: _____.

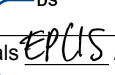
12. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge unless this transaction is otherwise exempted, Oregon law provides Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

13. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

- (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the terms hereof.
 - (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could affect the use, development, operation or value of the Property.
 - (3) Seller has no knowledge of any hazardous substances in or about the Property.
 - (4) Seller knows of no material structural defects in or about the Property.
 - (5) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems and the balance of the Property, including landscaping, if any, will be in substantially its present condition at the time Buyer is entitled to possession.
 - (6) Seller has no notice of any liens or assessments to be levied against the Property.
 - (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
 - (8) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
 - (9) Seller shall keep the Property fully insured through Closing.
 - (10) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.
- These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are: _____ (For more exceptions see Addendum _____).
- Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where**

Buyer Initials  03/05/20 _____ Date _____
3:14 PM PST
dotloop verified

Seller Initials  / _____ Date 3/11/2020 8:42 PM

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905 cottage

Sale Agreement # **ljw030520**

241 **appropriate, regarding all material matters bearing on the condition of the Property, its value, and its suitability for Buyer's intended use. Neither**
242 **Buyer's nor Seller's Agents shall be responsible for inspecting or conducting any investigation of any aspects of the Property.**

243 **14.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS.** Subject to certain exceptions, Escrow is required to withhold a
244 portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate
245 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
246 carry out the provisions of Oregon law.

247 **14.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised, during Closing, a Federal law, known as the Foreign
248 Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the
249 Purchase Price) if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption.
250 A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal
251 Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident
252 alien individual.

253 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
254 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
255 FIRPTA requirements constitutes a material default under this Agreement.

256 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
257 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
258 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees that Seller will be presumed to be a
259 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
260 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so that
261 Seller's personal information is not disclosed to Buyer.

262 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
263 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
264 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties shall share equally in the cost of any
265 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
266 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
267 escrow agent.

268 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
269 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
270 related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.


271 **15. "AS-IS": Except for Seller's express written agreements and written representations contained herein, Buyer is purchasing the Property "AS-**
272 **IS," in its present condition and with all defects apparent or not apparent.**

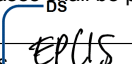
273 **MISCELLANEOUS ITEMS**

274 **16. EXISTING LEASES:** The Property (check one): ☐ is ☒ is not subject to one or more existing leasehold interests, which Seller represents and warrants
275 are current and free from default. If applicable, Seller agrees to deliver to Buyer complete and legible copies of the written lease(s) (including all amendments,
276 individually and collectively the "Leases") for review within ____ business days (three [3] if not filled in) following the date Buyer and Seller have signed this
277 Agreement. If Buyer is not satisfied with the Leases for any reason whatsoever, Buyer may terminate this Agreement by providing written notice to seller within
278 ____ business days (five [5] if not filled in) after Buyer's receipt of the lease(s) in which case all earnest money deposits shall be promptly refunded and this
279 transaction shall be terminated. If Buyer fails to terminate the transaction within this time period, Buyer shall be deemed to have accepted the Leases.

280 Seller agrees to obtain and deliver to Buyer for review, no later than ____ business days (ten[10] if not filled in) prior to Closing, fully executed tenant estoppel
281 certificates (individually and collectively, the "Tenant Estoppel Certificates") from each of the tenants under the Leases using Oref 072 Tenant Estoppel
282 Certificate or such other form mutually agreed to by the parties. If any of the Tenant Estoppel Certificates reveal a material default by Seller or a tenant under
283 the Leases, Buyer may terminate this Agreement by providing written notice to Seller within ____ business days (three [3] if not filled in) after Buyer's receipt of
284 the Tenant Estoppel Certificates, in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer fails to
285 terminate the transaction within this time period, Buyer shall be deemed to have accepted the Tenant Estoppel Certificates.

286 At Closing, Seller shall assign the Leases to Buyer using OREF 073 Assignment and Assumption of Leases or such other form mutually agreed to by the
287 parties, Seller shall pay over to Buyer all security deposits held under the Leases, and rent under the Leases shall be prorated between the parties.

Buyer Initials  Date 03/05/20
3:14 PM PST
dotloop verified

Seller Initials  Date 3/11/2020 8:42 PM

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17. ADDITIONAL PROVISIONS AND CONDITIONS TO PURCHASE: Buyer will have a 60 due diligence period.

Purchase contingent on securing the successful release of federal funding.

Contingent on obtaining rezoning approval.

Purchase Contingent on DevNW Board Approval. For additional provisions, see Addendum _____.

CLOSING/ESCROW

18. ESCROW: This transaction shall be Closed at **Ticor Title of Corvallis, Denise Johnson** ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation.

19. PRORATIONS: Prorates for rents, current year's real and personal property taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be prorated as of (check one): ☒ the Closing Date; ☐ date Buyer is entitled to possession; or ☐ _____.

20.1 EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS: When this Sale Agreement is signed and accepted by Buyer and Seller, the following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ _____ ("the Deposit").

The Deposit shall be payable by wire transfer or check, and deposited within _____ (three [3] if not filled in) business days (the "Deposit Deadline") as follows (check all that apply):

- ☒ Directly with Escrow;
☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
☐ As follows: _____

Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 22.1 and 22.2 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe): _____.

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility to Buyer or Seller regarding said funds.

20.2 Non-refundable Deposit. (Do not complete A and B, below, unless the deposit is intended to become nonrefundable. If deposit(s) is/are in Escrow, additional written instructions may be necessary.) Buyer and Seller agree (Check one or both of the following two boxes): ☐ the earnest money deposit of \$ _____ and/or ☐ the additional earnest money deposit of \$ _____ shall become nonrefundable for all purposes except those cases in which Seller's default results in a failure of this transaction to Close in accordance with this Agreement:

A. Terms of disbursement/holding of nonrefundable deposit (Select only one of the following three boxes below):

- ☐ Disburse directly to Seller as follows: _____
☐ Remain in Escrow and disburse to Seller upon Closing or earlier termination of this transaction, or
☐ Remain in Selling Firm's client trust account and disburse to Seller upon Closing or earlier termination of this transaction.

B. Event/timing of non-refundable.

The deposit(s) shall become nonrefundable upon the occurrence of the following (Select only one of the following four boxes in B.)

- ☐ (insert date) _____
☐ (insert event) _____
☐ (insert conditions to be satisfied or waived after which time disbursement shall occur) _____
☐ Other: _____

Buyer Initials  Date _____

Seller Initials  Date 3/11/2020 | 8:42 PM

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336 **21. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this
337 Agreement marked "rejected" by Seller or upon Seller's Agent's Firm's written advice the offer is "rejected" by Seller, you are to refund all earnest money
338 to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and proceed with Closing in accordance
339 with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and
340 Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to
341 the disposition of such deposits.

342 **22.1 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
343 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
344 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then
345 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
346 legal remedies available to Buyer.

347 **22.2 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
348 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely
349 make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this
350 Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as
351 liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction
352 in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s)
353 identified herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a
354 penalty. **It is the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance**
355 **with the material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right**
356 **to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of Sections 31-32.4**
357 **(Dispute Resolution) below.**

358 **23.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 09/23/2020 ("the Closing
359 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
360 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that
361 date. Caveat: Section 6 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust
362 or mortgage.

363 **23.2 THE CLOSING DISCLOSURE:** If the Property, or a dwelling unit located therein, will be used, or is expected to be used, as Buyer's primary
364 residence, and lender financing is involve, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each
365 receive a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID
366 requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the
367 transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to
368 the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three business day rule. **Such a delay beyond**
369 **the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**


370 **23.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the
371 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
372 the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are**
373 **encouraged to discuss this with Escrow prior to Closing.**

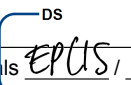
374 **24.1 DEED:** Seller shall convey marketable title to the Property by (check one): ☒ statutory warranty deed or ☐ _____
375 _____
376 (if neither box is checked a statutory warranty deed shall be used) free and clear of all liens of record, except property taxes that are a lien but not yet payable,
377 zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and
378 restrictions of record, and those matters accepted by Buyer pursuant to Section 8 (Title Insurance) above. If Buyer's title will be held in the name of more than
379 one person see Section 33 (Offer to Purchase) below, regarding forms of co-ownership.

380 **24.2 BILL OF SALE:** If applicable, Seller shall convey title to the personal property described in Fixtures/Controls/Keys/Personal Property Section, above by
381 OREF 071 Bill of Sale, free and clear of all liens and encumbrances.

382 **25. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
383 possession of the Property to Buyer (select one):

384 (1) ☒ by 5:00 p.m. on Closing;

Buyer Initials  Date 03/05/20
3:14 PM PST
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Seller Initials  Date 3/11/2020 | 8:42 PM

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
Sale Agreement # **Ijw030520**

385 (2) ☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;
386 (3) ☐ by _____ ☐ a.m. ☐ p.m. on the _____ day of _____, _____.
387 If a tenant is currently in possession of the Property, will Buyer accept the tenant(s) at closing? (check one):
388 ☐ No; Seller shall have full responsibility for removal of tenant(s) prior to closing.
389 ☐ Yes. If Yes, Unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any
390 other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through escrow.
391 Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to the buyer
392 accepting the tenant(s) at closing.

DEFINITIONS/INSTRUCTIONS

394 **26. DEFINITIONS/INSTRUCTIONS:** ((1) Buyer and Seller: Any reference to Buyer and Seller in this agreement shall include singular and plural.
395 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
396 and the respective real estate companies with which they are affiliated.
397 (3) Time is of the essence of this Agreement.
398 (4) Except as provided in Section 8 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
399 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
400 this transaction with the title company identified at Section 18 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
401 provide Escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
402 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
403 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
404 32.4 (Mediation and Arbitration Involving Agents/Firms).
405 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.
406 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.
407 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counteroffer, or
408 addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in
409 accordance with the requirements of item 8 herein.
410 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counteroffer, however designated (collectively,
411 "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their acceptance of the
412 Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by manual delivery
413 ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and accepted" as defined
414 herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or counteroffer, as the case
415 may be.
416 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
417 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
418 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 17 (Additional
419 Provisions) of this Sale Agreement.
420 (11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
421 the date they have signed and accepted it.
422 (12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under
423 this Agreement or in the Property are not assignable without prior written consent of Seller.
424 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
425 (14) Excepting only the Lead-Based Paint Contingency Period identified in Section 10 (Lead Based Paint Contingency Period), unless a different
426 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the last
427 day of that deadline, however designated.
428 (15) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy
429 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)
430 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

Buyer Initials  03/05/20 _____ Date _____
-3:14 PM PST
dotloop verified

Seller Initials  3/11/2020 | 8:42 PM
Date _____

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Sale Agreement # **ljw030520**

27. UTILITIES: Seller shall pay all utility bills accrued to the date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel/propane then on premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow. Seller shall not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to Closing unless parties agreed otherwise in writing.

28. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

29. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

30.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one): ☒ is ☐ is not specially assessed for property taxes (e.g., farm, forest, tax abatement or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred/abated tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred/abated property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred/abated property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 30.1 (Levy of Additional Property Taxes).

30.2 HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF 045 Historic Property Addendum**.

DISPUTE RESOLUTION

DISPUTE RESOLUTION: Any dispute between Buyer and Seller relating to the interpretation or enforcement of this Agreement (check one) ☒ shall ☐ shall not, be subject to the mediation and arbitration provisions of Sections 31 – 32.4. Failure to check a box shall constitute an election NOT to arbitrate.

31. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

32.1 EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the resolution of any Claims.

Buyer Initials  Date _____

Seller Initials  Date 3/11/2020 8:42 PM

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COMMERCIAL REAL ESTATE SALE AGREEMENT– Page 10 of 12

Sale Agreement # **ljw030520**

32.2 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller, within the jurisdiction of the Small Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

32.3 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

32.4. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 32.3 (Mediation and Arbitration between Buyer and Seller) above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

33. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges, Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure of the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of DevNW.

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer shall automatically expire on (insert date): 03/12/2020 at 5:00 ☐ a.m. ☒ p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Emily Reiman, Co of DEVNW dotloop verified 03/05/20 3:14 PM PST YLWG-4FY0-ILQZ-IRQK Date _____, _____ a.m. _____ p.m. ←
Emily Reiman, Co of DEVNW

Buyer _____ Date _____, _____ a.m. _____ p.m. ←

Address _____ Zip _____

Phone #1 _____ Phone #2 _____ E-mail _____

This offer was delivered/transmitted to Seller for signature on (insert date): 3/11/2020 | 6:18 PM PDT at _____ ☐ a.m. ☐ p.m.
By Bill Hekman (Agent(s) presenting offer).

34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges, Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.

Seller Evergreen Presbyterian Church of Salem Date _____, _____ a.m. _____ p.m. ←

Seller _____ Date _____, _____ a.m. _____ p.m. ←

Address _____ Zip _____

Phone #1 _____ Phone #2 _____ E-mail _____

Note: If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase), above, it will not become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction shall be automatically terminated.

Buyer Initials ERC dotloop verified 03/05/20 3:14 PM PST Date _____

Seller Initials EPUS DS Date 3/12/2020 | 7:50 A

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Sale Agreement # **ljw030520**

529
530 **35. SELLER'S REJECTION/COUNTER OFFER (select only one):** ☒ Seller does not accept the above offer, but makes the attached counter offer.
531 ☐ Seller rejects Buyer's offer.
532 Seller Evergreen Presbyterian Church in Salem Date 3/11/2020 | 8:42 PM PDT a.m. ____ p.m. ←
533 Seller _____ Date _____, _____ a.m. ____ p.m. ←
534 Address _____ Zip _____
535 Phone #1 _____ Phone #2 _____ E-mail _____
536 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
537 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
538 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials ERC Date 03/05/20
3:14 PM PST
dotloop verified

Seller Initials EPUS Date 3/11/2020 | 8:42 PM PST

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Sale Agreement # **Ijw030520**

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
 2 to the following agency relationships in this transaction: **LJ Wilson**
 3 _____ (Name of Buyer's Agent(s)*), Oregon Lic. # **201224879/201223307**
 4 of **Keller Williams Mid-Willamette** (Name of Real Estate Firm(s)*)
 5 Buyer's Agent's Office Address **1121 NW 9th St., Corvallis, OR 97330**, Company Lic. # **200408110**
 6 Phone #1 _____ Phone #2 _____ E-mail **lj.wilson@kw.com**
 7 is/are the agent of (check one): ☒ Buyer exclusively ("Buyer Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
 8 **Bill Hekman, JR** (Name of Seller's Agent(s)*), Oregon Lic. # **201205894**
 9 of **PROFESSIONAL REALTY SERVICES** (Name of Real Estate Firm(s)*)
 10 Seller's Agent's Office Address **1023 3RD AV SE (Suite #, PO Box, Etc.)**, Company Lic. # **201221087**
 11 Phone #1 _____ Phone #2 **(888)302-5550** E-mail **wehjr2@gmail.com**
 12 is/are the agent of (check one): ☒ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
 13 ***If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be**
 14 **disclosed above.**
 15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
 16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and
 17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
 18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
 19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
 20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.
 21 Buyer *Emily Reiman, CEO of DEVNW* dotloop verified 03/05/20 3:14 PM PST SEOD-ICFV-HHEW-TQ5V Print **Emily Reiman, CEO of DEVNW** Date _____ ←
 22 Buyer _____ Print _____ Date _____ ←
 23 Seller _____ Print **Evergreen Presbyterian Church of Salem** Date _____ ←
 24 Seller _____ Print _____ Date _____ ←

COMMERCIAL REAL ESTATE SALE AGREEMENT

25 **THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL**
 26 **ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,**
 27 **NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS**
 28 **SECTION BELOW.**
 29 **1. PRICE/PROPERTY DESCRIPTION:** Buyer **Emily Reiman, CEO of DEVNW**
 30 _____
 31 offers to purchase from Seller **Evergreen Presbyterian Church of Salem**
 32 _____
 33 the following described real property and all improvements thereon (hereinafter "the Property") situated in the State of Oregon, County of **Marion**,
 34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
 35 **905/925 Cottage st NE, Salem, Or 97301**
 36 _____
 37 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
 38 Section 8 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 39 for the Purchase Price (in U.S. currency) of _____ A \$ **770,000.00**
 40 on the following terms: earnest money herein receipted for _____ B \$ _____
 41 on _____, as additional earnest money, the sum of _____ C \$ **7,700.00**
 42 at or before Closing, the balance of down payment _____ D \$ _____
 43 at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price _____ E \$ **762,300.00**
 44 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials *ERC* 03/05/20 3:14 PM PST dotloop verified Date _____

Seller Initials _____ / _____ Date _____

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Sale Agreement # **Ijw030520**

2. FIXTURES/CONTROLS/KEYS/PERSONAL PROPERTY: Except as otherwise provided in this Section 2, (a) all fixtures, trade fixtures and essential related equipment (e.g., remote controls, and all keys related to the Property, including mailbox, outbuilding(s), etc) are to be left upon the Property as part of the Property being purchased, and (b) all personal property located on the Property is excluded from this transaction.

The following fixtures and/or trade fixtures are excluded from the Property being purchased: _____

The following personal property is included as a part of the Property and will be conveyed to Buyer in "AS-IS" condition at Closing, but free and clear of all liens and encumbrances, pursuant to the terms of Section 24.1 (Deed) below _____

(Attach inventory if necessary.) The price for the above-described personal property is (check one) ☐ included within the Purchase Price or ☐ \$ _____, which must be paid by Buyer at Closing. If for tax purposes the parties desire to separately state the price for each item of personal property included in this sale, the parties agree to attach a separate exhibit, jointly signed, identifying the stated value(s) of such personal property within _____ business days (five [5] if not filled in) following the date both parties have signed this Agreement.

FINANCING

3. BALANCE OF PURCHASE PRICE: (Select A or B)

Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): _____

A. ☐ **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one): ☐ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller; ☐ Buyer will provide Seller with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or ☐ Other (Describe): _____

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.**

B. ☐ **Balance of Purchase Price to be financed through one of the following Loan Programs** (Select only one): ☐ Conventional; ☒ Other (Describe): **Buyer will be using a combination of grant and city funds** (hereinafter "Loan Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.**

C. Pre-Approval Letter. ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; ☒ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: **Buyer has city funds that will be usable for this property pending environmental review.**

4.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price then this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): _____

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

4.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have 2 business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 **Termination Agreement** and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 4.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials  _____ Date _____

Seller Initials _____ / _____ Date _____

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95 **4.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan
96 application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to
97 Seller, or will be, pursuant to Section 3C (Pre-Approval Letter), above.

98 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three
99 [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the
100 following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of
101 the value of the Property; and (vi) the loan amount sought.

102 (3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ____ business days (three [3] if not filled in - but
103 not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly
104 notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

105 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
106 application, appraisal and processing fees, where applicable) to obtain the loan.

107 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
108 be withheld in Seller's sole discretion.

109 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
110 regarding Buyer's financing and the time of Closing.

111 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement, (or
112 Section 1 of the **OREF 058 Professional Inspection Addendum** if used).

113 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
114 status.

115 **5.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
116 Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.


117 **5.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
118 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
119 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between a
120 home or building and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods.
121 The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending
122 upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local
123 jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the Property**
124 **requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC as a**
125 **condition of loan approval. For more information, go to the following website www.fema.gov.**

126 **6. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
127 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
128 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
129 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
130 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
131 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

132 ☐ (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or

133 ☐ (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

134 Seller and Buyer agree regardless of whether (a) or (b), is selected, they will reach a signed written agreement upon the terms and conditions of such
135 financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ____ business days (ten
136 [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of
137 Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other
138 times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically
139 terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to**
140 **secure competent legal advice while engaged in a Seller-Carried Transaction.**

Buyer Initials  _____ Date _____
03/05/20
3:14 PM PST
dotloop verified

Seller Initials _____ / _____ Date _____

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7. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): _____

CONTINGENCIES

8. TITLE INSURANCE: Upon signature and acceptance of this Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from the title insurance company selected at Section 18 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 26(3) below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (**If, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice.** The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have _____ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 24, (Deed), below. If, within _____ business days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction. (**Note: This Section 8 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 8 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal law.**)


9. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions found in and around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. **Buyer understands it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended purpose. Neither the Buyer's nor Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. If some or all of the Property includes residential housing, Buyer is encouraged to review the Oregon Property Buyer Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov.**

Check only one box below:

☒ **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold.

Identify Invasive Inspections: _____

Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 45 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections **and** negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall **not** provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the**

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Seller Initials _____ / _____ Date _____

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condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.

☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections performed as a contingency to the Closing of this transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

10. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, on or promptly after the date the parties have signed and accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. **Buyer understands the failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period shall automatically expire.**

11. SELLER'S DOCUMENTS: (check one): ☐ Seller has previously delivered to Buyer copies of all documents containing material information about the Property Seller has in Seller's possession or control including but not limited to documents and records relating to the ownership, operation and maintenance of the Property (hereinafter "Relevant Business Documents"). ☐ Seller agrees within ____ business days (ten [10] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement, Seller will deliver to Buyer Relevant Business Documents. In addition to Relevant Business Documents, Seller shall, within the same period as provided in this Section 11 (Seller's Documents), deliver to Buyer the following additional information: _____.


12. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge unless this transaction is otherwise exempted, Oregon law provides Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

13. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

- (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the terms hereof.
 - (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could affect the use, development, operation or value of the Property.
 - (3) Seller has no knowledge of any hazardous substances in or about the Property.
 - (4) Seller knows of no material structural defects in or about the Property.
 - (5) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems and the balance of the Property, including landscaping, if any, will be in substantially its present condition at the time Buyer is entitled to possession.
 - (6) Seller has no notice of any liens or assessments to be levied against the Property.
 - (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
 - (8) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
 - (9) Seller shall keep the Property fully insured through Closing.
 - (10) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.
- These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where

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241 **appropriate, regarding all material matters bearing on the condition of the Property, its value, and its suitability for Buyer's intended use. Neither**
 242 **Buyer's nor Seller's Agents shall be responsible for inspecting or conducting any investigation of any aspects of the Property.**

243 **14.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS.** Subject to certain exceptions, Escrow is required to withhold a
 244 portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate
 245 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
 246 carry out the provisions of Oregon law.

247 **14.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised, during Closing, a Federal law, known as the Foreign
 248 Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the
 249 Purchase Price) if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption.
 250 A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal
 251 Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident
 252 alien individual.

253 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
 254 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
 255 FIRPTA requirements constitutes a material default under this Agreement.

256 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
 257 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
 258 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees that Seller will be presumed to be a
 259 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
 260 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so that
 261 Seller's personal information is not disclosed to Buyer.

262 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
 263 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
 264 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
 265 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
 266 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
 267 escrow agent.

268 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
 269 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
 270 related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.


271 **15. "AS-IS": Except for Seller's express written agreements and written representations contained herein, Buyer is purchasing the Property "AS-**
 272 **IS," in its present condition and with all defects apparent or not apparent.**

273 MISCELLANEOUS ITEMS

274 **16. EXISTING LEASES:** The Property (check one): ☐ is ☒ is not subject to one or more existing leasehold interests, which Seller represents and warrants
 275 are current and free from default. If applicable, Seller agrees to deliver to Buyer complete and legible copies of the written lease(s) (including all amendments,
 276 individually and collectively the "Leases") for review within ____ business days (three [3] if not filled in) following the date Buyer and Seller have signed this
 277 Agreement. If Buyer is not satisfied with the Leases for any reason whatsoever, Buyer may terminate this Agreement by providing written notice to seller within
 278 ____ business days (five [5] if not filled in) after Buyer's receipt of the lease(s) in which case all earnest money deposits shall be promptly refunded and this
 279 transaction shall be terminated. If Buyer fails to terminate the transaction within this time period, Buyer shall be deemed to have accepted the Leases.

280 Seller agrees to obtain and deliver to Buyer for review, no later than ____ business days (ten[10] if not filled in) prior to Closing, fully executed tenant estoppel
 281 certificates (individually and collectively, the "Tenant Estoppel Certificates") from each of the tenants under the Leases using Oref 072 Tenant Estoppel
 282 Certificate or such other form mutually agreed to by the parties. If any of the Tenant Estoppel Certificates reveal a material default by Seller or a tenant under
 283 the Leases, Buyer may terminate this Agreement by providing written notice to Seller within ____ business days (three [3] if not filled in) after Buyer's receipt of
 284 the Tenant Estoppel Certificates, in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer fails to
 285 terminate the transaction within this time period, Buyer shall be deemed to have accepted the Tenant Estoppel Certificates.

286 At Closing, Seller shall assign the Leases to Buyer using OREF 073 Assignment and Assumption of Leases or such other form mutually agreed to by the
 287 parties, Seller shall pay over to Buyer all security deposits held under the Leases, and rent under the Leases shall be prorated between the parties.

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Seller Initials _____ / _____ Date _____

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288 **17. ADDITIONAL PROVISIONS AND CONDITIONS TO PURCHASE: Buyer will have a 60 due diligence period.**
 289 **Purchase contingent on securing the successful release of federal funding.**
 290 **Contingent on obtaining rezoning approval.**
 291 **Purchase Contingent on DevNW Board Approval.** For additional provisions, see Addendum _____.

292 **CLOSING/ESCROW**

293 **18. ESCROW:** This transaction shall be Closed at **Ticor Title of Corvallis, Denise Johnson** ("Escrow"),
 294 a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein.
 295 Unless otherwise provided herein, the parties agree as follows: Seller authorizes Seller's Agent's Firm to order a preliminary title report and owner's title policy
 296 at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees,
 297 Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds
 298 necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees, if any. Real estate fees, commissions or other compensation for
 299 professional real estate services provided by Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer service
 300 agreement or other written agreement for compensation.

301 **19. PRORATIONS:** Prorates for rents, current year's real and personal property taxes, interest on assumed obligations, and other prepaid expenses
 302 attributable to the Property shall be prorated as of (check one): ☒ the Closing Date; ☐ date Buyer is entitled to possession; or ☐ _____

303 **20.1 EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the
 304 following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ _____ ("the Deposit").

305 The Deposit shall be payable by wire transfer or check, and deposited within _____ (three [3] if not filled in) business days (the "Deposit Deadline")
 306 as follows (check all that apply):

- 307 ☒ Directly with Escrow;
 308 ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
 309 ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
 310 ☐ As follows: _____

311 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no
 312 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 22.1 and 22.2
 313 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

314 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
 315 _____
 316 _____.

317 *Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further*
 318 *responsibility to Buyer or Seller regarding said funds.*


319 **20.2 Non-refundable Deposit.** (Do not complete A and B, below, unless the deposit is intended to become nonrefundable. If deposit(s) is/are in Escrow,
 320 additional written instructions may be necessary.) Buyer and Seller agree (Check one or both of the following two boxes): ☐ the earnest money
 321 deposit of \$ _____ and/or ☐ the additional earnest money deposit of \$ _____ shall become nonrefundable for all purposes except
 322 those cases in which Seller's default results in a failure of this transaction to Close in accordance with this Agreement:

323 **A. Terms of disbursement/holding of nonrefundable deposit** (Select only one of the following three boxes below):
 324 ☐ Disburse directly to Seller as follows: _____

- 325 _____
 326 ☐ Remain in Escrow and disburse to Seller upon Closing or earlier termination of this transaction, or
 327 ☐ Remain in Selling Firm's client trust account and disburse to Seller upon Closing or earlier termination of this transaction.

328 **B. Event/timing of non-refundable.**
 329 The deposit(s) shall become nonrefundable upon the occurrence of the following (Select only one of the following four boxes in B.)
 330 ☐ (insert date) _____
 331 ☐ (insert event) _____
 332 ☐ (insert conditions to be satisfied or waived after which time disbursement shall occur) _____

333 ☐ Other: _____
 334 _____
 335 _____

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Seller Initials _____ / _____ Date _____

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336 **21. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this
337 Agreement marked "rejected" by Seller or upon Seller's Agent's Firm's written advice the offer is "rejected" by Seller, you are to refund all earnest money
338 to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and proceed with Closing in accordance
339 with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and
340 Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to
341 the disposition of such deposits.

342 **22.1 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
343 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
344 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then
345 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
346 legal remedies available to Buyer.

347 **22.2 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
348 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely
349 make an wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this
350 Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as
351 liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction
352 in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s)
353 identified herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a
354 penalty. **It is the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance
355 with the material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right
356 to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of Sections 31-32.4
357 (Dispute Resolution) below.**

358 **23.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 09/23/2020 ("the Closing
359 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
360 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that
361 date. Caveat: Section 6 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust
362 or mortgage.

363 **23.2 THE CLOSING DISCLOSURE:** If the Property, or a dwelling unit located therein, will be used, or is expected to be used, as Buyer's primary
364 residence, and lender financing is involve, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each
365 receive a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID
366 requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the
367 transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to
368 the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three business day rule. **Such a delay beyond
369 the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

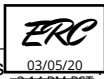
370 **23.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the
371 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
372 the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are
373 encouraged to discuss this with Escrow prior to Closing.**

374 **24.1 DEED:** Seller shall convey marketable title to the Property by (check one): ☒ statutory warranty deed or ☐ _____
375 _____
376 (if neither box is checked a statutory warranty deed shall be used) free and clear of all liens of record, except property taxes that are a lien but not yet payable,
377 zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and
378 restrictions of record, and those matters accepted by Buyer pursuant to Section 8 (Title Insurance) above. If Buyer's title will be held in the name of more than
379 one person see Section 33 (Offer to Purchase) below, regarding forms of co-ownership.

380 **24.2 BILL OF SALE:** If applicable, Seller shall convey title to the personal property described in Fixtures/Controls/Keys/Personal Property Section, above by
381 OREF 071 Bill of Sale, free and clear of all liens and encumbrances.

382 **25. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
383 possession of the Property to Buyer (select one):

384 (1) ☒ by 5:00 p.m. on Closing;

Buyer Initials  Date _____
03/05/20
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Seller Initials _____ / _____ Date _____

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385 (2) ☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;
 386 (3) ☐ by _____ ☐ a.m. ☐ p.m. on the _____ day of _____,
 387 If a tenant is currently in possession of the Property, will Buyer accept the tenant(s) at closing? (*check one*):

388 ☐ No; Seller shall have full responsibility for removal of tenant(s) prior to closing.
 389 ☐ Yes. If Yes, Unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any
 390 other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through escrow.
 391 Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to the buyer
 392 accepting the tenant(s) at closing.

DEFINITIONS/INSTRUCTIONS

394 **26. DEFINITIONS/INSTRUCTIONS:** ((1) Buyer and Seller: Any reference to Buyer and Seller in this agreement shall include singular and plural.
 395 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
 396 and the respective real estate companies with which they are affiliated.
 397 (3) Time is of the essence of this Agreement.
 398 (4) Except as provided in Section 8 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
 399 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
 400 this transaction with the title company identified at Section 18 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
 401 provide Escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
 402 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
 403 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
 404 32.4 (Mediation and Arbitration Involving Agents/Firms).
 405 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.
 406 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.
 407 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counteroffer, or
 408 addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in
 409 accordance with the requirements of item 8 herein.
 410 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counteroffer, however designated (collectively,
 411 "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their acceptance of the
 412 Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by manual delivery
 413 ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and accepted" as defined
 414 herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or counteroffer, as the case
 415 may be.
 416 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
 417 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
 418 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 17 (Additional
 419 Provisions) of this Sale Agreement.
 420 (11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
 421 the date they have signed and accepted it.
 422 (12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under
 423 this Agreement or in the Property are not assignable without prior written consent of Seller.
 424 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
 425 (14) Excepting only the Lead-Based Paint Contingency Period identified in Section 10 (Lead Based Paint Contingency Period), unless a different
 426 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the last
 427 day of that deadline, however designated.
 428 (15) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy
 429 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)
 430 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.



Buyer Initials _____ Date _____
 03/05/20
 3:14 PM PST
 dotloop verified

Seller Initials _____ / _____ Date _____

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27. UTILITIES: Seller shall pay all utility bills accrued to the date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel/propane then on premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow. Seller shall not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to Closing unless parties agreed otherwise in writing.

28. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

29. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

30.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one): ☒ is ☐ is not specially assessed for property taxes (e.g., farm, forest, tax abatement or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred/abated tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred/abated property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred/abated property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 30.1 (Levy of Additional Property Taxes).

30.2 HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF 045 Historic Property Addendum**.

DISPUTE RESOLUTION

DISPUTE RESOLUTION: Any dispute between Buyer and Seller relating to the interpretation or enforcement of this Agreement (check one) ☒ shall ☐ shall not, be subject to the mediation and arbitration provisions of Sections 31 – 32.4. Failure to check a box shall constitute an election NOT to arbitrate.

31. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

32.1 EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the resolution of any Claims.

Buyer Initials  Date _____

Seller Initials _____ / _____ Date _____

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32.2 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller, within the jurisdiction of the Small Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

32.3 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

32.4. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 32.3 (Mediation and Arbitration between Buyer and Seller) above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

33. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges, Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure of the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of DevNW.

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer shall automatically expire on (insert date): 03/12/2020 at 5:00 ☐ a.m. ☒ p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Emily Reiman, CEO of DEVNW dotloop verified 03/05/20 3:14 PM PST YLWG-4FY0-ILQZ-IRQK Date _____, _____ a.m. ____ p.m. ←
Emily Reiman, CEO of DEVNW

Buyer _____ Date _____, _____ a.m. ____ p.m. ←

Address _____ Zip _____

Phone #1 _____ Phone #2 _____ E-mail _____

This offer was delivered/transmitted to Seller for signature on (insert date): _____ at _____ ☐ a.m. ☐ p.m.
 By _____ (Agent(s) presenting offer).

34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges, Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.

Seller Evergreen Presbyterian Church of Salem Date _____, _____ a.m. ____ p.m. ←

Seller _____ Date _____, _____ a.m. ____ p.m. ←

Address _____ Zip _____

Phone #1 _____ Phone #2 _____ E-mail _____

Note: If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase), above, it will not become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction shall be automatically terminated.

Buyer Initials ERC 03/05/20 3:14 PM PST dotloop verified Date _____

Seller Initials _____ / _____ Date _____

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Sale Agreement # **Ijw030520**

529
530 **35. SELLER'S REJECTION/COUNTER OFFER (select only one):** ☐ Seller does not accept the above offer, but makes the attached counter offer.
531 ☐ Seller rejects Buyer's offer.


532 Seller _____ Date _____, _____ a.m. ____ p.m. ←
Evergreen Presbyterian Church of Salem

533 Seller _____ Date _____, _____ a.m. ____ p.m. ←

534 Address _____ Zip _____

535 Phone #1 _____ Phone #2 _____ E-mail _____

536 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
537 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
538 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials  _____ Date _____
03/05/20
3:14 PM PST
dotloop verified

Seller Initials _____ / _____ Date _____

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