

Form 25
Vacant Land Purchase & Sale
Rev. 07/10
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VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

- Date: 9-9-2010 MLS No.: N/A
- Buyer: Troy E. Hansen and/or assigns
- Seller: _____
- Property: Tax Parcel No(s): 755740006-8, 132049132-07, 132049130-09 King County)
Street Address: _____ Washington _____
Legal Description: Attached as Exhibit A.
- Purchase Price: \$ 475,000 600,000
- Earnest Money: (To be held by Selling Firm; Closing Agent)
Personal Check: \$ 20,000 ; Note: \$ _____ ; Other (_____): \$ _____
- Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- Disclosures in Form 17 or 17C: Buyer will; will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 or 17C
- Title Insurance Company: Chicago Title
- Closing Agent: a qualified closing agent of Buyer's choice; Chicago Title
- Closing Date: 11/1/2010
- Possession Date: on Closing; Other _____
- Offer Expiration Date: 9/10/2010
- Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
- Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
- Subdivision: The Property: must be subdivided before _____; is not required to be subdivided
- Feasibility Contingency Expiration Date: 30 days after mutual acceptance; Other _____
- Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
- Addenda: CEB 22NF

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9/17/10
RV

Buyer's Signature _____ Date 9-9-10

Buyer's Signature _____ Date _____

Buyer's Address _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Selling Firm Wundermare MLS Office No. 5285

Selling Firm's Assumed Name (if applicable) _____

Selling Broker (Print) David Eastern MLS LAG No. 64445

Phone No. 425 941 1199 Firm Fax No. 206 428 7111

Selling Broker's E-mail Address deastern@wundermare.com

Seller's Signature [Signature] Date 9/17/10

Seller's Signature [Signature] Date 9/17/10

Seller's Address _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Seller's E-mail Address _____

Listing Firm _____ MLS Office No. _____

Listing Firm's Assumed Name (if applicable) _____

Listing Broker (Print) _____ MLS LAG No. _____

Phone No. _____ Firm Fax No. _____

Listing Broker's E-mail Address _____

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- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1-5
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of mutual acceptance. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. 6-11
Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 12-23
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description. 24-32
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 33-48
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 49-53
- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including 54-58

Initials: BUYER: TW Date: 9-9-10 SELLER: DJS Date: 9-17-10
 BUYER: _____ Date: _____ SELLER: TW Date: 9-17-10

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- attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or 57
reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this 58
Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified 59
intermediary or any entity set up for the purposes of completing a reverse exchange. 60
- g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of 61
the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, 62
interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan 63
costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this 64
Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is 65
instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for 66
remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current 67
price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific 68
Term No. 14, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 69
unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all 70
utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities 71
or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or 72
impact charges or other assessments that may be charged against the Property before or after Closing. Seller will 73
pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. 74
Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 75
- h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and 76
all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, 77
and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title 78
insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on 79
request, any and all information and copies of documents concerning this sale. 80
- i. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 81
22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real 82
Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not 83
otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the 84
Internal Revenue Service. 85
- j. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the 86
Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this 87
agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or 88
permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. 89
Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is 90
received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by 91
at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at 92
the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), 93
Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to 94
NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall 95
be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a 96
notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address 97
shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their 98
whereabouts in order to receive prompt notification of receipt of a notice. 99
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and 100
stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 101
p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a 102
Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the 103
next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include 104
Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the 105
event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 106
as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is 107
not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon 108
and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for 109
the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted 110
offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence 111
of this Agreement. 112

Initials: BUYER: TJ Date: 9-9-10 SELLER: DJS Date: 9-17-10
 BUYER: _____ Date: _____ SELLER: WLO Date: 9-17-10

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- l. **Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 113-117
- m. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 118-120
- n. **Assignment.** Buyer may ~~not~~ assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 121-122
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply: 122-125
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 125-128
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 128-132
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 133-136
- q. **Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 137-140
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 141-146
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for a offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 147-149
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 150-159
- u. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 160-167

Handwritten initials "WD" and a signature.

Initials: BUYER: TD Date: 9.9.10 SELLER: DE Date: 9/17/10
 BUYER: _____ Date: _____ SELLER: WCO Date: 9/17/10

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- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date 168 identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the 169 future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this 170 made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other 171 special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or 172 development moratoriums applicable to or being considered for the Property; any special building requirements, including 173 setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is 174 affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other 175 growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval 176 and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that 177 must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the 178 right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or 179 studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended 180 purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were 181 in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property 182 performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility 183 Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is 184 satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall 185 terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 186
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval 187 for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or 188 before the date specified in Specific Term 16. If the final plat is not recorded by such date, this Agreement shall 189 terminate and the Earnest Money shall be refunded to Buyer. 190
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual 191 acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency 192 shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 193 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate 194 and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this 195 Agreement, all representations and information regarding the Property and the transaction are solely from the 196 Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for 197 assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed 198 to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, 199 or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or 200 condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, 201 insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of 202 possible defects or health hazards. Some properties may have other defects arising after construction, such as 203 drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective 204 products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of 205 defective materials and evaluate the condition of the Property. Brokers may assist the parties with locating and 206 selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be 207 responsible for the services provided by those third parties. The parties agree to exercise their own judgment and 208 due diligence regarding third-party service providers. 209
- y. **Disclosures in Form 17 or 17C.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 210 (Form 17 or 17C, whichever is applicable), Buyer may bring an action in tort to recover economic losses resulting 211 from intentional misrepresentations in Form 17 or 17C; and if the parties so agree in Specific Term No. 8, Buyer 212 may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions 213 in Form 17 or 17C. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's 214 satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in 215 Specific Term No. 8, the parties agree that Buyer will not have a remedy for economic loss resulting from 216 negligent errors, inaccuracies, or omissions in Form 17 or 17C, then Buyer assumes the risk of economic loss 217 that may result from Seller's negligent misrepresentation in Form 17 or 17C. Buyer maintains the right to bring 218 any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller 219 acknowledge that home protection plans may be available which may provide additional protection and benefit to 220 Buyer and Seller. 221

Initials: BUYER: JD Date: 9-9-10 SELLER: DE Date: 9-17-10
 BUYER: _____ Date: _____ SELLER: WO Date: 9-17-10

CRB FORM NO. 22NF
COLDWELL BANKER BAIN
NO FINANCING CONDITION
REV. 10/15/2007



NO FINANCING CONDITION

The following is part of the Purchase and Sale Agreement dated 9-9-2010
between _____ ("Seller")
and Troy E. Hansen end/or assigns ("Buyer")
concerning: 7557400006-8, 1322049132-07, 1322049130-09 ("Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

NO FINANCING CONDITION:

Buyer's funds are all U.S. cash. Written verification of U.S. cash funds or Buyer's ability to pay shall be provided to Seller within _____ days (3 days if not filled in) of mutual acceptance in accordance with the terms of this Agreement. Seller may, at Seller's sole discretion, terminate this Agreement if Buyer fails to provide Seller with such verification within the time period.

Buyer's funds are other than U.S. cash. Within _____ days (3 days if not filled in) of mutual acceptance Buyer shall provide Seller written verification that Buyer has sufficient, readily available funds to close this transaction in accordance with the terms of this Agreement. If Buyer's verification of funds is not delivered within the required time period or the verification does not meet Seller's sole satisfaction, this Agreement may be terminated at Seller's sole option and the earnest money returned to Buyer. Seller's election to terminate must be delivered to Buyer or Buyer's Agent within 2 days of Seller's receipt of Buyer's verification of funds.

Purchase Loan. Seller agrees to permit the Buyer's lender to access the property in the event the buyer elects to obtain purchase loan. This Agreement is not conditioned on Buyer obtaining a purchase loan; however, Buyer's source of funds is a mortgage on said Property (in addition to the down payment).

Seller agrees to pay a selling office commission of 3% of the sales price.

ALL OTHER TERMS AND CONDITIONS of said Purchase and Sale Agreement remain unchanged.

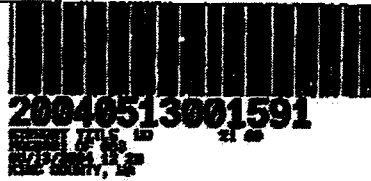
[Signature] 9-9-10
Buyer Date

Buyer Date

[Signature] 9/17/10
Seller Date
[Signature] 9/17/10
Seller Date

20040513001591.001

AFTER RECORDING MAIL TO
05 PROPERTIES, LLC
504 WEST BREKER STREET, SUITE 101
KENT, WA 98032



③
STEWART TITLE
2004051307

Filed for Record at Request of
Great American Escrow, L.L.C.
Escrow Number 0404013VA

Statutory Warranty Deed

Grantor(s) ALDEN R ELD, BERNARD R BAKER, JANICE L BAKER
Grantee(s) 05 PROPERTIES, LLC
Abbreviated Legal A Pcn.L1, B1, Sandwich's Add , Vol 59, Pg 81, B & C Pcn SW1/4
SE1/4 13-22-04, records of King County, WA
Additional legal(s) on page
Assessor's Tax Parcel Number(s) 755740-0006-08, 132204-9132-07, 132204-9130-05

TS / WO
MS

THE GRANTOR ALDEN R ELD, a single person, and BERNARD R BAKER and JANICE L BAKER, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to 05 PROPERTIES, LLC, a Washington Limited Liability Company the following described real estate, situated in the County of King, State of Washington LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: Easements, reservations, restrictions, rights, agreements, covenants and conditions of record as disclosed by STEWART TITLE, in commitment number 200407207.

Dated this 10th day of May, 2004.

By [Signature] ALDEN R ELD By [Signature] JANICE L BAKER

By [Signature] BERNARD R BAKER
STATE OF Oregon,
County of King SS:

I certify that I know or have satisfactory evidence that ALDEN R ELD

is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument

Dated May 11, 2004

[Signature]



Notary Public in and for the State of Oregon
Residing at Oregon
My appointment expires May 28, 2005

E2038442
MAY 12 2004 11 20
KING COUNTY, WA
DAVID EASTERN

20040613001891.002

ACKNOWLEDGMENT

ATTACHED TO and made a part
of Statutory Warranty Deed

STATE OF WASHINGTON)
County of PIERCE) SS:

I certify that I know or have satisfactory evidence that BERNARD R BAKER AND JANICE L

is the person who appeared before me, and said person acknowledged that he
signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated May 12, 2004

Velma A Avila
VELMA A AVILA
Notary Public in and for the State of WASHINGTON
Residing at MILTON
My appointment expires 7/22/2005



wo / TD.
AS

EXHIBIT "A"

PARCELA

LOT 1 IN BLOCK 1 OF SANDWICK'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 58 OF PLATS AT PAGE(S) 81, RECORDS OF KING COUNTY, WASHINGTON,

EXCEPT THAT PORTION LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, WHICH IS 6 FEET EASTERLY FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT 1, TO A POINT WHICH IS 45 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO, THE SOUTH LINE OF SAID LOT 1, THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE TERMINUS OF SAID LINE DESCRIPTION

PARCEL B

THE SOUTH 90 FEET OF THE FOLLOWING DESCRIBED PROPERTY THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 20 00 FEET OF SAID SUBDIVISION WITH THE NORTHERLY LINE OF THE SOUTHERLY 90 00 FEET THEREOF, THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION, 118 90 FEET, THENCE NORTH 160 00 FEET, THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION, 118 90 FEET TO THE WESTERLY LINE OF THE EASTERLY 20 00 FEET OF SAID SUBDIVISION, THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 160 00 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 6503303

PARCEL C

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE SOUTHERLY OF SAID SUBDIVISION, WHICH IS 126 90 FEET WESTERLY FROM THE SOUTHEAST CORNER THEREOF,

THENCE NORTHERLY PARALLEL TO THE EASTERLY LINE OF SAID SUBDIVISION, 30 FEET TO THE WESTERLY PRODUCTION OF THE NORTHERLY LINE OF WINNER STREET IN THE CITY OF KENT, THENCE WESTERLY ALONG SAID PRODUCED NORTHERLY LINE, A DISTANCE OF 84 FEET, THENCE NORTHERLY PARALLEL TO THE EASTERLY LINE OF SAID SUBDIVISION, 110 FEET, THENCE EASTERLY PARALLEL TO THE NORTH LINE OF THE PRODUCTION OF SAID WINNER STREET, A DISTANCE OF 84 FEET, THENCE SOUTHERLY A DISTANCE OF 110 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

EXCEPT THE SOUTHERLY 3 FEET AS CONDEMNED UNDER SUPERIOR COURT CAUSE NUMBER 706251

Handwritten signature and initials, possibly "WJ" and "RS", with a vertical line through them.

Handwritten signatures and a circular stamp at the bottom of the page.