Form 21 Residential PSA Rev. 3/21 Page 1 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT

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Specific Terms

1. [Date:	ML	.S No.:	Offer Expi	ration Date:	
2. E	Buyer:					
	Buyer		Buyer		Status	
3. S	Seller:		Seller			
		cription attached as I	Exhibit A. Tax Parcel	No(s).:	_,	.,
Ā	address		City	County	State	Zip
	uood stove; us	satellite dish; 🚨 se	curity system; \square at	r; 🗖 dryer; 🗖 dishwas tached television(s); 📮	attached speaker	☐ fireplace insert; (s); ☐ microwave;
						Dolla
				Wire; 🛘 Other		
				by 🗖 Buyer Brokerage F		nt
8. C	Default: (check only	one) 🖵 Forfeiture of	Earnest Money; 🖵 Se	eller's Election of Remed	ies	
9. T	Title Insurance Con	npany:	•			
	Clasina Agenti					
10.	Con	npany		Individual (optional)		
11. C	Closing Date:		; Possession D	ate: 🛘 on Closing; 🗹 Ot	her Recording	
12. S	Services of Closing	Agent for Payment	t of Utilities: 🖵 Requ	ested (attach NWMLS Fo	rm 22K); 🖵 Waived	I
13. C	Charges/Assessmer	nts Levied Before bu	It Due After Closing:	☐ assumed by Buyer; ☐	prepaid in full by Sel	ler at Closing
	•		•	erson for purposes of U.S		3
		•	•	☐ Buyer/Listing Broker		rangaantad
	0			; Listing/Buyer Broker		
-						
Buye	r Signature		Date	Seller Signature		Date
Buye	r Signature		Date	Seller Signature		Date
Buye	r Address			Seller Address		
City,	State, Zip			City, State, Zip		
Buye	r Phone No.		Fax No.	Seller Phone No.		Fax No
Buve	r E-mail Address			Seller E-mail Address		
-	fessional Realty Se	rvices	783			
	r Brokerage Firm		MLS Office No.	Listing Brokerage Firm		MLS Office No
	Sax		11844			
-	r Broker (Print)		MLS LAG No.	Listing Broker (Print)		MLS LAG No
	-302-5550	509-879-1636	509-241-0336			
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RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay 19 them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If 25 the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the 26 Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent 27 timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and 31 complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing 36 Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$500.00 for the costs thereof.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 39 checked, located in or on the Property are included in the sale; built-in appliances; wall-to-wall carpeting; curtains, 40 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 41 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 42 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 43 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 44 remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire 45 clear title before Closing.
- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 47 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 48 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 49 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 50 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 51 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 52 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 53 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 54 acquired title.

Buyer's Initials Buyer's Initials Seller's Initials Date Date Date Seller's Initials Date Form 21 Residential PSA Rev. 3/21 Page 3 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- e. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 56 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 71 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided 77 possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, 78 electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance 79 of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that 80 Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 91 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 92 complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 100 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 102 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and 103 lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit 104 report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are 105 delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at 106 Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, 107 Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the 108 Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller 109 and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in 110 accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the 111 Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 112

Seller's Initials Seller's Initials Buyer's Initials Date Buyer's Initials Date Date Date Form 21 Residential PSA Rev. 3/21 Page 4 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 113 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 114 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 115 as agreed in Specific Term No. 13. 116

- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 117 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 118 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 119 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 120 and copies of documents concerning this sale.
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 122 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 123 under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 124 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 125 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 126 to the Internal Revenue Service.
 - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 128 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 129 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 130 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 131 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 132 is terminated and the Earnest Money shall be refunded to Buyer. 133
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 134 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 135 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 136 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 137 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 138 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 139 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
 - Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 142 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 143 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 144 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 145 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 146 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 148 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 149 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 150 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 151 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 153 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 154 as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 155 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 156 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 157 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 158 forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 159 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 160 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 161 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 163 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 164 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 165 electronic form has the same legal effect and validity as a handwritten signature.

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n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 167

- unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 168 Buyer on the first page of this Agreement. 169
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 170 provision, as identified in Specific Term No. 8, shall apply: 171
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 172 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 173
 - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 174 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 175 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 176 any other rights or remedies available at law or equity.
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 178 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 179 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 180 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 181 fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 183 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 184 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 185 Earnest Money shall be refunded to Buyer.
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 187 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 188 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 189 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 190 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 191 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 192
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 193 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 194 unless sooner withdrawn.
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager 196 (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing 197 Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing 198 Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker 201 and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 202 person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as 203 dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which 205 they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and 206 Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 207 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 208 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and 209 irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or 210 Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' 211 fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 213 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 214 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 216 from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer 217 gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely 218 notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date Form 21 Residential PSA Rev. 3/21 Page 6 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 220 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 221 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 222 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 223 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 224 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 225 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 226 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 227 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 228 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 229 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 230 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 231 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 232 may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to 233 meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to 234 homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local 235 ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans 236 may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the 237 parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot 238 guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own 239 judgment and due diligence regarding third-party service providers.

Buyer's Initials Date Seller's Initials Date Buyer's Initials Date Seller's Initials Date Form 90B Notice of Termination Rev. 4/01 Page 1 of 1 ©Copyright 2001 Northwest Multiple Listing Service ALL RIGHTS RESERVED

NOTICE OF TERMINATION OF AGREEMENT FOR FAILURE TO PAY EARNEST MONEY

The following	ng is part of the Purch	ase and Sale Agreeme	ent dated		1
between					("Buyer") 2
	Buyer		Buyer		\
and					("Seller") 3
	Seller		Seller		
concerning					(the "Property"). 4
Ü	Address		City	State Zip	
Money purs	suant to the agreemen	nt. Seller, therefore, he	reby elects to terr	minate the Agreement.	6
					7
Seller		Date	Seller		Date

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AUTHORIZATION TO DISBURSE EARNEST MONEY

					("Buyer"
ween	Buyer	В	uyer		· · · · · · · · · · · · · · · · · · ·	,
l					("Seller"
	Seller	S	eller		`	•
cerning _					(the "Pr	operty").
	Address	С	ity	State	Zip	
		oney. Buyer and Seller he	eby direct the party	holding the	Earnest Money to	
distribute	e it as follows:					
\$	tc	Buyer.				
\$	tc	Seller.				
\$	tc	Listing Brokerage Firm.				
\$	tc	Buyer Brokerage Firm.				
\$	tc					
	tion of Rights and Clain ns under the Agreemer	ns. This Authorization shall t.	not otherwise affect	any party's	contractual rights or	
	ns under the Agreemer		not otherwise affect	any party's	contractual rights or	Date
obligatio	ns under the Agreemer	.t.		any party's	contractual rights or	
Buyer	ns under the Agreemer	Date	Seller	any party's		Date
Buyer Buyer Professi	ns under the Agreemer	Date	Seller		contractual rights or	Date

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Buyer Broker's Signature

RESCISSION AGREEMENT

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Date

e Purcha	se and Sale Agreement	(the "Agreement") dated		
tween				("Buyer")
	Buyer	Buyer		/"O II II"
d	Seller	Seller		("Seller"),
ncerning				(the "Property")
_	Address	City	State Zip	
escinded	as follows:			
the Prop this sale construe writing.	perty are rescinded. Ear te from any and all liabilied to terminate any ex	ach party releases the c ty in connection with the isting agency relationsh	r undertakings between Buyer and all real estate firms are sale, except as agreed belowings or related agreements unoney is authorized and directed	and brokers involved with
	as follows:	noiding the earnest mo	oney is authorized and directed	i to dispuise the eathest
\$	to	Buyer.		
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\$	to	Listing Brokerage Firm.		
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\$	to		:	
acting of Exclusive money reasons set for Brokera conjunct Firm sh	on Buyer's behalf, Selle ye Listing Agreement be retained by Listing Brok orth in the Exclusive Lis ge Firm. Provided if a tion with such a sale, th hall be reduced by the ge or contract to exchar	er shall pay Listing Bro etween Seller and Listing erage Firm. Listing Brok ting Agreement, less an a commission is paid to e amount of commission amount paid to such o	the date hereof, sell the Prope kerage Firm the Total Commi g Brokerage Firm, less any por erage Firm will pay Buyer Brok y portion of the above earnest to another member(s) of a n payable to Listing Brokerage F other member(s). "Sell" includ- se; and/or a lease with option to	ssion as set forth in the tion of the above earnest terage Firm's commission money retained by Buyer nultiple listing service in Firm and Buyer Brokerage a contract to sell; and
Buyer's	s Signature	Date	Seller's Signature	Date
Buyer's	s Signature	Date	Seller's Signature	Date
Professi	onal Realty Services			

Listing Broker's Signature

Date

Form 22A Financing Addendum Rev. 3/21 Page 1 of 3

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

	en _	("Buyer")
		Buyer Buyer
nd		Seller Seller ("Seller")
ncer	rning	Address City State Zip (the "Property").
	Lo a pur □ l	APPLICATION. an Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to chase the Property (the "Loan(s)"): □ Conventional First; □ Conventional Second; □ Bridge; □ VA; □ FHA; JSDA; □ Home Equity Line of Credit; □ Other
	Prid Pui not the Buy	"Financing Contingency"). Buyer shall pay \(\) \\(\) \(\)
b.	the the the Pai Add	liver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this ragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this dendum, "lender" means either the party to whom the application was submitted or the party funding the n. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender of time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the me.
FII	NAN	CING CONTINGENCY. Select "a" or "b" ("a" if neither is selected).
a.		Seller's Notice to Perform.
	i.	Notice to Perform. At any time days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice.
	ii.	Notice of Termination. If Buyer has not previously waived the Financing Contingency, Seller may give "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice.
		"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated
b.	iii.	"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(a)
b.	iii.	"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(a) \square will; or \square will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price).

Form 22A Financing Addendum Rev. 3/21 Page 2 of 3

Buyer's Initials

Date

Buyer's Initials

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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Page 2 of 3 3. LOAN COST PROVISIONS. Seller shall pay up to □ \$; or 🗖 % of the Purchase Price 44 (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 45 discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 46 the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 47 settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 48 for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is 49 insufficient to pay for those costs. If checked, \square Buyer shall pay Buyer's share of the escrow fee for the VA loan 50 (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 51 of the loan). 52 EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 53 Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 54 be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 55 made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds 56 to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by 57 Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such 58 confirmation. 59 60 APPRAISAL LESS THAN SALE PRICE. Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer 61 may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include 62 a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5. 63 b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 64 i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 65 acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 66 approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not 67 to accept a reappraisal or reconsideration of value; 68 ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 69 appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 70 whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA 71 financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces 72 the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 73 iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 74 appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 75 exceeds the appraised value) to close the sale; or 76 iv. Seller's rejection of Buyer's notice of low appraisal. 77 If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase 78 Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA 79 financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80 81 Buyer's Reply. i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 82 the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) 83 terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 84 ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 85 have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 86 this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 87 iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, 88 or USDA financing. Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) 89 terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 90 Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 91 Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for 92 notices. 93

Seller's Initials

Date

Seller's Initials

Date

Date

Form 22A Financing Addendum Rev. 3/21 Page 3 of 3

FINANCING ADDENDUM TO **PURCHASE & SALE AGREEMENT**

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- 6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating. plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed.
- FHA/VA/USDA Appraisal Certificate. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5.

Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable.

- VA Amendatory Clause. If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.
- EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected 114 disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or 115 more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the 116 addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days 117 to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 118 waiver of this Financing Contingency.

Seller's Initials Buyer's Initials Date Buyer's Initials Date Date Seller's Initials Date Form 22EF Evidence of Funds Addendum Rev. 7/19 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

tween			("Buyer")
	Buyer	Buyer	(20,0)
d	Seller	Seller	("Seller")
ncerning	GAddress	City	(the "Property").
		Oity	State Zip
	FINITIONS.	. Consider the Alfred Control to the	Heite I Otata and anima that Barran has
	eufficient cash or cash equivalent in Ur		United States showing that Buyer has
С	Non-Contingent Funds" means funds contingency, such as financing (NWM 22B or equivalent), or pending sale of l	LS Form 22A or equivalent), s	s possession and for which there is no sale of Buyer's property (NWMLS Form n 22Q or equivalent).
S		there is no contingency, sucl	re, but expects to receive from another has a loan, proceeds from the sale of re earnings.
Puro filled	chase Price. Buyer shall provide Evid d in) of mutual acceptance. Unless Bu	dence to Seller of such funds lyer discloses other sources of	n-Contingent Funds for payment of the withindays (3 days if not funds for the payment of the Purchase pay the Purchase Price. Buyer shall not
use writte Agre	such Non-Contingent Funds for any len consent. If Buyer fails to timely	purpose other than the purcha y provide such Evidence, Se ence is provided. Upon Sell	se of the Property without Seller's prior eller may give notice terminating this ler's notice of termination under this
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use writte Agre Adde	such Non-Contingent Funds for any laten consent. If Buyer fails to timely element any time before such Evid endum, the Earnest Money shall be reconsulted to the CLOSURE OF CONTINGENT FUNDS oan: Leale of the following owned by Buyer:	purpose other than the purchary provide such Evidence, Seence is provided. Upon Sellefunded to Buyer. 3. Buyer is relying on Contingen	eller may give notice terminating this ler's notice of termination under this nt Funds for the Purchase Price:
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use writte Agree Adde	such Non-Contingent Funds for any plen consent. If Buyer fails to timely beement any time before such Evidendum, the Earnest Money shall be reconsent. CLOSURE OF CONTINGENT FUNDS oan: Sale of the following owned by Buyer: Sift of \$	purpose other than the purchary provide such Evidence, Seence is provided. Upon Sellefunded to Buyer. 3. Buyer is relying on Continger Inited States funds (describe): days (10 days if not feived or are immediately available notice terminating this Agreenth additional information about Jpon Seller's notice of terminated to structural, pest, heating	eller may give notice terminating this ler's notice of termination under this not remark the purchase Price: filled in) prior to Closing that the funds ilable to Buyer. If Buyer fails to timely nent any time before such Evidence is ut such funds as may be reasonably tion under this Addendum, the Earnest ppraisal of the Property and inspections g, plumbing, roof, electrical, septic, and

Form 22B Buyer's Property Contingency Addendum Rev. 3/21 Page 1 of 2

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

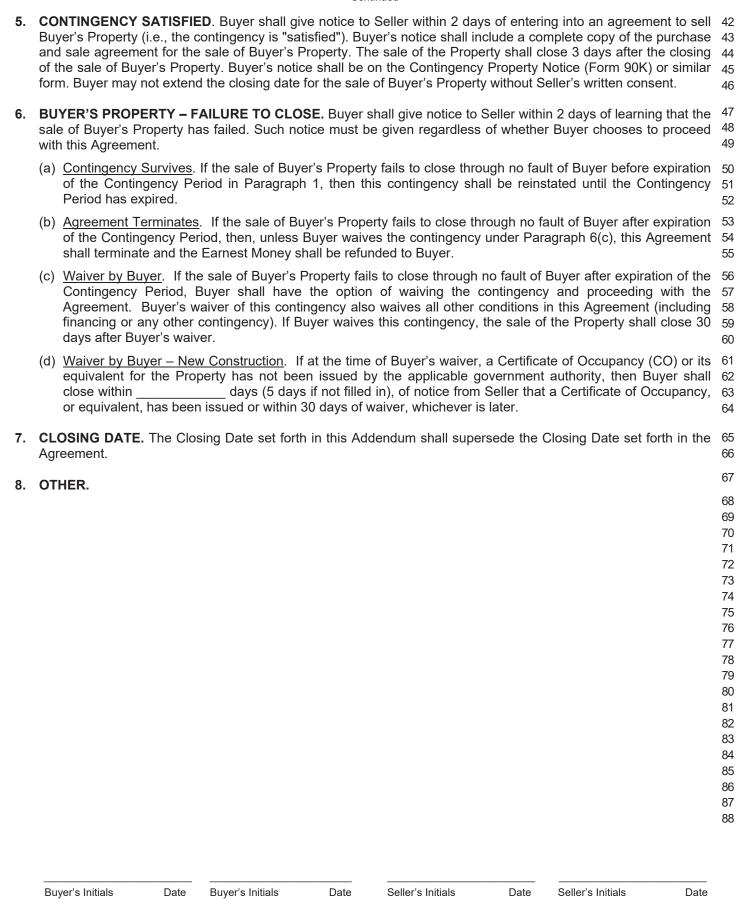
	Buyer	Buyer	
			("Seller"
	Seller	Seller	
cerning	Address	City	State Zip (the "Property")
	NGENT ON SALE OF BUYER'S P	<u>-</u>	contingent on Buyer selling Buyer's
			(the "Buyer's Property"
"Conting property do so, t Property terminal "selling"	gency Period"). Buyer shall list Buyer y with a licensed real estate firm with this contingency shall be deemed way y or given notice waiving this contin te and the Earnest Money shall be r	er's Property for sale on a multiple thin 5 days after mutual acceptance waived and Paragraph 6(c) shall a gency by the end of the Contingen refunded to Buyer. For the purpose	I acceptance of this Agreement) (the listing service in the area serving the e of this Agreement. If Buyer fails to apply. If Buyer has not sold Buyer's cy Period, then this Agreement shalls of this Addendum, the terms "sell, reeable agreement for the purchase
	SELLER'S CONSENT IS REQUIR consent before Buyer accepts any o		
(a) is co	ontingent on the sale or closing of th	nat (second) buyer's property; and/	or
	a closing date less than 30 or mover's Property.	ore than 60 days from the date o	f mutual acceptance of the offer o
Agreem purchas default	r accepts any such offer without Sell lent from Buyer's notice that the cor se and sale agreement for the sale and Seller shall be entitled to rel te, the Agreement shall not be affec	ntingency is satisfied (which notice of Buyer's Property) and, upon S medies as provided for in the Aç	shall include a complete copy of the eller's termination, Buyer shall be i
(Financi applicat accepta continge for the L	APPLICATION. If this Agreement ing Addendum), Buyer shall make ion fee, if required, for the subject Fance of this Agreement, or ☐ within ency in this Addendum (from mutual_oan(s) until after satisfaction of this ragraph 3 supersedes the requirem	written application for the Loan(s) Property within day in days (5 days if no al acceptance if neither box checke s contingency, the timelines in Fore	(defined in Form 22A) and pay the set (5 days if not filled in) after mutual of filled in) after Buyer satisfies the ed). If Buyer is not required to apple 22A shall not begin until that time
Seller h another by the e this con the Ear similar continge	erry remains on marker. Sell as received notice that Buyer has a offer, Seller shall give notice to Buexpiration of the contingency in Paratingency. If Buyer does not timely mest Money shall be refunded to the form, and Buyer's reply shall be ency also waives all other condition vaives this contingency, the sale of the	satisfied or waived this contingency liver and shall give Buyer lagraph 1, whichever is earlier (the waive or satisfy this contingency, the Buyer. Seller's notice shall be on Bump Reply (Form 46) or so lis in this Agreement (including fin	y. If prior to that time, Seller accept days (5 days if not filled in) of "Bump Period") to waive or satisf this Agreement shall terminate and on the Bump Notice (Form 44) of similar form. Buyer's waiver of this ancing or any other contingency).

Page 2 of 2

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BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued



Form 39 Second Buyer's Addendum Rev. 7/15 Page 1 of 1

SECOND BUYER'S ADDENDUM

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The following Addendum is part of the Purchase and Sale Agreement dated (the "Second Sale Agreement") between ("Seller") Seller Seller ("Second Buyer") concerning (the "Property"). 1. Property Subject to Prior Contingent Sale. Second Buyer acknowledges that the Property is subject to a 5 prior purchase and sale agreement (the "Prior Sale") between Seller and 6 ("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7 Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another 8 offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9 "Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10 has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11 Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12 of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13 Second Buyer's Waiver of Contingencies. The Bump Notice will not be given to First Buyer until Seller has 14 received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15 □ a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16 □ b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17 but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18 (Form 35) and Septic Addendum (Form 22S). 19 □ c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20 consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21 □ d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22 ☐ e. Second Buyer's Financing Addendum (Form 22A). 23 ☐ f. Second Buyer's approval of 24 days (1 day if not filled in) of Second Buyer's notice that all contingencies Bump Notice. Within selected in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice shall be given to First Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27 Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28 then Second Buyer shall be in default. 29 First Buyer's Contingency Satisfied or Waived. If First Buyer responds to the Bump Notice and satisfies or 30 waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32 Second Buyer. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 33 First Buyer's Contingency Not Satisfied or Waived. If First Buyer responds to the Bump Notice by terminating 34 the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice -35 First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36 may be given on the Contingency Property Notice (Form 90K) or similar form. 37 Computation of Time. For the purposes of computing time (except for the timelines in this Addendum and the 38 deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 39 This Addendum Controls. All other terms and conditions of the Second Sale Agreement remain in full force and effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41 Agreement, this Addendum shall control. 42 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 35 Inspection Addendum Rev. 3/21 Page 1 of 2

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

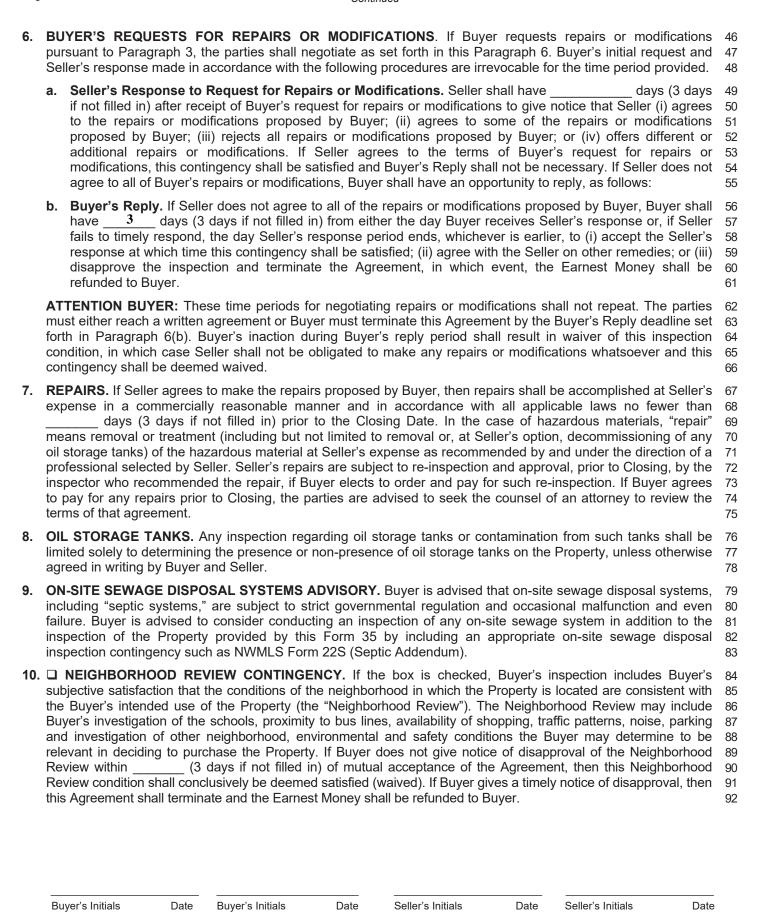
etv	/ee	n _	Buyer	Buyer	("Buye	r")
nd			,	,	("Selle	r")
Iu			Seller	Seller	(66116	' /
no	eri	ning	Address	City	(the "Property	r").
	ins opt Pro pes a p	pection perfect st inservices	CTION CONTINGENCY. To tions of the Property and the and without limitation, the sty, compliance with building a spection, and a soils/stability on licensed under RCW 18.2 duct further inspections of the	his Agreement is conditioned improvements on the Property. structural, mechanical and ger and zoning codes, an inspection inspection. Buyer's general hon 80. Buyer may engage speciali Property.	d on Buyer's subjective satisfaction wir Buyer's inspections may include, at Buyer neral condition of the improvements to the n of the Property for hazardous materials, ne inspection must be performed by Buyer of sts (e.g. plumbers, electricians, roofers, etc.	is ne a or c:.)
				which may include a sewer lin- toilets or other fixtures to access	e video inspection and assessment and ma s the sewer line.	ау
,	cho Pro ins we	YEF pice, perf pect	R'S OBLIGATIONS. All inspe , and (c) completed at Buyer ty without first obtaining Selle tors. Buyer shall restore the	ctions are to be (a) ordered by I 's expense. Buyer shall not alto er's permission. Buyer is solely Property and all improvements er shall be responsible for all d	Buyer, (b) performed by inspectors of Buyer er the Property or any improvements on the responsible for interviewing and selecting a on the Property to the same condition the amages resulting from any inspection of the	ne all ey
,	obl acc wai adc disa pro cre	igate ving litior appr pose dits	ed to make any repairs or mance of this Agreement (the "g this contingency; (b) disappropal inspections; or (d) proportiones the inspection and termines repairs to the property or not for repairs to be performed at	nodifications unless within	be deemed waived and Seller shall not be days (10 days if not filled in) after muture gives notice (a) approving the inspection are ting the Agreement; (c) that Buyer will conduct modifications to the Agreement. If Buyerst Money shall be refunded to Buyer.	al od ct er er or
			CTION REPORT. Buyer shal requests otherwise or as requ		ort, or portions of the report, to Seller, unles	SS
	a.	Se			tion of the inspection report to Seller witho inspection contingency shall conclusively be	
	b.	Se	Iler Consent. The selection	of either checkbox below by Sel	ler shall not be considered a counteroffer.	
			Seller requests that Buyer p	rovide the inspection report to S	eller.	
					, Seller requests that Buyer provide to Seller requested repairs or modifications to the	
,	obt Init will	ain ial li se	further evaluation of any item nspection Period, Buyer provek ek additional inspections. It	by a specialist at Buyer's optionides Seller a copy of the inspect Buyer gives timely notice of	nmends, Buyer shall have additional time in and expense if, on or before the end of the ctor's recommendation and notice that Buyer additional inspections, Buyer shall have the additional inspection(s) as recommended.	ne er ⁄e

Form 35 Inspection Addendum Rev. 3/21 Page 2 of 2

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued



Form 35E Escalation Addendum Rev. 4/21 Page 1 of 2 ©Copyright 2021 Northwest Multiple Listing Service ALL RIGHTS RESERVED

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

		Buyer		Buyer				(D	uyer")
d								("S	eller")
		Seller		Seller					
ncerni	ng _	Address		City		State	Zip	(the "Prop	erty").
rease assu u are	d if S re th caut	Seller receives an nat the Competing tioned to offer no	cluding this Addendu equal or higher offer g Offer used to establ more than you are wi ose the terms of your	from another ish your Purdilling to pay for	buyer (the "Co chase Price wil or the Property	ompeting O l, in all way v. You are f	ffer"). This s, be com urther cau	Addendum parable to y tioned that	does ours.
Net incre	Pric ease			Price of thi		the Net P	rice of thi	s offer sha	all be
			s the stated Purchase any price adjustments	•	•				price
NWN the f days NWN	MLS full P s if no MLS	or similar forms, or Purchase Price to ot filled in) from th Form 22B or equ	Competing Offer must containing all material be paid in cash at clone date of this offer; a uivalent). A Competin cy (i.e. NWMLS Form	terms neces osing; (b) pro nd (c) is not g Offer may	sary for an enf vides for closing contingent on to include other	orceable aging no later the sale of t	reement w than he buyer's	vhich (a) red day s property (i	quires /s (60 .e. no
		R'S ACCEPTANC by this section.	E. The parties shall	use the "Esc	alation Adden	dum Notice	e" (Form 3	5EN) for no	otices
į	t is		quired for Escalation a complete copy of ion provision.						
	i.	acceptance, the in). If Buyer fa Purchase Price (1 day if not fil	o provide an offer to en Buyer may give no ils to timely give suc e calculated by Seller led in) to deliver the er, Buyer shall be ent	otice to Selle th notice, the the If Buyer per the Competing	er of that fact van Buyer shall provides such Offer to Buye	within be obligate notice, Sel er. If Seller	_ days (3 ed to purc ler shall h fails to ti	days if not hase at the ave mely delive	filled new days
b. 1	Noti	ce to Seller – No	on-Qualifying Comp	eting Offer.					
	i.	Addendum, Buy of receipt of t	vided by Seller does yer may deliver notic the Competing Offer deemed to qualify as	e to Seller o r. If Buyer	f that fact with fails to timely	in d y give suc	ays (3 day ch notice,	ys if not fille the offer	ed in) shall
i	ii.	notice of termin	es such notice to Sel nation of this Agreem Buyer. If Seller does	ent. If Selle	r timely gives	such notice	e, the Earr	nest Money	shal

Form 35E Escalation Addendum Rev. 4/21 Pages 2 of 2

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued

4. NEW PURCHASE PRICE.

a.			nula calculates the new Purchaso Price of the Competing Offer is kr	
	Purchase Price of Competing (or the maximum purchase prif it contains an escalation pro	ice of the Competin	\$ g Offer	44 45 46
	Less Credits (if any) to Buyer	in Competing Offer	\$	47
	Plus Credits (if any) to Seller	in Competing Offer	\$	48
	Competing Offer Net Purcha	ase Price	\$	49
	Plus Escalation Amount (this	offer)	\$	50
	Plus Credits (if any) to Buyer	(this offer)	\$	51
	Less Credits (if any) to Seller	(this offer)	\$	52
	New Purchase Price		\$	53
ii	new Purchase Price sta If Buyer provides such notice of termination of shall be refunded to I	ited above shall contice to Seller, Softhis Agreement. Buyer. If Seller de	rchase Price. If Buyer fails to tinclusively be deemed to be correller shall have days (2 of Seller timely provides such roes not timely give notice of notice shall conclusively be dee	ect. 57 days if not filled in) to give 58 notice, the Earnest Money 59 termination, then Buyer's 60
Initials:	BUYER:	_ Date:	SELLER:	Date:

BUYER: _____ Date: ____ Date: ____ Date: ____

Form 35R Inspection Response for Form 35 Rev. 3/21

INSPECTION RESPONSE FOR FORM 35

_	e 1 of 1	:		.41	
		ng is part of the Purchas	e and Sale Agreement da	itea	("Duyor")
Эе	tween _	Buyer	Bu	nyer	("Buyer")
nc	l	Seller	Sa	eller	("Seller")
or	cerning	Address	Cit		(the "Property").
	BUYER		QUEST FOR REPAIRS C	,	
]				spection contingency is satisfied.*	
1		s inspection of the Prope ed to Buyer.*	erty is disapproved and th	ne Agreement is terminated. The Ear	nest Money shall be
3	Buyer (gives notice of an addition		ector's recommendation is attached.	
]				ed as provided in Paragraph 5 of For irs described below or on the attac	
_				ontingency shall be deemed satisfied	
				port to Seller without Seller's prior wingency shall conclusively be deemed	
В	uyer		Date	Buyer	Date
าด	dificatio	ns and/or repairs and		35R and any other addenda or noti reement related to or resulting from ement	
		·		REPAIRS OR MODIFICATION.	
<u> </u>	Seller a	agrees to all of the modific	cations or repairs in Buyer's	s request. The inspection contingency i	
1				nd Buyer's reply, below, is not necessal ribed below or on the attached pages	
•	Sellel C	oners to correct only the	Tollowing conditions desci	nbed below of off the attached pages) .
]		ejects all proposals by B			
]		rejects all proposals by or on the attached pages		e following alternative modifications	or repairs described
	pelow (or on the attached pages	J.		
S	eller		Date	Seller	Date
 I.	BUYER	'S REPLY TO SELLER'	S RESPONSE.		
]	Buyer a	accepts Seller's response	e and agrees to proceed t	to Closing as provided in the Agreem	
]		rejects Seller's respons t Money shall be refunde		the inspection and this Agreemen	t is terminated. The
)				ed alternative proposal for modificat	tion or repair. Buyer
	acknow	ledges that the inspection	on contingency will be wa	aived unless Buyer and Seller reach	written agreement or
			g the inspection and term ncy (NWMLS Form 35).**	ninating the Agreement before the de	eadline in Paragraph
В	uyer		Date	Buyer	Date
	•	tice which requires only one B	uyer's or one Seller's signature.	•	54.0

^{*} This is a notice which requires only one Buyer's or one Seller's signature.
** This is not a notice and requires all Buyer's or Seller's signatures.

Form 36 Counteroffer Addendum Rev. 8/11 Page 1 of 1

COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the off concerning				
Address		City	State Zip	(the "Property")
у,				
nd the undersigned			, as	
re accepted, except for the follow	ving changes.			
The Purchase Price shall be	\$			
Buyer and Seller agree Form 3	35E Escalation Addendum	n, is hereby removed fro	om this contra	ct.
This counteroffer shall expire at unless it is sooner withdrawn. According to be sooner withdrawn. According to be refunded to the state of the second of th	ceptance shall not be eff fice of their broker. If the	ective until a signed co	py is received	
All other terms and conditions o	of the above offer are in	corporated herein by	reference as	though fully set forth.
0		-0:		
Signature	Date	Signature		Date
The above counteroffer is accept	oted.			
Signature	Date	Signature		 Date

Form 35EN Escalation Addendum Notice Rev. 4/21 Page 1 of 1

Seller

ESCALATION ADDENDUM NOTICE

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Date

/een	Buyı	er	("Buyer
Seller	·		("Seller
cerning	Selli	er	(the "Property"
Address	City	State Zip	
ollowing notices are for use w	ith the Escalation Addendur	n (Form 35E).	
BUYER'S NOTICE OF NO with a Competing Offer to es			
Buyer	 Date	Buyer	Date
BUYER'S NOTICE OF NON to escalate the Purchase Pri			
Buyer	Date	Buyer	Date
BUYER'S NOTICE OF NEV calculated by Seller in Parag			
Purchase Price of Compe (or the maximum purchas if it contains an escalation	e price of the Competing Of	\$ fer	
Less Credits (if any) to Bu	uyer in Competing Offer	\$	
Plus Credits (if any) to Se	ller in Competing Offer	\$	
Competing Offer Net Pu	rchase Price	\$	
Plus Escalation Amount (this offer)	\$	
Plus Credits (if any) to Bu	yer (this offer)	\$	
Less Credits (if any) to Se	eller (this offer)	\$	
New Purchase Price		\$	
Buyer	 Date	Buyer	Date
	OMINATION Divisor provide	described 🗩 (bessetter)	ed to escalate the Purchase

Date

Seller

Form 35C Notice of Consent – Inspection Report Rev. 3/21 Page 1 of 1

NOTICE OF SELLER CONSENT INSPECTION REPORT

The fo	llowing i	s part of the Purchase and	d Sale Agreemen	dated			1
betwe						("Buyer")	2
	Вι	uyer		Buyer			
and _						("Seller")	3
	Se	eller		Seller			
conce	rning					(the "Property").	4
	Ac	ddress		City	State Zip		
NOTIC		ELLER CONSENT - INSI					5
		requests that Buyer provious or modifications to the A	•	he portions of the in	spection report rel	ated to the requested	7 8
Se	eller		 Date	Seller		Date	9

Form 35W Inspection Waiver Addendum Rev. 3/21 Page 1 of 1

INSPECTION WAIVER ADDENDUM TO PURCHASE AND SALE AGREEMENT

etw	een							("B	uyer")
	Buyer			Ві	yer				,
nd _								("S	eller")
	Seller			Se	ller				
onc	erning							(the "Prop	erty").
	Address			Ci	у	State	Zip		
. C	limited to, the with building a soils/stabilit the Property i Broker with re	structura and zoning y inspection its prese egard to the	l, mechanical and g codes, an inspe on. Buyer elects t ent condition. Buye	general conction of the owaive the er has not re	d to obtain inspect ndition of the impr Property for haza right to obtain ins lied on representa he suitability of the	ovements or rdous mate pections of tions by Se	on the Properials, a pest the Propert ller, Listing I	erty, compli inspection by and purc Broker, or E	ance , and hase Buyer
. C	inspections o mechanical a codes, an ins This Agreeme to purchase the by Seller, Lis Property for E	f the Prop nd genera pection of ent is not c ne Proper ting Broke Buyer's int	erty and the impro al condition of the the Property for h onditioned on the ty is based on Buy er or Buyer Broke	ovements or improvement azardous magenties of surger's prior in regard	o mutual accept in the Property includes on the Propert aterials, a pest insuch inspections and that I do not the condition provide the inspection	uding, but y, compliar pection, an d Buyer ack Buyer has r of the Prop	not limited to nce with build d a soils/sta nowledges to not relied on perty or the	o, the struction ding and zo bility inspecting that the decorage represental suitability of the structure.	tural, oning otion. cision tions of the
. [ts of Buyer's pre-i e Property describ				
	manner and i the Closing D limited to rem at Seller's ex repairs are si modifications	n accorda late. In the loval or, a bense as lubject to r and/or re rior to Clo	nce with all applice case of hazardo t Seller's option, or recommended by re-inspection and pairs, if Buyer elec	able laws noted that the commission of the commi	shed at Seller's e o fewer than s, "repair" means on oning of any oil sto the direction of a p rior to Closing, by and pay for such r to seek the couns	days (3 removal or orage tanks orofessiona or the inspe- e-inspectio	3 days if not treatment (in s) of the haz I selected by ctor who red n. If Buyer a	filled in) pr ncluding bu ardous ma y Seller. Se commended grees to pa	ior to ut not terial eller's d the ay for
•	systems, incl and even fail	uding "sep ure. Buye	otic systems," are or is advised to co	subject to s onsider con	SORY. Buyer is a trict governmental ducting an inspection continger	regulation tion of any	and occasion on-site sev	onal malfun vage syste	ction m by
-	Buyer's Initials	 Date	Buyer's Initials	 Date	 Seller's Initials		Seller's Initi	als	 Date

Form 90EF Notice for Form 22EF Rev. 3/21 Page 1 of 1

NOTICE OF TERMINATION PURSUANT TO EVIDENCE OF FUNDS ADDENDUM

The following is part of the Pu	urchase and Sale Agreement o	dated	
between			("Buyer")
Buyer		Buyer	
and			("Seller")
Seller		Seller	
concerning			(the "Property").
Address		City State	Zip
SELLER'S NOTICE OF TER	MINATION		
			Paragraph 2 of the Evidence of
			Seller elects to terminate the
Agreement and instructs	the party holding the Earnest	Money to disburse the Earn	est Money to Buyer.
Seller	Date	Seller	Date
			aph 3 of the Evidence of Funds
			cts to terminate the Agreement
and instructs the party no	olding the Earnest Money to dis	spurse the Earnest Money t	J buyer.
Seller	Date	Seller	Date

Form 90 FIRPTA FIRPTA Notice Rev. 3/21 Page 1 of 1

BUYER'S FIRPTA NOTICE

The following is part of the Purch	ase and Sale Agreement da	ated	
petween			("Buyer")
Buyer	Bu	ıyer	
andSeller	Se	eller	("Seller")
concerning			(the "Property").
Address	Cit	ty S	tate Zip
The following notices are for use vorovision in the Purchase and Sa		nd Foreign Investment	in Real Property Tax Act ("FIRPTA")
□ BUYER'S RIGHT TO TERM	INATE NOTICE.		
	ent any time 3 days after de		fication to the Closing Agent. Buyer f Seller does not earlier provide the
Buyer	 Date	Buyer	Date
BUYER'S NOTICE OF TER	MINATION.		
	RTPA certification to the Clo		Buyer gave notice to Seller, that if y terminate this Agreement any time
Seller failed to provide the F Buyer elects to terminate thi			efore, Buyer hereby gives notice that Money.
	 		
Buyer	Date	Buyer	Date

FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the	e following:				
PROPERTY. I am the Seller of real property □ at:	Ü				
Address or ☐ (if no street address) legally described on the a	City ttached.	State	Zip		
CITIZENSHIP STATUS. I ☐ AM ☐ AM NOT a nor foreign trust, foreign estate or other foreign business			gn partnership,		
TAXPAYER I.D. NUMBER. My U.S. taxpayer identification number (e.g. social s	ecurity number) is	ax I.D. number to be provided by	Seller at Closing)		
ADDRESS.	,	,	- 3/		
My home address is					
Address	City	State	Zip		
Under penalties of perjury, I declare that I have examine it is true, correct and complete. I understand that this ("IRS") and that any false statement I have made here	Certification may be	disclosed to the Internal Re	evenue Service		
Seller Da	te Seller		Date		
BUYER CERTIFICATION (Only applicable if Seller	<u>s</u> a non-resident alie	en).			
If Seller <u>is</u> a non-resident alien, and has not obtaine 15% of the amount realized from the sale and p statement below is correct:					
☐ Amount Realized (\$300,000 or less) and Fam am to pay for the property, including liabilities exceed \$300,000; and (b) I certify that I or a property for at least 50% of the time that the twelve month periods following the date of this s	s assumed and all member of my fami property is used by	other consideration to Seily* have definite plans to any person during each	eller, does not reside on the of the first two		
□ Amount Realized (more than \$300,000, but not (a) I certify that the total price that I am to pay consideration to Seller, exceeds \$300,000, but member of my family* have definite plans to reproperty is used by any person during each of sale. If Buyer certifies these statements, then the sale and pay it to the IRS.	for the property, in t does not exceed eside on the proper the first two twelve	ncluding liabilities assumed \$1,000,000; and (b) I cer rty for at least 50% of the month periods following t	d and all other tify that I or a e time that the he date of this		
* (Defined in 11 U.S.C. 267(c)(4). It includes bro	thers, sisters, spous	e, ancestors and lineal de	scendants).		
Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.					
Buyer Da	e Buyer		Date		