

Title: Order No.: _____

XXX Pacific Alliance Title
311 North 4th Street, Suite 102
Yakima, Washington 98901
509/ 225-6809
Title Representative: Tom Daily
Email: TDaily@PacificAllianceTitle.com

_____ Valley Title Guarantee
502 North 2nd Street
Yakima, Washington 98901
509/ 248-4442
Title Representative: _____
Email: _____

_____ First American Title Insurance Company
4710 Summitview Avenue, Suite 204
Yakima, Washington 98908
509/ 248-7550
Title Representative: _____
Email: _____

_____ Kittitas Title and Escrow
208 West Ninth Street, Suite 6
Ellensburg, Washington 98926
509/ 933-4324
Title Representative: _____
Email: _____

_____ _____
_____, Washington _____

Title Representative: _____
Email: _____

1. Parties and Role of Trustee. Buyer agrees to purchase the Subject Property (hereafter “Subject Property” or “Property”), and Seller agrees to sell the same to Buyer, all upon the following terms and conditions. Seller is a bankruptcy estate acting by and through the duly appointed Chapter 7 Trustee. The Trustee is acting for and on behalf of the Seller as a bankruptcy estate only, and shall have no personal responsibility or liability of any kind or nature arising out of, related to, or otherwise pertaining to any actions, omissions, or transactions concerning the Agreement or the Subject Property.

2. Subject Property. The “Subject Property” or “Property” consists of the within-described real estate, together with all buildings, structures, improvements, mobile homes, and appurtenances pertaining thereto except as otherwise expressly provided herein or in any duly signed addendum hereto.

3. ~~na [Check if Applicable] Buyer’s Premium/Carve Out (if applicable). Buyer agrees to pay the Buyer’s Premium/Carve Out, as more fully set out above in this Agreement, in cash at Closing as a Buyer’s premium to the bankruptcy estate. This fee must be paid in full at Closing and will appear on the Closing settlement statement as “Buyer Bankruptcy Fee.”~~

Buyer Initials

Seller Initials

Date:

Date:

4. Disclosure Statements – No Representations or Warranties. Seller has no personal knowledge regarding the Subject Property. Seller is a bankruptcy estate acting by and through its duly appointed Trustee and is exempt from providing a real property transfer disclosure statement. No such statement will be provided. There are no representations or warranties regarding the Subject Property or its condition. All sales are “AS IS, WHERE IS” and without any representation or warranty of any kind, express or implied.

5. Earnest Money Forfeiture. In the event the Buyer fails, without legal excuse, to complete the purchase of the Subject Property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the Subject Property consists of a single occupancy residential dwelling intended for occupancy by Buyer and the earnest money deposit is greater than five percent (5%) of the Purchase Price (and Buyer’s Premium/Carve Out, if applicable), only that portion of the earnest money deposit equal to five percent (5%) of the Purchase Price (and Buyer’s Premium/Carve Out, if applicable) shall be forfeited to the Seller. By Buyer’s initials below, Buyer specifically acknowledges that Buyer has read, understands, approves, and agrees to the preceding provision regarding forfeiture of the earnest money deposit:

Buyer Initials: _____ Buyer Initials: _____
Date: _____ Date: _____

6. Financing. This offer is not conditioned upon Buyer obtaining financing unless the following items are marked and completed.

NO FINANCING CONDITIONS ~~This offer is conditioned on Buyer obtaining the following financing prior to Closing:~~

_____ Conventional Loan _____ FHA Loan _____ VA Loan
_____ USDA Loan _____ Other: _____

~~Buyer requests that Seller pay up to \$ _____ [\$ 0 of not filled in] in allowable loan and/or closing costs (subject to lienholder approval). Seller will not be responsible for any loan or closing costs unless agreed to upon mutual acceptance, except (1) such portion of Buyer’s costs that Buyer is prohibited from paying pursuant to applicable FHA regulations; and (2) if this sale is financed by a VA loan, the Seller agrees to pay those closing costs Buyer is prohibited from paying pursuant to applicable VA regulations. Buyer agrees to pay ___ % [5% if not filled in] down, and to make an application, in good faith, within seven (7) days after Seller’s approval of this Agreement for a market rate loan to pay the balance of the purchase price required under this Agreement. If application is not made within such seven (7) days, Seller may retain the earnest money deposit and terminate this Agreement. If Buyer has not within thirty (30) days after initially signing this Agreement given notice to Seller that Buyer has obtained financing, or waived the financing condition, then Seller may terminate this Agreement and retain the earnest money deposit to the extent of Seller’s out-of-pocket costs and expenses; the remaining portion of the earnest money deposit shall be returned to Buyer.~~

7. Proof of Funds. Buyer represents that Buyer possesses sufficient funds to close the transactions described in this Agreement in accordance with the terms hereof and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.

Buyer Initials

Seller Initials

Date:

Date:

Buyer shall provide Seller with true, correct and complete copies of such documents as Seller may reasonably require to demonstrate, to Seller's discretionary satisfaction, that Buyer has immediately available funds in an amount necessary for Buyer to close the transactions described herein, including Purchase Price, Buyer's Premium/Carve-Out (if any), and closing costs. In the event Buyer fails to provide proof of funds necessary to close within forty-eight (48) hours of Seller's acceptance, then the Agreement may be terminated by notice from Seller to Buyer or to Buyer's agent and Seller may retain the earnest money deposit and terminate this Agreement.

8. ~~na [Check if Applicable] Short Sale Disclosure. If this sale is a short sale, it is contingent upon Seller obtaining written consent from the lienholders within sixty (60) days of mutual execution of this Agreement. Seller shall notify Buyer of lienholder approval by providing Buyer a copy of the lienholder approval letter(s). If Seller fails to reach agreement with any lienholder, this Agreement shall terminate, and the earnest money deposit will be refunded to Buyer as provided elsewhere in the Agreement.~~

9. ~~Short Sale Buyer Acknowledgements. If this is a short sale, Buyer acknowledges that lienholders on the Subject Property may have additional addendums, closing conditions, and clauses that will be integrated into this Agreement. Buyer agrees to return all lienholder required documents within two (2) calendar days of receipt. If Buyer fails to return required documents, the Agreement may be cancelled by the Seller and the earnest money may be retained by the Seller to the extent of Seller's out-of-pocket costs and expenses; the balance of the earnest money deposit shall be returned to the Buyer as provided elsewhere in this Agreement. Buyer further acknowledges that costs and prorations of sale proceeds for items such as septic inspection and pumping, well certifications, HOA liens, utility liens, and appraisal required repairs may not be agreed to by Seller or lienholders. Buyer agrees to pay for all such costs not agreed to by Seller or lienholders in order to close. These items are subject to Buyer review, and Buyer may terminate the Agreement if such costs or items are deemed too costly, and in that case the earnest money deposit shall be returned to the Buyer as provided elsewhere in the Agreement.~~

10. ~~Court Approval Required. All purchase and sale agreements are subject to approval and order of the United States Bankruptcy Court, and there cannot be mutual acceptance of this Agreement until final approval is granted by the Court. Seller will apply to the Bankruptcy Court for approval of the sale as set forth herein as soon as reasonably practicable. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the Trustee receives a better offer on the Property prior to the time an order approving the sale to Buyer becomes final, the Trustee may accept such offer contingent upon approval by the Bankruptcy Court and request that the Court enter an order approving the acceptance the better offer. This clause is an explanation of the law and removal of this clause from the Agreement will not change the law. The Trustee agrees, however, to follow the procedure set forth in the next paragraph allowing Buyer an opportunity to respond to any such competing offer.~~

11. ~~Competing Bids. If no other accepted offers for the Subject Property are pending at the time Seller accepts this offer, and if Seller thereafter receives another offer for the Subject Property, Seller, subject to Court approval, agrees that the Buyer may match the proposed purchase price of said initial third party offer as described in this paragraph. In order to bring this paragraph into effect, Buyer must notify the Seller of Buyer's/Purchaser's intent to match the third party's offer within forty-eight (48) hours of receipt by Buyer or Buyer's agent of written notice of the third~~

Buyer Initials

Seller Initials

Date:

Date:

~~party's offer. Buyer's notice to Seller shall be in writing and state that the Buyer agrees to meet or exceed the third party's Purchase Price, Buyer's Premium/Carve-Out (if any), and all other terms. Thereafter, Seller may sell the Subject Property to the person offering the greatest Purchase Price and Buyer's Premium/Care Out (if any). Following Buyer's initial right to match a third party's offer, all price increases must (1) be in increments of not less than the greater of a) \$3,000.00 or b) one percent of the latest offer acceptable to Seller; and (2) include a corresponding, pro-rata increase to the Buyer's Premium/Carve-Out (if any). If an offer is received within twenty-four (24) hours of the court hearing date (if any), the Court may have proposed purchasers submit in writing their last, highest, and best offers at or following the hearing to approve the sale.~~

~~12. — Resale Certificate. If the Subject Property is a condominium, Buyer shall purchase a resale certificate within ten (10) days after written lienholder approval. Buyer shall be conclusively deemed to have approved said resale certificate unless within fifteen (15) days following lienholder approval, Buyer gives notice of disapproval of the resale certificate. If the Buyer disapproves said resale certification, this Agreement shall terminate, Seller may retain the earnest money deposit to the extent of Seller's out-of-pocket costs and expenses, and the balance of the earnest money shall be refunded to Buyer as provided herein.~~

~~13. — Inspections. Buyer has fifteen (15) days from the date of Seller's signing of this Agreement to inspect the Subject Property. Buyer's inspection rights shall be deemed satisfied and waived unless Buyer provides Seller with a written notice of termination prior to 4:00 pm on the fifteenth (15th) day following Seller's signature of this Agreement. Effective upon the expiration, waiver, satisfaction, or other discharge of Buyer's inspection rights, Buyer acknowledges that Buyer has/will have completed to its full satisfaction all inspections and feasibility inquiries Buyer desires to make and hereby waives any further inspections and/or analysis. Buyer further represents and warrants that Buyer will make no claim against Seller, including the Trustee or the bankruptcy estate, or against any of Seller's agents or representatives arising out of or related to (a) the Subject Property; (b) any condition, defect, or representation concerning the Subject Property; or (c) any aspect of the transactions described herein other than a breach by Seller of an express term of this Agreement.~~

14. Acceptance of Subject Property. Buyer agrees to accept the Subject Property, together with any and all other property and rights obtained from Seller, "as is-where is." In consideration of the negotiated purchase price, Buyer agrees that upon Closing, Buyer forever releases and waives any and all causes of action against Seller (including the Trustee and the bankruptcy estate), its agents and all other persons or companies acting on behalf of the Seller, including, but not limited to causes of action for: breach of contract, fraud, misrepresentation and/or concealment, whether intentional, reckless, negligent, or otherwise, with regard to the Subject Property and any and all defects or conditions arising out of, relating to, or otherwise pertaining said Subject Property. Said defects or conditions may include, but are not limited to: (a) the habitability or suitability of the Subject Property for Buyer's intended or any other use whatsoever; (b) the presence or absence of asbestos, mold, or other hazardous or toxic substances; (c) the presence or absence of lead-based paint; (d) compliance or non-compliance with any applicable ownership, building, zoning, use, environmental, occupancy, fire or housing code provisions, governmental laws or regulations, covenants, restrictions or permits; (e) the location of the Subject Property's boundaries and the presence or absence of encroachments; (f) the presence, availability, accessibility, or unavailability of water (whether by public water main or other water right), public sewer main, or other utilities,

Buyer Initials

Seller Initials

Date:

Date:

and the condition thereof and the access thereto; (g) the presence, absence, condition, accessibility, legality, suitability, or potentiality of or for any well or septic system, and the compliance thereof with applicable requirements; (h) the presence or absence of underground heating oil tanks or the presence or absence of any petroleum-based or other contaminants of any kind; (i) any size, dimension, or square footage of the Subject Property; (j) defects or conditions of or pertaining to any aspect of the Subject Property, including structures, improvements, foundation, roof, sink holes, ground, surface, subsurface, airspace, dry rot, plumbing, heating, ventilation, drainage, and electrical systems; (k) adverse possession and prescriptive easement claims concerning the Subject Property; and (l) any other matter concerning or relating to the Subject Property or its condition.

15. Disclaimer of Representations and Warranties. Seller is a bankruptcy estate and its representative is a bankruptcy trustee, neither of which have any personal knowledge regarding the Subject Property. Thus, neither Seller or Trustee makes any representation or warranty concerning or with respect to: (a) the dimensions, size or acreage of the Property; (b) the condition of the Subject Property or any buildings, structures, components or improvements thereon or the suitability of the premises for habitation or any intended or other use whatsoever; (c) the applicability, compliance or non-compliance with any building, zoning, occupancy, or fire laws, regulations, or permits; (d) the availability or existence of any water rights, water service or availability, wells, sewer or other utilities, or utility rights, or access to any water or public or private sanitary sewer system; (e) the existence or non-existence of any easements; (f) rights to tide lands; (g) the presence or existence of any hazardous materials in, on, or about the Subject Property; or (h) rights to private roads and access to public roads. Buyer is solely responsible for, and assumes all risk, cost and expense of satisfying itself of all such matters, including without limitation environmental, hazardous materials, and other conditions of the Subject Property. No broker or any other person is authorized to make any representations or warranties on behalf of Seller or Trustee other than representations and warranties that are specifically authorized by Seller in writing.

16. Return of Earnest Money to Buyer. Buyer's earnest money deposit is non-refundable in all cases. ~~—Withholding for Costs.—Any time the earnest money deposit is called to be refunded or returned to the Buyer, notwithstanding the right to the return of said funds, Seller shall be entitled to be reimbursed from such earnest money (or otherwise), the costs and expenses paid or incurred by Seller in the ordinary course of moving the transaction(s) described in this Agreement forward toward Closing, including any and all title examination, commitment, or cancellation costs or fees, and any court and filing fees and costs paid or advanced, (including notice filing and service costs and fees).~~

17. Indemnity. Buyer and Buyer's assigns, if any, shall indemnify, defend, and hold Seller (including the bankruptcy estate and Trustee Matthew J. Anderton, personally and individually, and as Chapter 7 Trustee), harmless from and against any claim, cost, expense or damage, including attorney's fees, arising out of or related to any act, event, discharge, release, condition or defect of, on or about the Property, including hazardous materials, that may occur, arise or be asserted by any person or government entity, on or after the date Closing. The Seller and Matthew J. Anderton are the intended beneficiaries of this provision and either or both of them shall have the right jointly or severally to pursue, enforce, and/or compel performance of the foregoing indemnity obligation without the requirement of posting any bond.

Buyer Initials

Seller Initials

Date:

Date:

18. Personal Property. Seller is a bankruptcy estate acting by and through its Trustee and has no knowledge of whether there is any leased personal property included, present upon or about, situated on, affixed to, or otherwise attending the Subject Property. Buyer shall be solely responsible to make appropriate investigations to determine the presence or existence of any leased property, and any such property is specifically excluded from the transactions described in this Agreement. Furthermore, the Debtor(s) may claim to own and/or exempt certain personal property on the premises, such as appliances, fixtures, drapers, curtains. Any such personal property is similarly not included in the transactions described in this Agreement.

19. Hazardous Waste. Seller is a bankruptcy estate acting by and through its Trustee and has no knowledge of whether any hazardous waste is on the Subject Property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation, or ordinance with respect to the Subject Property. Buyer understands, covenants, represents, warrants and agrees that any knowledge about the condition of the Subject Property obtained by Buyer obtained from third persons, including without limitation the Seller's real estate agent, Debtor(s), Debtor's employees or agents, or any other person or entity shall not be imputed to the Seller, Trustee, or bankruptcy estate. Buyer hereby assumes all risk of loss, cost, and expense arising out of or related to the presence (or alleged presence) of hazardous waste and/or the environmental condition of the Subject Property. Buyer hereby waives any and all rights of contribution, indemnity, and/or reimbursement with regard to any and all actual, alleged, or suspected defects and conditions, including but not limited to hazardous waste and environmental conditions.

20. Sale Information. After approval by the United States Bankruptcy Court, selling agent is authorized to report the transaction described in this Agreement (including price and terms) to the multiple listing association of which it is a member and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies, and other parties related to this sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents, concerning the status, progress, and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including Buyer's credit report.

21. Earnest Money Receipt and Disbursement. Selling Agent acknowledges receipt from the Buyer of the earnest money deposit as set forth above in the form indicated to be held in Closing Agent's pooled trust account (with interest paid to the Washington Housing Fund or such other relevant fund in accordance with applicable law). Closing Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. ~~Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, escrow cancellation fees, bankruptcy notice filing and service costs and fees, may be paid from the earnest money deposit prior to its disbursement to Buyer.~~

22. Seller Conditions. This Agreement is subject to approval by the Bankruptcy Court. The Seller and its Trustee do not always have access to title report or other information with respect to the financial or tax consequences of a sale when a purchase offer is made. Accordingly, this Agreement is conditioned on (1) the Trustee obtaining an opinion from an accountant or tax advisor that the proposed sale will not result in adverse tax consequences; and (2) if the Trustee in the Trustee's sole discretion deems it appropriate, the Court authorizing an award to the bankruptcy

Buyer Initials

Seller Initials

Date:

Date:

estate of reasonable fees and expenses pursuant to 11 U.S. S. Section 506(c) if there are liens against the property.

23. Assignment. This Agreement may not be assigned by either party without the express written approval of all other parties, which consent may be granted, delayed, or withheld in the discretion of each party.

24. Lead Paint. Many used homes, especially those constructed before 1978, contain lead paint. Lead paint is poisonous, especially for children. Seller has no knowledge with respect to the presence or absence of lead paint in the Subject Property. Buyer shall undertake such investigation as Buyer deems prudent in the circumstances. Buyer shall conduct an initial inspection for the presence of lead paint within seven (7) days of the date of mutual signing of this Agreement. However, provided that if the Buyer (i) obtains specimens for analysis within the original seven (7) day period, (ii) delivers them to a laboratory within the original seven (7) day period, and (iii) delivers written notice to the Seller within the original seven (7) day period, then Buyer may have an additional ten (10) days to obtain the results of the laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to a laboratory, and provide the Seller with notice within seven (7) days of initial signing, this contingency will be deemed waived on the close of business seven (7) days from initial signing. Unless Buyer notifies Seller within such additional ten (10) day period that the Subject Property is not acceptable due to the presence of unsafe levels of lead paint, then this contingency will be deemed waived.

25. Agency Disclosure. Seller acknowledges receipt of the pamphlet entitled The Law of Real Estate Agency. The listing licensee in this transaction represents the Seller. The selling licensee represents:

_____ Seller XXX Buyer _____ Neither _____ Both

26. Binding Effect. This Agreement shall be binding upon the parties and their respective heirs, successors and assigns according to the terms set forth herein.

27. Attorney's Fees and Costs. Except as otherwise provided herein with regard to Buyer's indemnity obligations, each party to this Agreement shall bear its own costs and fees, including court costs and attorney's fees, arising out of or related to any action to enforce any term of the Agreement or to remedy any default or alleged thereof.

28. Jurisdiction and Venue. Original jurisdiction and exclusive venue for any dispute or action arising out of or related to the Agreement shall rest with the United States Bankruptcy Court for the Eastern District of Washington.

29. Section 1031 Tax Deferred Exchange. It is hereby acknowledged by the parties that one of the parties may use the purchase and sale of the Subject Property as part of a tax-deferred like kind exchange as allowed under section 1031 of the Internal Revenue Code. The parties agree to assist each other in the completion of such exchange by cooperating with each other by signing any and all relevant documents, provided that the party not doing the exchange shall not incur any liabilities, costs, fees or taxes in excess of those which that party would have incurred had the transaction not been in exchange.

Buyer Initials

Seller Initials

Date:

Date:

30. Conveyance and Condition of Title. Conveyance of the fee title to the real estate component of the Subject Property shall be by Special Trustee's Deed without warranties. If applicable, title to any personal property shall be by bill of sale without any warranties. Unless otherwise specified in this Agreement, title to the Subject Property at Closing will be marketable. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record, general to the area, or visible from physical inspection, including but not limited to zoning, easements, and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property, reserved or granted mineral, oil, sunlight, visual, or airspace rights. Monetary encumbrances not assumed by the Buyer shall be removed from the title by Seller on or before Closing. If for any reason Seller is unable to transfer marketable title to Buyer and Buyer does not elect to waive such matters, then this Agreement is null and void, and the earnest money deposit shall be returned to Buyer. Seller hereby authorizes Closing Agent to request and obtain balance, payoff and satisfaction information, documents and records from the holder(s) of all monetary encumbrances to be discharged by Seller at Closing.

31. Possession. Except as otherwise agreed in writing, Buyer shall be entitled to physical possession of the Subject Property on the date of Closing. Buyer shall be responsible for the cost, risk and expense of removing any personal property or occupant(s) present on the Subject Property.

32. Closing, Escrow and Closing Costs; Prorates. Closing shall occur at the Title company referenced on the first page of this Agreement, who shall act as the escrow/Closing agent, unless the parties agree in writing otherwise. "Closing" shall mean the date on which all documents are recorded, and the net sales proceeds are available for disbursement to Seller. Buyer and Seller shall deposit, when notified and without delay, in escrow with the Closing Agent, all instruments, monies, and other documents reasonably required to complete the Closing of the transaction in accordance with the terms of this Agreement. If all or part of the Subject Property is presently specially classified for real estate tax purposes, Buyer agrees to execute and deliver any and all documents, acknowledgements, consents, and the like as may be required to continue such classification as of an after Closing. Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at Closing all customary and usual Closing costs and fees. Buyer shall pay the real estate excise tax incurred as a result of the sale, the cost of recording releases of financial encumbrances on the Subject Property, the cost of owner's title insurance for the Subject Property, and all of the escrow and closing costs and fees. Buyer shall pay for fuel in any storage tanks, the cost of homeowner or extended title insurance selected by Buyer, all deed preparation and recording fees, all applicable sales, use and excise taxes applicable to personal property (if any), and any and all assessments arising out of or related to the removal or change of the classification of all or part of the Subject Property (including special or agriculture use or open space). Ad valorem property taxes and assessments, utilities, water, irrigation, and similar items shall be prorated to the Seller and Buyer as of the date of Closing on the basis of a 365-day year. In the event this transaction fails to close, Buyer shall be responsible for any title examination and/or cancellation fees.

33. FIRPTA Compliance. The Closing agent is instructed to prepare a certification that the Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. The Seller agrees to sign this certification. If the Seller is a foreign person and this transaction

Buyer Initials

Seller Initials

Date:

Date:

is not exempt from FIRPTA, Closing agent is instructed to withhold from the Seller's funds, and pay to the Internal Revenue Service, the appropriate amount required under FIRPTA.

34. Casualty Loss. If, prior to Closing, the Subject Property or improvements thereon are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement and, in such event, shall be entitled to a return of the earnest money deposit. In the alternative, Buyer may elect to close the transaction as provided for herein. In no circumstance shall Seller be obligated to restore the Subject Property to its condition existing prior to the fire or other casualty.

35. Computation of Time. Unless otherwise specified herein, any periods of time referenced in this Agreement shall expire at 4:00 pm Pacific Time of the last calendar day of the specified time period.

36. Notices. Any notice required or given under this Agreement must be written. Receipt of any notice shall be deemed to have occurred three (3) days after the post-mark date on any notice delivered by the United States Postal Service or the date the notice is actually received, whichever is earlier.

37. Commission. A real estate commission will be paid at Closing in accordance with the listing agreement and pursuant to an order of the Bankruptcy Court.

38. Integration. This Agreement constitutes the full understanding of the Seller and Buyer and there are no verbal agreements or understandings that modify this Agreement. Any other offers, purchase and sale agreements, or the like are merged into this Agreement and the terms of this Agreement constitute the exclusive expression of the agreement of the Parties.

39. Time is of the Essence. Time is of the essence with regard to all terms and conditions of this Agreement.

40. Counterparts and Writings. This Agreement may be signed in one or more counterparts, and once signed by all parties, the several counterparts, taken together, shall constitute a single signed document. Signatures on any one or more such counterparts may be fixed or communicated by facsimile or other electronic recording or transmission, including e-mailing, and delivery of any signed record of such Agreement shall be the same as delivery of an original. The Parties agree to execute and to deliver all such further writings, deeds, conveyances, and other documents as may be reasonably requested by the other Party to consummate and/or evidence the transactions described in this Agreement.

41. Survival. All terms of this Agreement which are not performed or waived at Closing shall survive Closing. These terms shall include, but not be limited to, representations, warranties, and covenants, together with all attorney's fees and costs, disclaimers, repairs, rents and utilities.

~~42. Buyer's Title Contingency. This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with any easements, covenants, conditions and restrictions of record. Buyer shall have three (3) business days from the earlier of Buyer's receipt or buyer's agent's receipt of the preliminary commitment for title insurance to give notice of Buyer's~~

~~disapproval of exceptions contained in the preliminary commitment. Seller shall have five (5) business days after receipt of Buyer's notice of disapproval to give Buyer notice of Seller's intention to clear all disapproved exceptions. Seller shall have until the Closing to clear all disapproved exceptions. Buyer accepts any matter disclosed in the preliminary commitment except as noted in a timely given notice of disapproval. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within three (3) days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the earnest money deposit shall be returned to Buyer. If Buyer does not timely terminate this Agreement, Buyer shall be deemed to have waived all objections to title which Seller did not agree to clear. If supplemental title reports disclose new exceptions to the title commitment, then the above time periods and procedures shall apply to the date of of Buyer's receipt of the supplemental title report. Closing shall be deemed extended to accomplish the foregoing times for notices.~~

24. Offer to Purchase and Time Limit for Acceptance. Buyer offers to purchase the Subject Property on the terms and conditions noted herein and acknowledges that Buyer has read all terms and conditions included in this Agreement. The initial signing of this Agreement is not effective until a fully-signed copy is actually received by the Selling Agent. If this offer is not so signed, it shall lapse and Selling Agent shall refund the earnest money deposit to Buyer. Seller shall have until 4:00 p.m. local time on the expiration date specified below to approve this offer by delivering a signed copy hereof to Buyer or Buyer's agent. If this offer is not so approved, this Agreement shall lapse and Buyer shall be entitled to a refund of the earnest money previously paid by Buyer.

Offer Expiration Date: _____

IN WITNESS WHEREOF, This Agreement is executed as of the date first written above.

BUYER

Print Name

Print Name

Signature
Date: _____

Signature
Date: _____

Seller's Approval. Seller hereby approves of the offer subject to and according to the terms hereof.

SELLER

The Bankruptcy Estate of

SYTSMA, Dorothy C., Debtor(s)

Case No.: 18-00544-FLK7

By and Through Matthew J. Anderton

Solely in His Capacity as Chapter 7 Trustee

Date: _____

By: Matthew J. Anderton, Trustee

Exhibit A

DESCRIPTION OF SUBJECT PROPERTY

Legal Descriptions and Parcel Numbers - Farmland

Parcel D: The Northeast ¼ of the Northeast ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-11001)

Parcel E: The West half of the Northeast ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-12001)

Parcel F: The Southeast ¼ of the Northeast ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-14001)

Parcel G: The Northeast ¼ of the Northwest ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-21002)

Parcel H Government Lot 1 (Being the Northwest ¼ of the Northwest ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-22002)

Parcel I Government Lot 2 (Being the Southwest ¼ of the Northwest ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-23001)

Parcel J: The Southeast ¼ of the Northwest ¼ of Section 31, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181031-24001)

Parcel K: The West half of the Northwest ¼ of Section 32, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington;
EXCEPT roads (181032-21001)

Buyer Initials

Seller Initials

Date:

Date:

Parcel L: The East half of the Northwest ¼ of Section 32, Township 10 North, Range 18, East, W.M., records of Yakima County, Washington; EXCEPT roads (181032-22001)

Subject to Verification

Buyer Initials

Date:

Seller Initials

Date: