

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:

3 Buyer's Agent(s)*: _____ Oregon License #: _____
4 is/are the agent of (select one): ☐ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

5 Name of Real Estate Firm(s)*: _____ Firm License #: _____

6 Buyer's Agent's Office Address: _____

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

8 Seller's Agent(s)*: _____ Oregon License #: _____

9 is/are the agent of (select one): ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

10 Name of Real Estate Firm(s)*: _____ Firm License #: _____

11 Seller's Agent's Office Address: _____

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

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 disclosed**
14 **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 will become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

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

21 Buyer _____ Print _____ Date _____ ←

22 Buyer _____ Print _____ Date _____ ←

23 Seller _____ Print _____ Date _____ ←

24 Seller _____ Print _____ Date _____ ←

VACANT LAND 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, SELLER AND BUYER ARE**
27 **ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE**
28 **PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR**
29 **ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.**

30 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer _____

31 offers to purchase from Seller _____

32 the following described real property (the "Property") situated in the State of Oregon, County of _____,

33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):

34 _____

35 _____

36 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by
37 Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)

38 for the "Purchase Price" (in U.S. currency) of _____ A \$ _____

39 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ _____

40 on _____, as additional earnest money, the sum of (the "Additional Deposit") C \$ _____

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

42 at Closing and on delivery of the ☐ Deed ☐ Contract, the balance of the Purchase Price..... E \$ _____

43 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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FINANCING

44 **2. BALANCE OF PURCHASE PRICE** (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if
45 an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from
46 loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____
47

- 48 **A. ☐ This is an all cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
49 ☐ Buyer has attached the Verification to this Agreement.
50 ☐ Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
51 ☐ Other (Describe): _____

52 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within
53 _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be
54 objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

55 **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**
56 **Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above,**
57 **unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.**

- 58 **B. ☐ The Balance of the Purchase Price will be financed through one of the following loan programs** (Select only one):
59 ☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);
60 If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
61 ☐ Other (Describe): _____
62 **Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the**
63 **loan program selected above.**

64 **Pre-Approval Letter.**

- 65 ☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
66 ☐ Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;
67 ☐ Other (Describe): _____

68 **3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
69 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
70 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,
71 (4) Other (Describe): _____
72

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

74 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
75 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of
76 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
77 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
78 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
79 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
80 understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms
81 as Seller determines, in Seller's sole discretion.

82 **3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

- 83 (1) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
84 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
85 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 the value
86 of the Property, and (vi) the loan amount sought.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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Vacant Land

87 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled
88 in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of
89 Buyer's signed notice of intent to proceed with the Loan.

90 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
91 fees, to obtain the Loan.

92 (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in
93 Seller's sole discretion.

94 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
95 regarding Buyer's financing and the time of Closing.

96 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18
97 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).

98 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
99 application status.

100 **4. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and
101 trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032
102 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

103 ☐ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or

104 ☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

105 Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing
106 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days (ten [10] if
107 not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the
108 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. **Oregon law requires, unless**
109 **exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent**
110 **is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.**

111 **5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
112 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

113 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
114 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
115 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is
116 anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone
117 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized
118 by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

119 **If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an**
120 **EC as a condition of loan approval. For more information, go to www.fema.gov.**

121 **6. ADDITIONAL FINANCING PROVISIONS** (for example, Closing Costs): _____

122 _____

123 _____

124 _____

CONTINGENCIES

125 **7. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title
126 insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report
127 and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless
128 otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and**

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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Documents 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.

On receipt of the Report and Documents, Buyer will 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 which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 22 (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 any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will 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 7 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the TILA-RESPA Integrated Disclosure ("TRID") rule, there are limitations, regulations, and disclosure requirements on "seller concessions," unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly, unless the terms of this Section 7 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

8. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties 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 Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

☐ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. However, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and availability of utilities.

Buyer will have _____ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will 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 will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that 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 the transaction. Buyer may conduct inspections for informational purposes only.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to this Sale Agreement.

9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☐ No
If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☐ No
If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

10. SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs.

Buyer(s) to check one box below:

☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is signed and accepted by the parties. Buyer **does not waive** the right of revocation provided therein.

☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is signed and accepted by the parties. Buyer expressly **waives** the right of revocation provided therein.

☐ Buyer expressly **waives** the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

CONDITION AND COMPONENTS OF THE PROPERTY

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

(1) The Property is served by and/or connected to (*select all that apply*):

☐ A public sewer system

☐ An on-site sewage system

☐ A public water system

☐ A private well

☐ Other (for example, surface springs, cistern, etc.): _____

(2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

(3) Seller has no notice of any liens or assessments to be levied against the Property.

(4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could detrimentally affect the use, development, or value of the Property.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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- 218 (5) Seller knows of no material defects in or about the Property.
- 219 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 220 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for
221 example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting,
222 livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier
223 agreements, production processing commitments or other similar contracts.
- 224 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 225 (9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial
226 use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions.
227 Buyer should verify compliance with appropriate agency.
- 228 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
229 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
- 230 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
231 previously disclosed material information relating to the Property substantially misleading or incorrect.
- 232 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:
233 _____ (For more exceptions see Addendum _____).

234 **Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor**
235 **in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals,**
236 **where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended**
237 **use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.**

238 **12. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer
239 is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

240 **13. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
241 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE
242 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS
243 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT
244 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
245 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING
246 OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY
247 OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR
248 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
249 FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS
250 195.300, 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,
251 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

252 **14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY:** Is the Property in a planned community, or does it have a
253 Homeowner's Association? ☐ Yes ☐ No ☐ Unknown
254 If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this
255 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a
256 residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

257 **15. ADDITIONAL PROVISIONS:** _____
258 _____
259 _____
260 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

261 **16. ESCROW:** This transaction will be Closed at _____ ("Escrow"), a neutral escrow
262 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the
263 U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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264 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
265 any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay
266 Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real
267 estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation
268 agreement, or other written agreement for compensation.

269 **17. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
270 prorated as of (*select one*): ☐ the Closing Date; ☐ the date Buyer is entitled to possession.

271 **18. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
272 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.
273 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
274 parties agree otherwise in writing.

275 **19. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the
276 handling of the Deposit.

277 The Deposit will be payable and deposited within ____ (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows (*select*
278 *all that apply*):

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

283 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance
284 with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this
285 Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

286 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than
287 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

288 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): _____
289 _____

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

292 **20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
293 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
294 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
295 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

296 **20.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish
297 marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has
298 made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
299 refund will not constitute a waiver of other legal remedies available to Buyer.

300 **20.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
301 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
302 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
303 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
304 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
305 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
306 a binding liquidated sum, not a penalty.

307 **The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited**
308 **to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed**
309 **to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.**

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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310 **21.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before _____ (the "Closing Deadline"). Buyer and
 311 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 date.

312 **Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.**

313 **21.2 THE CLOSING DISCLOSURE:** Pursuant to TRID (defined in Section 7 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
 314 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
 315 (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
 316 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
 317 **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

318 **21.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
 319 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
 320 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
 321 **Escrow prior to Closing.**

322 **22. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
 323 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
 324 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
 325 accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33
 326 (Offer to Purchase) below regarding forms of co-ownership.

327 **23. POSSESSION:** Possession of the Property will be delivered by Seller to Buyer (*select one*):

- 328 ☐ by 5:00 p.m. on the date of Closing;
 329 ☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;
 330 ☐ by _____ ☐ a.m. ☐ p.m. on (*insert date*) _____;

331 Seller will remove all of Seller's personal property (including trash), prior to Closing.

TAXES

332 **24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
 333 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering
 334 any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

335 **24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold
 336 a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A
 337 "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

338 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the
 339 parties with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default
 340 under this Agreement.

341 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided
 342 by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a
 343 foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a
 344 Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

345 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either
 346 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the
 347 parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will
 348 be extended by five (5) Business Days to accommodate the move.

349 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
 350 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
 351 related law and regulations. For further information, see www.irs.gov.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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352 **25. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
353 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
354 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
355 the Closing of this transaction.

356 **26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*): ☐ is ☐ is not specially assessed for property taxes (for example, farm,
357 forest, 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
358 to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the
359 Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in
360 this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the
361 Property, and will hold Seller completely harmless therefrom.

362 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
363 its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing,
364 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;
365 or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against
366 the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
367 damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

368 **27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of 1978
369 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings
370 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this
371 requirement.

DEFINITIONS/MISCELLANEOUS

372 **28. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

373 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.

374 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
375 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

376 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

377 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.

378 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

379 **Effective Date** means the date when this Agreement has been Signed and Delivered.

380 **Firm** means the real estate company with which an Agent is affiliated.

381 **Notice** means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).

382 **Notify** means delivering a Notice to the other party or their Agent.

383 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or
384 their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is
385 "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this
386 Agreement.

387 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
388 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
389 devices.

29. MISCELLANEOUS:

391 (1) **TIME.** Time is of the essence of this Agreement.

392 (2) **NOTICES.** Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this
393 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer
394 or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with
395 their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or
396 other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed
397 delivered as of the earliest of:

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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(a) the date and time the Notice is sent by email or fax;

(b) 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 posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

30. 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 (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a lis pendens.

By consenting to the provisions in this Agreement, 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 Claims.

31. EXCLUSIONS: The following will 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 Code of Ethics & Professional Standards Policies 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; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

32.1 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 will 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 will 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.

32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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through the Agent's REALTOR® organization, then all Claims will 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 in this Agreement will 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 will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will 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) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

33. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or 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 will be prepared in the name of _____

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 will automatically expire on *(insert date)* _____ at _____ 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 _____ Date _____ a.m. _____ p.m. ←

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

This offer was transmitted to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m.
by _____ (Agent(s) presenting offer).

34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS: 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 that Seller has not relied on any oral or written statement made by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

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

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

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

35. SELLER'S REJECTION/COUNTEROFFER (select only one):

☐ Seller does not accept the above offer, but makes the attached counteroffer.

☐ Seller rejects Buyer's offer.

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

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

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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