

1 COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
2 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
3 (Oregon-Commercial Form)

4 Dated: August 5, 2002

5 BETWEEN: _____ ("Seller")
6 AND: _____ ("Buyer")

7 Buyer agrees to buy and Seller agrees to sell, on the following terms, the real property and all
8 improvements thereon (the "Property") commonly known as

9 _____
10 and _____ located _____ at
11 _____ legally described as
12 follows:

13 FULL AND LEGAL DESCRIPTION TO BE PROVIDED BEFORE CLOSING BY TITLE
14 COMPANY.

15 and Seller will attach a legal description upon receipt and reasonable approval by both
16 parties of the Preliminary Commitment or, if applicable, the Survey.

17 1. Purchase Price.
18 The total purchase price is _____ (\$
19 _____) payable as follows:
20 _____
21 _____
22 _____
23 _____.

24 2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay
25 \$ _____ as earnest money (the "Earnest Money") in the form of cash or
26 check or promissory note. If the Earnest Money is in the form of a promissory note, it is due and
27 payable:
28 upon execution of this Agreement by Buyer and Seller or no later than 5 PM Pacific Time one day
29 after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set
30 forth in this Agreement or other:
31 _____ If the Earnest
32 Money promissory note is not redeemed and paid in full when due, then (i) the Earnest Money promissory
33 note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii) Seller may collect
34 the Earnest Money from Buyer, either pursuant to an action on the promissory note or an action on this
35 Agreement, and (iii) this Agreement shall be of no further force or effect. The Earnest Money shall be
36 deposited with _____ (the "Title Company") at the following branch: MAIN
37 BRANCH _____, COUNTRY _____ CLUB _____ ROAD _____ or other:
38 _____ The
39 Earnest Money shall be applied to the payment of the purchase price for the Property at closing. Any
40 interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The Earnest
41 Money shall be returned to Buyer in the event any condition to Buyer's obligation to purchase the
42 Property shall fail to be satisfied or waived through no fault of Buyer.

1 3. Conditions to Purchase. Buyer's obligation to purchase the Property is
2 conditioned on the following: none and/or

3 _____
4 _____
5 _____ and/or Buyer's approval of the results of its property inspection described in
6 Section 4 below. If Buyer has not given written waiver of these conditions, or stated in writing that these
7 conditions have been satisfied, by written notice given to Seller within _____ days after the
8 Execution Date (defined below), the Agreement shall be terminated, and the Earnest Money shall be
9 promptly returned to Buyer.

10 4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's
11 sole expense and risk, to enter the Property, at reasonable times after reasonable prior notice to Seller
12 and after prior notice to the tenants of the Property as required by the tenants' leases, to conduct
13 inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical,
14 electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands,
15 American with Disabilities Act compliance, and other matters affecting the suitability of the Property for
16 Buyer's intended use and/or otherwise reasonably related to the purchase of the Property. Buyer
17 shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,
18 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and
19 inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive
20 closing or any termination of this Agreement.

21 5. Seller's Documents. Within _____ days after the Execution Date, Seller shall
22 deliver to Buyer, at Buyer's address shown below, legible and complete copies of the following
23 documents and other items relating to the ownership, operation, and maintenance of the Property, to the
24 extent now in existence and to the extent such items are within Seller's possession or control:
25 _____
26 _____
27 _____.

28 6. Title Insurance. Within _____ days after the Execution Date, Seller
29 shall deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Commitment"),
30 together with complete and legible copies of all documents shown therein as exceptions to title, showing
31 the status of Seller's title to the Property. Buyer shall have _____ days after receipt of a copy of the
32 Preliminary Commitment within which to give notice in writing to Seller of any objection to such title or to
33 any liens or encumbrances affecting the Property. Within _____ days after the date of such notice
34 from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-
35 to exceptions. Within _____ days after the date of such notice from Seller, Buyer shall elect
36 whether to purchase the Property subject to the objected-to exceptions which Seller is not willing or able
37 to remove or terminate this Agreement. On or before the Closing Date (defined below), Seller shall
38 remove all exceptions to which Buyer objects and which Seller agrees Seller is willing and able to
39 remove. All remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall
40 be "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall
41 contain no exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an
42 owner's standard form title insurance policy.

43 7. Default; Remedies. If the conditions, if any, to Buyer's obligation to close this transaction
44 are satisfied or waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the
45 purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the
46 event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to
47 pursue any remedies available at law or in equity, including without limitation, the remedy of
48 specific performance.

49 8. Closing of Sale. The sale shall be closed on or before
50 _____ or _____ days after the Execution Date (the "Closing

1 Date") in escrow at the Title Company. The sale shall be "closed" when the document
2 conveying title is recorded and funds are disbursed to Seller. At closing, Buyer and Seller shall deposit
3 with the Title Company all documents and funds required to close the transaction in accordance with the
4 terms of this Agreement. At closing, Seller shall deliver a certification in a form approved by Buyer that
5 Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury
6 Regulations promulgated under the Internal Revenue Code. If Seller is a foreign person and this
7 transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be
8 instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service.
9 At closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed or
10 _____ (the "Deed"). If this Agreement provides for the
11 conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall deposit with
12 the Title Company (or other mutually acceptable escrow) the executed and acknowledged Deed, together
13 with written instructions to deliver such deed to Buyer upon payment in full of the purchase
14 price. At closing, Seller shall pay for and deliver to Buyer a standard form owner's policy of title insurance
15 in the amount of the purchase price insuring fee simple title to the Property in Buyer subject only to the
16 Permitted Exceptions and the standard preprinted exceptions in a standard form policy.

17 9. Closing Costs; Prorates. Seller shall pay the premium for the title insurance policy which
18 Seller is required to deliver pursuant to the above paragraph. Seller and Buyer shall each pay one-half of
19 the escrow fees charged by the Title Company, any excise tax, and any transfer tax. Real property taxes
20 for the tax year in which the transaction is closed, assessments (if a Permitted Exception), personal
21 property taxes, rents on existing tenancies paid for the month of closing, interest on assumed obligations,
22 and utilities shall be prorated as of the Closing Date. Prepaid rents, security deposits, and other
23 unearned refundable deposits regarding the tenancies shall be assigned and delivered to Buyer at
24 closing. The Property does does not qualify for a special tax assessment or deferral program as
25 follows: _____
26 _____
27 _____
28 _____

29 _____ Seller Buyer N/A shall be responsible for payment of all taxes,
30 interest, and penalties, if any, upon removal of the Property from such special assessment or program.

31 10. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to
32 tenancies existing as of the Closing Date, on the Closing Date or
33 _____.

34 11. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are
35 no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the
36 Property ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the
37 Property. Risk of loss or damage to the Property shall be Seller's until closing and Buyer's at and after
38 closing. No agent of Seller nor any agent of Buyer has made any representations regarding the Property.
39 The real estate licensees named in this Agreement have made no representations to any party regarding
40 the condition of the Property, the operations on or income from the Property, or whether the Property or
41 the use thereof complies with Laws. Except for Seller's representations set forth in this Section 11, Buyer
42 shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection
43 and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's obligation to
44 close, and of Seller's right to retain the Earnest Money as of closing, that all of the Seller's
45 representations and warranties stated in this Agreement are materially true and correct on the Closing
46 Date. Seller's representations and warranties stated in this Agreement shall survive closing.

47 12. Personal Property. This sale includes the following personal property:
48 _____ or the personal
49 property located on and used in connection with the Property and owned by Seller which Seller shall
50 itemize in a schedule. Seller shall deliver to Buyer such schedule within _____ days after the
51 Execution Date.

1 18. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of
2 any signed document including this Agreement shall be the same as delivery of an original. At the
3 request of either party, the party delivering a document by facsimile will confirm facsimile transmission by
4 signing and delivering a duplicate original document. This Agreement may be executed in two or more
5 counterparts, each of which shall constitute an original and all of which together shall constitute one and
6 the same Agreement. This Agreement contains the entire agreement and understanding of the parties
7 with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
8 agreements between them with respect thereto. Without limiting the provisions of Section 15 of this
9 Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their
10 respective successors and assigns. The person signing this Agreement on behalf of Buyer and the
11 person signing this Agreement on behalf of Seller each represents, covenants and warrants that such
12 person has full right and authority to enter into this Agreement and to bind the party for whom such
13 person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be
14 recorded unless the parties otherwise agree.

15 19. Addendums; Exhibits. The following named addendums and exhibits are attached to this
16 Agreement and incorporated within this Agreement: none or

17 _____
18 _____
19 _____.

20 20. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on
21 _____ to accept this offer. Acceptance is not effective until a copy of this
22 Agreement which has been signed and dated by Seller is actually received by Buyer. If this offer is not so
23 accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer.

24 21. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the
25 terms and conditions in this Agreement and further agrees to pay a commission in the total amount
26 computed in accordance with the listing agreement or other commission agreement. If there is no written
27 listing agreement or other commission agreement, Seller hereby agrees to pay a commission of
28 _____ percent (____%) of the purchase price or \$_____. The
29 commission is earned as of the date this Agreement is signed by Seller and Buyer. Unless otherwise
30 provided in a separate written agreement, the real estate commission is due on the Closing Date or upon
31 Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained
32 by Seller in accordance with this Agreement, in addition to any other rights the listing agent may have, the
33 listing agent shall be entitled to fifty percent (50%) of the Earnest Money, not to exceed any agreed
34 commission, and Seller hereby assigns to the listing agent such amount.

35 22. Execution Date. The Execution Date is the later of the two dates shown beneath the
36 parties' signatures below.

37 23. Governing Law. This Agreement is made and executed under, and in all respects shall
38 be governed and construed by the laws of the State of Oregon.

39 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO
40 YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
41 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS®
42 PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS
43 DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

44 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY
45 REDLINING, INSERTION MARKS, OR ADDENDA.

46 Buyer: _____ Seller: _____

47

1 By _____
2 Title _____
3 Execution Date _____
4 Time of Execution _____
5 Home Phone _____
6 Office Phone _____
7 _____
8 _____
9 _____
10 Fax No. _____

By _____
Title _____
Execution Date _____
Time of Execution _____
Home Phone _____
Office Phone _____

Fax No. _____