

Marcus & Millichap

PURCHASE AGREEMENT

THIS DOCUMENT IS MORE THAN A RECEIPT FOR MONEY.
IT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

Marcus & Millichap Real Estate Investment Services of Seattle ("Agent"), as agent for Calceus LLC ("Seller"), has received from City of Camas. ("Buyer") the sum of ten thousand dollars (\$10,000) in the form of check or wire transfer. This sum is a deposit ("Deposit") to be applied to the purchase price of that certain real property (referred to as the "Property") located in the City of Camas, County of Clark, State of Washington, and more particularly described as follows:

306 NE Everett St & 605 NE 3rd Ave
Camas, WA 98607
APN: 078140-000 & 078150-000

TERMS AND CONDITIONS

Seller agrees to sell the Property, and Buyer agrees to purchase the Property, on the following terms and conditions:

- 1) **PURCHASE PRICE:** The purchase price for the Property is One Million Four Hundred Twenty Thousand dollars (\$1,420,000). Buyer's Deposit shall be delivered to Agent upon Seller's execution of this Purchase Agreement (the "Agreement"). Agent shall deliver and deposit same in escrow as provided in Paragraph 3 below. The balance of the purchase price shall be payable at close of escrow pursuant to the terms stated below.
- 2) **INTENTIONALLY DELETED.**
- 3) **ESCROW:** Within three (3) calendar days after the Effective Date (as defined in Paragraph 37 below) Buyer shall open escrow with Fidelity National Title - Tamara Barrett (the "Escrow Holder") by the simultaneous deposit of a copy of this Agreement and Buyer's Deposit with the Escrow Holder. Seller and Buyer agree to prepare and execute such escrow instructions as may be necessary and appropriate to close the transaction. Should said instructions fail to be executed as required, Escrow Holder shall and is hereby directed to close escrow pursuant to the terms and conditions of this Agreement. Close of escrow (or the "Closing Date", which shall mean the date on which the deed transferring title is recorded) shall occur on or before seventy-five calendar days after mutual execution of this Agreement. Escrow fee and Owner's Title Insurance shall be paid by Buyer. All other closing costs shall be paid in accordance with the custom in the county in which the Property is located.
- 4) **PRORATIONS:** Real property taxes, premiums on insurance acceptable to Buyer, interest on any debt being assumed or taken subject to by Buyer, and any other expenses of the Property shall be prorated as of the Closing Date. Security deposits, advance rentals, and the amount of any future lease credits shall be credited to Buyer. The amount of any bond or assessment which is a lien and not customarily paid with real property taxes shall be (select one "X") X paid assumed by Seller.
- 5) **TITLE:** Within ten (10) calendar days after the Effective Date of this Agreement, Seller shall procure and cause to be delivered to Buyer a preliminary title report issued by Fidelity National Title (the "Title Company") on the Property. Within ten (10) calendar days following receipt thereof, Buyer shall either approve in writing the exceptions contained in said title report or specify in writing any exceptions to which Buyer reasonably objects. If Buyer objects to any exceptions, Seller shall, within five (5) calendar days after receipt of Buyer's objections, deliver to Buyer written notice that either (i) Seller will, at Seller's expense, attempt to remove the exception(s) to which Buyer has objected before the Closing Date or (ii) Seller is unwilling or unable to eliminate said exception(s). If Seller fails to so notify Buyer or is unwilling or unable to remove any such exception by the Closing Date, Buyer may elect to terminate this Agreement and receive back the entire Deposit, in which event Buyer and Seller shall have no further obligations under this Agreement; or, alternatively, Buyer may elect to purchase the Property subject to such exception(s).

Seller shall convey by warranty deed to Buyer (or to such other person or entity as Buyer may specify) marketable fee title subject only to the exceptions approved by Buyer in accordance with this Agreement. Title shall be insured by a standard owner's policy of title insurance issued by the Title Company in the amount of the purchase price with premium paid by Seller.

6) **NO FINANCING CONTINGENCY — ALL CASH**

7) **PEST CONTROL CONTINGENCIES:**

- 7.1) **NO PEST CONTROL CONTINGENCY - "AS IS":** Buyer has conducted Buyer's own investigation with regard to possible infestation and/or infection by wood-destroying pests or organisms and agrees to purchase the Property in its present condition. Buyer acknowledges that Buyer is not relying upon any representations or warranties made by Seller or Agent regarding the presence or absence of such infestation or infection.

8) **INSPECTION CONTINGENCIES:**

- 8.1) **BOOKS AND RECORDS:** Seller agrees to provide Buyer with items listed below a-h within five (5) calendar days following the Effective Date:
- a. All rental agreements, leases, service contracts, a summary of insurance policies, latest tax bill(s) and other written agreements or notices which affect the Property.
 - b. The operating statements of the Property for the thirty-six (36) calendar months immediately preceding the Effective Date hereof.
 - c. For **commercial properties**, copies of whatever documents the Seller may have regarding the financial condition, business prospects or prospective continued occupancy of any tenant (including but not limited to financial statements, credit reports, etc.).
 - d. A summary of all notes and security instruments affecting the Property.
 - e. A complete and current rent roll, including a schedule of all tenant deposits and fees.
 - f. A written inventory of all items of Personal Property to be conveyed to Buyer at close of escrow.
 - g. List of property improvements completed by the current owner.
 - h. The following items, if readily available to Seller: survey, any environmental reports, any appraisals, any building plans and specifications, including seismic, fire/life safety, and ADA compliant work completed at the building, copies of structural engineering reports, certified "as built" plans, inspection reports, such as roof, mechanical, electrical, plumbing, elevator, and fire/life/safety systems.

Buyer shall acknowledge receipt of these items in writing. Buyer shall have thirty (30) calendar days following the Effective Date to review and approve in writing each of these items. If Buyer fails to approve these items within the specified time, this Agreement shall be rendered null and void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

Nothing in this subsection shall require Seller to perform tests or inspections or to purchase, prepare or obtain reports, documents or statements which are not in existence, or which have not already been prepared by the Seller or are in the Seller's possession. Buyer shall acknowledge receipt of these items in writing.

- 8.2) **PHYSICAL INSPECTION:** Buyer shall have thirty (30) calendar days following the Effective Date to inspect the physical condition of the Property, including, but not limited to the soil conditions and the presence or absence of lead-based paint and other hazardous materials on or about the Property, and to notify the Seller in writing that Buyer approves same. If Buyer fails to approve the physical condition of the Property within the specified time, this Agreement shall be null and void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

9) **INTENTIONALLY DELETED.**

10) **DEPOSIT TRANSFER:** Buyer's Deposit shall remain in trust, if held by Agent, or in escrow if previously deposited in escrow, until removal of the inspection contingencies set forth in paragraph(s) 5, 8.1, 8.2 & 39.1 hereof. Upon removal of said contingencies, Buyer's Deposit shall be delivered to escrow by Agent (if same has been held in trust by Agent); a warranty deed duly executed by Seller, sufficient to convey title to Buyer, shall be delivered to escrow by Seller; and Buyer and Seller shall execute escrow instructions directing the Escrow Holder to release immediately from escrow and deliver to Seller Buyer's entire Deposit (including increases, if any). Seller shall hold Buyer's Deposit subject to the remaining terms and conditions of this Agreement. Buyer acknowledges and agrees that, in the event Buyer defaults on this Agreement after removal of contingencies, Buyer's Deposit is non-refundable and is forfeited to Seller. If the Property is made unmarketable by Seller or Seller defaults on this Agreement, the Deposit must immediately be returned to Buyer and the deed shall be returned to Seller. Notwithstanding the foregoing, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when, and to the extent, such failure or delay is caused by or results from one or more of the following force majeure events ("Force Majeure Events"), so long as the Force Majeure Event is beyond the reasonable control of the party impacted by it (the "Impacted Party"): (a) acts of God such as hurricane, flood, earthquake, tornado, fire, avalanche, or tsunami; (b) war, invasion, armed conflict (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) epidemics, pandemics, or government-mandated quarantines or stay-at-home orders (excluding recurrences of prior epidemics, pandemics, or quarantines or stay-at-home orders); or (d) government law, regulation, order, or other action. In such a Force Majeure Event, the Impacted Party must provide written notice to all other parties to this Agreement demonstrating that the Force Majeure Event has rendered performance of the Impacted Party's obligations under this Agreement impossible. Upon service of such written notice in accordance with the notice provisions of this Agreement, this Agreement shall be deemed terminated at no fault to either party and the deed shall be returned to Seller. If Buyer, as the Impacted Party, timely serves such written notice upon all other parties within five (5) calendar days of the Force Majeure Event rendering performance of the Buyer's obligations impossible, then the Deposit shall be immediately refunded to Buyer; otherwise, Seller shall be entitled to retain the Deposit.

11) **ESTOPPEL CERTIFICATE CONTINGENCY (Leased Properties):**

11.1) Seller shall obtain and deliver to Buyer, within ten (10) calendar days after the last contingency set forth in paragraph(s) 5, 8.1 & 8.2 is removed, estoppel letters or certificates from each lessee or tenant at the Property stating: a) the date of commencement and the scheduled date of termination of the lease, b) the amount of advanced rentals or rent deposits paid to Seller, c) the amount of monthly (or other periodic) rent paid to Seller, d) that the lease is in full force and effect and that there have been no modifications or amendments thereto, or, if there have been any modifications or amendments, an explanation of same, e) square footage (if set forth in the lease), and f) that there is no default under the terms of the lease by lessor or lessee. Buyer shall have three (3) calendar days after receipt to disapprove in writing, the estoppel certificates. Buyer may only disapprove said certificates, and cancel the Agreement, if the certificates reflect a discrepancy materially affecting the economics of the transaction, or a previously undisclosed material breach of one of the leases. Upon such disapproval, Buyer's entire Deposit shall be returned, and the parties shall have no further obligations hereunder.

12) **LEASED PROPERTY PRORATIONS:** Rents actually collected (prior to closing) will be prorated as of the Closing Date and rent collected thereafter applied first to rental payments then owed the Buyer and their remainder paid to the Seller. All free rent due any tenant at the close of escrow for rental periods after the closing shall be a credit against the Purchase Price. Other income and expenses shall be prorated as follows: Close of Escrow.

13) **PERSONAL PROPERTY:** Title to any personal property to be conveyed to Buyer in connection with the sale of the Property shall be conveyed to Buyer by Bill of Sale on the Closing Date free and clear of all encumbrances (except those approved by Buyer as provided above). The price of these items shall be included in the Purchase Price for the Property, and Buyer agrees to accept all such personal property in "as is" condition.

14) **CONDITION OF PROPERTY:** It is understood and agreed that the Property is being sold "as is"; that Buyer has, or will have prior to the Closing Date, inspected the Property; and that neither Seller nor Agent makes any representation or warranty as to the physical condition or value of the Property or its suitability for Buyer's intended use.

Buyer's Initials DS DA Seller's Initials _____

15) **RISK OF LOSS:** Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the date title is conveyed to Buyer, Buyer shall have the option of demanding and receiving back the entire Deposit and being released from all obligations hereunder, or alternatively, taking such improvements as Seller can deliver. Upon Buyer's physical inspection and approval of the Property, Seller shall maintain the Property through close of escrow in the same condition and repair as approved, reasonable wear and tear excepted.

16) **POSSESSION:** Possession of the Property shall be delivered to Buyer on Closing Date.

17) **LIQUIDATED DAMAGES:** By placing their initials immediately below, Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages in the event of a default by Buyer, that the amount of Buyer's Deposit hereunder (as same may be increased by the terms hereof) is the parties' reasonable estimate of Seller's damages in the event of Buyer's default, and that upon Buyer's default in its purchase obligations under this agreement, not caused by any breach by Seller, Seller shall be released from its obligations to sell the Property and shall retain Buyer's Deposit (as same may be increased by the terms hereof) as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

Buyer's Initials DS DA Seller's Initials _____

18) **SELLER EXCHANGE:** Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

19) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

20) **DISCLOSURE OF REAL ESTATE LICENSURE:** N/A

21) **AUTHORIZATION:** Buyer and Seller authorize Agent to disseminate sales information regarding this transaction, including the purchase price of the Property.

22) **AGENCY DISCLOSURE:** Buyer and seller hereby acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency" as required to be provided by Washington State law.

Buyer's Initials DS DA Seller's Initials _____

22.1) **SELLER'S AGENT:** Marcus & Millichap Real Estate Investment Services of Seattle is the broker representing the Seller (and the Seller only) in this transaction.

23) **OTHER BROKERS:** Buyer and Seller agree that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the Property, Agent shall have no liability to Buyer or Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

24) **LIMITATION OF LIABILITY:** Except for Agent's gross negligence or willful misconduct, Agent's liability for any breach or negligence in its performance of this Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by Agent in any transaction hereunder.

25) **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY:** Agent shall have no authority to bind either Buyer or Seller to any modification or amendment of this Agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property on behalf of either Buyer or Seller, or for providing either party with professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for maintaining the confidentiality of any information regarding Buyer or Seller's financial condition and any future negotiations regarding the terms of this Purchase Agreement, Buyer and Seller agree that their relationship with Agent is at arm's length and is neither confidential nor fiduciary in nature.

26) **BROKER DISCLAIMER:** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, Agent has not made any investigation, determination, warranty or representation with respect to any of the following: (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use of the Property under any federal, state or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including, but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, and underground storage tanks. Agent has no expertise with respect to hazardous or contaminated substances. Buyer is strongly advised by Agent to seek advice and inspections from competent hazardous materials experts.

Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore. Buyer further agrees to reaffirm its acknowledgment of this disclaimer at close of escrow and to confirm that it has relied upon no representations of Agent in connection with its acquisition of the Property.

Buyer's Initials DS Seller's Initials _____

27) **INTENTIONALLY DELETED.**

28) **MOLD/ALLERGEN ADVISORY AND DISCLOSURE:** Buyer is advised of the possible presence within properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Agent strongly recommends that Buyer contact the State Department of Health Services for further information on this topic.

Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Buyer's physical condition inspection of the Property, and Buyer is further advised to obtain from such qualified professionals information regarding the level of health-related risk involved, if any, and the advisability and feasibility of eradication and abatement, if any.

Buyer is expressly cautioned that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible presence of mold and botanical allergens. Buyer acknowledges that Agent has not made any investigation, determination, warranty or representation with respect to the possible presence of mold or other botanical allergens, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility, and that Buyer shall not hold Agent responsible therefore.

29) **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL: All disputes arising between the Parties, including Agent, with respect to the subject matter of this Agreement (including but not limited to the payment of commissions as provided herein) shall be settled exclusively by final, binding arbitration. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.**

The arbitration will proceed in the county where Broker's office is located and be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's then-applicable Commercial Arbitration Rules (the "Rules"). Any party who fails or refuses to submit to arbitration following a demand by the other party shall bear all costs and expenses, including attorneys' fees, incurred by such other party in compelling arbitration.

The arbitration will be decided by a single arbitrator selected according to the Rules. The arbitrator will decide any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication and may grant any remedy or relief that a court could order or grant on similar motions. The arbitrator shall apply the provisions of this Representation Agreement without varying therefrom, and shall not have the power to add to, modify, or change any of the provisions hereof.

In any arbitration proceeding discovery will be permitted only in accordance with the terms of this paragraph. Discovery by each party shall be limited to: (i) a maximum number of five (5) depositions limited to four hours each; (ii) requests for production of documents; (iii) two interrogatories: one inquiring into the amount of damages sought by the other party and another into the calculation of those damages; and (iv) subpoenas upon third parties for production of documents, depositions, and to appear at a hearing. The scope of discovery may be expanded only upon the mutual consent of the parties. Discovery not set forth in this paragraph shall not be permitted.


The Parties understand and agree that they are entering into this arbitration agreement voluntarily, and that by doing so they are waiving their rights to a jury trial or to have their claims otherwise litigated in court.

- 30) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable expert witness and attorneys' fees in addition to any other relief to which such party may be entitled.
- 31) **SUCCESSORS & ASSIGNS:** This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.
- 32) **TIME:** Time is of the essence of this Agreement.
- 33) **NOTICES:** All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.
- 34) **INTENTIONALLY DELETED.**
- 35) **FOREIGN INVESTOR DISCLOSURE:** Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of this Foreign Investment in Real Property Tax Act and regulations promulgated thereunder. Seller hereby declares that Seller is not a foreign person as that term is defined by the United States Internal Revenue Code.
- 36) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 37) **ACCEPTANCE AND EFFECTIVE DATE:** Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person or by mail at the address shown below, on or before June 7th, 2024, this offer shall be null and void, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or Buyer's agent or, if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of or written acceptance (by either Buyer or Seller) of the final counteroffer submitted by the other party.
- 38) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 39) **OTHER TERMS AND CONDITIONS:**
- 39.1 **CITY COUNCIL APPROVAL:** Within twenty-one (21) days from Buyer's approval of Sections 5, 8.1 & 8.2, Buyer shall seek approval from the Council. In the event the Buyer does not receive said approval of the Council, this transaction shall terminate and all Earnest Money shall be returned to the Buyer and the property shall be released to Seller.
- 39.2 **EXECUTION UNDER THREAT OF CONDEMNATION:** Purchaser has the power of eminent domain and has determined to acquire the premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to and carrying out the terms of this Agreement. However, it is recognized by the parties to this Agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.
- Seller shall bear the costs for a Standard Owner's Policy of Title Insurance in the amount of the purchase price. Seller and Purchaser shall share equally in the cost to record the deed, along with all other recording and escrow charges. The Purchaser will be acquiring this Property in exercise of its eminent domain powers and it is not anticipated that any excise taxes will be paid by Seller. Each party shall pay for costs incurred in the clearance of matters of title attributable to that party.
- 39.3 **HAZARDOUS SUBSTANCES:** To the best of Seller's knowledge, Seller has not caused or permitted any person using the Property to generate, manufacture, refine, transport, treat, store, handle, transfer, reproduce, or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations, and has not caused or permitted and has no knowledge of the "Release" (as defined below) of any hazardous substances on or off-site of the Property which might affect the Property.

In addition, Seller has not caused or permitted and has no knowledge of any substances or conditions on the Property (or off-site to the extent actually and currently affecting the Property) which may support a claim or cause of action, whether by a governmental agency or body, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "superfund Act"), 41 Sec. 9601, et seq. ("CERCLA"), the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Resource Conservation and Recovery Act of 1976, the Toxic Substance Control Act or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements. For purposes of this subparagraph 6.16, the definition of the terms "Hazardous Substances" and "Release" shall be those used in the Superfund Act; provided, however, that the definition of the term "Hazardous Substance" shall also include, without limitation, petroleum and related by-products, hydrocarbons, asbestos or PCB's.

- 39.4 **NO NEW AGREEMENTS:** Seller will not permit or enter into any other agreements with respect to the Property which would continue after closing without Purchaser's prior written consent.
- 39.5 **NO WORK:** No work has been performed or is in progress at the property, and no materials have been furnished to the Property or any portion thereof, which, though not presently subject to a recorded lien, might give rise to mechanic's, materialmen's or other liens against the Property, or any portion thereof.
- 39.6 **NO OPTIONS:** No person, firm, corporation, or other entity other than Purchaser has any right or option to acquire the Property or any portion thereof.
- 39.7 **NO ASSESSMENTS:** No special or other assessments for public improvements are known to exist. Seller has no knowledge of any pending special assessments that could affect the Property nor any other improvements presently planned that may result in such special assessments.
- 39.8 **COMPLIANCE WITH LAWS:** Seller has complied and will continue to comply, in all respects with all federal, state, county, municipal, and other governmental statutes, laws, and ordinances, and with the rules, regulations, and order of all governmental agencies and authorities, relating to or affecting the Property.
- 39.9 **NO NOTICES OF VIOLATIONS:** No outstanding notices of violation of law or ordinances, orders, requirements, or regulations of any federal, state, county, municipal, or other governmental or quasi-governmental department, agency, or authority relating to the Property have been entered or received by Seller, and, to the best of Seller's knowledge, there is no basis for the entering of such notice.
- 39.10 **NO ACTIONS, CLAIMS OR PROCEEDINGS:** There are no actions, claims or proceedings pending or, to the best of Seller's knowledge, threatened by, any governmental entity (zoning, condemnation, environmental or otherwise), or any other party against Seller (in connection with the Property), or against the Property, or in connection with the transaction contemplated by this Agreement, nor, to the best of Seller's knowledge, is there any basis for any such action, proceedings, or investigation.
- 39.11 **STATE OF PROPERTY:** The Property will be substantially in the same condition as its current condition at the time Purchaser is entitled to possession.

This offer is made by Buyer to Seller on this 5th day of June, 2024. The undersigned Buyer hereby acknowledges receipt of an executed copy of this Agreement, including the Agency Disclosure contained in Paragraph 22, above.

DocuSigned by:

 BUYER: _____ ADDRESS: 616 NE 4th Ave
 City of Camas - _____
 Doug Quinn _____ Camas, WA 98607
 DATE: 6/5/2024 | 09:53:29 PDT TELEPHONE: 360-834-6864

SELLER'S ACCEPTANCE AND AGREEMENT TO PAY COMMISSION

The undersigned Seller accepts the foregoing offer and agrees to sell the Property to Buyer for the price and on the terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Agent to deliver an executed copy to Buyer.

Seller reaffirms its agreement to pay to Agent a real estate brokerage commission pursuant to the terms of that certain Representation Agreement between Agent and Seller dated April 25, 2024, which shall remain in full force and effect. Said commission is payable in full on the Closing Date and shall be paid in cash through escrow. Escrow Holder is directed to make such payment to Agent from Seller's proceeds of sale. The provisions of this paragraph may not be amended or modified without the written consent of Agent.

SELLER: _____ ADDRESS: 1704 NE Pecan Ln
 Calceus LLC - _____
 Matthew Schultz _____ Camas, WA 98607
 DATE: _____ TELEPHONE: 619-244-5745

Agent accepts and agrees to the foregoing.

AGENT: MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF SEATTLE

BY: _____ ADDRESS: 401 Union St, 32nd Floor

 _____ Seattle, WA 98101
 DATE: _____ TELEPHONE: 206-826-5700

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL.