

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
(Oregon Commercial Form – Undeveloped Land)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: N/A of N/A firm (the "Selling Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Jason de Vries and Keith Zimmerman of Cushman & Wakefield firm (the "Buying Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) The New IEM, LLC (sign) DocuSigned by: MATTHEW WATSON SUCA Date: 3/11/2026  
Buyer: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_  
Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_  
Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated February 17, 2026 for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: The City of Hermiston ("Seller")
Address: 180 NE 2nd Street, Hermiston, OR 97838
Attn: Mark Morgan
Home Phone: N/A
Office Phone: (541) 567-5521
E-Mail: mmorgan@hermiston.gov

AND: The New IEM, LLC, a California limited liability company ("Buyer")
Address: 48205 Warm Springs Blvd., Fremont, CA 94539,
Attn: Sean Goforth
Home Phone: N/A
Office Phone: 925.787.6827
E-Mail: sean.goforth@iemfg.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the real property and all improvements thereon generally described or located at Ninth Street and Penney Avenue in the City of Hermiston, County of Umatilla, Oregon legally described on Exhibit A, attached hereto (the "Property") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all appurtenances and easements thereon or related thereto.

1.2 Purchase Price. The purchase price for the Property shall be Six hundred fifty thousand dollars (\$650,000) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within three (3) business days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$5,000.00 as earnest money (the "Earnest Money") in the form of:

- Promissory note (the "Note"); [X] Check; or [ ] Cash or other immediately available funds.

If the Earnest Money is being held by the [ ] Selling Firm [ ] Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the [ ] Escrow (as hereinafter defined) [ ] Selling Firm's Client Trust Account [ ] Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

(b) If the Earnest Money is in the form of a Note, it shall be due and payable [ ] no later than 5:00 PM Pacific Time three (3) days after the Execution Date; [ ] after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or [ ] Other: \_\_\_\_. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii)

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50 Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this  
 51 Agreement; and (iii) Seller shall have no further obligations under this Agreement.

52  
 53 (c) The purchase and sale of the Property shall be accomplished through an escrow (the  
 54 "Escrow") that Seller has established or will establish with AmeriTitle, 650 N 1<sup>st</sup> Street, Hermiston, OR 97838, (541)  
 55 567-9111 (the "Escrow Holder") within three (3) days after the Execution Date. Except as otherwise provided in this  
 56 Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii)  
 57 the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1;  
 58 and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

59  
 60 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing  
 61 by  cash or other immediately available funds; or  Other: \_\_\_\_.

62  
 63 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the  
 64 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal  
 65 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-  
 66 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller  
 67 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,  
 68 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for  
 69 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the  
 70 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange  
 71 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot  
 72 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such  
 73 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging  
 74 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating  
 75 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party  
 76 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising  
 77 out of the 1031 Exchange.

78  
 79 2. Conditions to Purchase.

80  
 81 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 82  
 83  None;  
 84  Within sixty (60) days of the Execution Date, Buyer's approval of the results of: (a) the Property  
 85 inspection described in Section 3 below; and (b) the document review described in Section 4  
 86 below (collectively, the "General Conditions");  
 87  Within \_\_\_\_ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing  
 88 (the "Financing Condition");  
 89  Other \_\_\_\_ [Other conditions must be specifically identified].

90 The General Conditions, Financing Condition, Entitlement Condition and any other conditions noted shall be defined  
 91 as "Conditions."

92  
 93 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the  
 94 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to  
 95 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically  
 96 terminated, the Earnest Money shall be promptly returned to Buyer, any Extension Fees (defined below) shall be  
 97 delivered to Seller, and thereafter, except as specifically provided to the contrary herein, neither party shall have any  
 98 further right or remedy hereunder.

99

100 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
101 the Property at reasonable times after reasonable prior notice to Seller to conduct any and all inspections, tests, and  
102 surveys concerning hazardous materials, soils conditions, wetlands, zoning, and all other matters affecting the  
103 suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the  
104 Property including the economic feasibility of such purchase. In addition, at any time prior to Closing, Buyer may, at  
105 its sole discretion and expense: (a) commission a surveyor of Buyer's choice to prepare a survey of the Property; and  
106 (b) engage an environmental consultant of Buyer's choice to prepare a Phase I environmental site assessment of the  
107 Property and, if recommended by such consultant, obtain a Phase II environmental site assessment and perform any  
108 recommended testing. Seller shall facilitate Buyer's and its surveyor's and consultant's access to the Property and  
109 cooperate with Buyer's obtaining such survey, environmental site assessments, inspections, and permit and  
110 entitlement applications. If the transaction contemplated in this Agreement fails to close for any reason (or no  
111 reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to  
112 substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer  
113 shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys'  
114 fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to  
115 indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.  
116

117 4. Seller's Documents. Within ten (10) days after the Execution Date, Seller shall deliver to Buyer or  
118 Buyer's designee, legible and complete copies of the following documents, reports, and other items relating to the  
119 ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items  
120 are or come within Seller's possession or control: environmental, geotechnical, land use, zoning, appraisals, code  
121 enforcement, boundary line adjustment, title, easement, architectural reports, structural plans and reports, and any  
122 other-Property related reports.  
123

124 5. Title Insurance. Within ten (10) days after the Execution Date, Seller shall cause to be delivered to  
125 Buyer a preliminary title report from the AmeriTitle, 650 N 1<sup>st</sup> Street, Hermiston, OR 97838, (541) 567-9111 (the "Title  
126 Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together  
127 with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall  
128 have thirty (30) days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in  
129 writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within ten (10)  
130 days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to  
131 remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and  
132 encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or  
133 before Closing. Within thirty (30) days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer  
134 shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or  
135 able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such  
136 inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined  
137 below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have  
138 agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those  
139 Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."  
140

141 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
142 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
143 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
144 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
145 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and  
146 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain  
147 the Earnest Money and any Extension Fees paid by Buyer. In the event Seller fails, through no fault of Buyer, to  
148 close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including  
149 without limitation, the return of the Earnest Money and any Extension Fees paid by Buyer or the remedy of

150 specific performance. In no event shall either party be entitled to punitive or consequential damages, if any, resulting  
151 from the other party's failure to close the sale of the Property.

152

153 7. Closing of Sale.

154

155 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
156 or  thirty (30) days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing  
157 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the  
158 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to  
159 Seller.

160

161 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
162 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
163 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person"  
164 as such term is defined by applicable law and regulations.

165

166 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by  statutory warranty  
167 deed or  \_\_\_ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA  
168 form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title  
169 to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in  
170 the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title  
171 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any  
172 endorsements required by Buyer.

173

174 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer  
175 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the  
176 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees  
177 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom  
178 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,  
179 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing  
180 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the  
181 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to  
182 Tenancies shall be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be responsible for  
183 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or  
184 program.

185

186 9. Possession. Seller shall deliver exclusive possession of the Property to Buyer  on the Closing Date or  
187  \_\_\_.

188

189 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any  
190 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's  
191 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the  
192 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and  
193 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the  
194 attached Exhibit C, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its  
195 own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing  
196 obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct  
197 on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one  
198 (1) year.

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200 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
201 operate, maintain, and insure the Property consistent with Seller's current operating practices. After Buyer has  
202 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-  
203 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,  
204 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material  
205 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)  
206 any service contracts or other agreements affecting the Property that are not terminable at the Closing.  
207

208 12. Assignment. Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
209 of Seller;  is PERMITTED ONLY UPON Seller's written consent;  is PERMITTED ONLY IF the assignee is an  
210 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written  
211 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a  
212 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.  
213

214 13. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE**  
215 **FOLLOWING SHALL APPLY TO THIS AGREEMENT:**  
216

217 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE  
218 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED  
219 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT  
220 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND  
221 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF  
222 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND  
223 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS  
224 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE \_\_\_ GEOGRAPHIC AREA (IF BLANK IS NOT  
225 COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED  
226 WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING  
227 OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE  
228 ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION  
229 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,  
230 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS  
231 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY  
232 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS  
233 ACTION.

234   
235 \_\_\_\_\_  
236 **Initials of Buyer**

\_\_\_\_\_  
Initials of Seller

237 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,  
238 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an  
239 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating  
240 to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its  
241 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred  
242 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees  
243 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,  
244 and shall be in addition to all other amounts provided by law. Statutory Notice. THE PROPERTY DESCRIBED IN THIS  
245 INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS  
246 SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE  
247 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
248 DEFINED IN ORS [30.930 \(Definitions for ORS 30.930 to 30.947\)](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS  
249 INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER  
250 ORS [195.300 \(Definitions for ORS 195.300 to 195.336\)](#), [195.301\(Legislative findings\)](#) AND [195.305 \(Compensation for restriction of](#)  
251 [use of real property due to land use regulation\)](#) TO [195.336 \(Compensation and Conservation Fund\)](#) AND SECTIONS 5 TO 11,

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252 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,  
 253 CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
 254 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO  
 255 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN  
 256 ORS [92.010\(Definitions for ORS 92.010 to 92.192\)](#), OR [215.010 \(Definitions\)](#), TO VERIFY THE APPROVED USES OF THE LOT OR  
 257 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF  
 258 NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS [195.300\(Definitions for ORS 195.300 to 195.336\)](#), [195.301 \(Legislative](#)  
 259 [findings\)](#) AND [195.305\(Compensation for restriction of use of real property due to land use regulation\)](#) TO [195.336 \(Compensation and](#)  
 260 [Conservation Fund\)](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,  
 261 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

262

263 15. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
 264 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
 265 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
 266 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
 267 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
 268 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
 269 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
 270 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

271

272 16. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency  
 273 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller  
 274 agrees to pay a commission to Buying Firm in the amount of either:  five percent (5.0%) of the Purchase Price or  
 275  \$\_\_\_\_. Seller shall cause the Escrow Holder to deliver to Buying Firm the real estate commission on the Closing  
 276 Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer  
 277 and retained by Seller in accordance with this Agreement, in addition to any other rights the Buying Firm may have,  
 278 the Buying Firm shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission  
 279 agreed to above, and Seller hereby assigns such amount to the Buying Firm.

280

281 17. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
 282 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
 283 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
 284 delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the  
 285 notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall  
 286 be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless  
 287 that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed  
 288 delivered on the next following business day.

289

290 18. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
 291 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
 292 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
 293 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
 294 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
 295 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
 296 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
 297 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
 298 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
 299 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
 300 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
 301 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The  
 302 person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each  
 303 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to

304 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a  
305 memorandum hereof shall be recorded unless the parties otherwise agree in writing.

306  
307 19. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
308 and construed by, the laws of the State of Oregon.

309  
310 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
311 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT  
312 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT B.

313  
314 21. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and  
315 incorporated within this Agreement:

- 316  Exhibit A – Legal Description of Property **[REQUIRED]**
- 317  Exhibit b – AS IS Exceptions (if applicable)

318  
319  
320 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement  
321 on or before 5:00 PM Pacific Time on **[March 27, 2026 ]**, then the Earnest Money shall be promptly refunded to Buyer  
322 and thereafter, neither party shall have any further right or obligation hereunder.

323  
324 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
325 of the United States not do business with any individual or entity on a list of “Specially Designated nationals and  
326 Blocked Persons” - that is, individuals and entities identified as terrorists or other types of criminals. Buyer  
327 hereinafter certifies that:

328  
329 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
330 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national  
331 and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or  
332 administered by the Office of Foreign Assets Control; and

333  
334 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
335 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

336  
337 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,  
338 losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of  
339 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller  
340 shall survive Closing or any termination of this Agreement.

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345 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR  
346 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR  
347 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW  
348 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL  
349 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

350  
351 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
352 INSERTION MARKS, OR ADDENDA.

353  
354 Buyer The New IEM, LLC

{00045955;1}

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DocuSigned by:  
By: MATTHEW CLAYTON SUCH  
10045955;1  
Name: MATTHEW CLAYTON SUCH  
Title: Chief Executive Officer  
Date: 3/11/2026

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ___ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ___ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ___ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ___ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ___ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ___ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ___ days of the Execution Date
• Expiration date for satisfaction of Entitlement Condition (Section 2.1)	Within ___ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ___ days of the Execution Date
• Closing Date (Section 7.1):	

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Initials of Buyer: MLC Initials of Seller: \_\_\_  
Initials of Buyer: \_\_\_ Initials of Seller: \_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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[TO BE PROVIDED BY TITLE COMPANY]

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EXHIBIT B  
AS IS EXCEPTIONS

None