

COMMERCIAL PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement" or "PSA") dated _____, 2025, 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: 1771ColumbiaBlvd, LLC ("Seller")
Address: 310 Riverside Dr. St. Helens OR 97051
Phone: (503) 396-0065
E-Mail: wayneww82@outlook.com

AND: _____ City of St. Helens, Oregon, an Oregon municipal corporation ("Buyer")
Address: Attention: John Walsh, City Administrator,
265 Strand St.
St. Helens, Oregon 97051
Phone: 503.366.8211
E-Mail: jwalsh@sthelensoregon.gov

1. Purchase and Sale.

a. Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 1771 Columbia Blvd. (Tax Lots 28867 through 28872, Lots 1, 2, 19, 20, 21 and 22, Block 14, City of St. Helens) in the City of St. Helens, County of Columbia, Oregon, and legally described on Exhibit A (the "Real Estate") (if no legal description is attached, the legal description shall be the legal description of the Real Estate 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 fixtures, appurtenances, and easements thereon or related thereto, free and clear of any and all leases to which the Real Estate is subject as of the date hereof (each, a "Lease"). If there are any Leases, see Section 22, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants."

b. Purchase Price. The purchase price for the Property shall be One Million Two Hundred Fifty Thousand and Zero/100 Dollars (\$1,250,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by (i) the Future Price Adjustment; (ii) the \$25,000.00 credit due to Buyer, should Seller opt to close this sale before his death in order to pursue a 1031 exchange for the property, as described in Sections 1.3 and Section 7 below; and (iii) 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. If the Closing occurs, the Purchase Price shall be paid in its entirety at Closing in cash or in any other form of immediately available U.S. federal funds.

1.b.1 For purposes hereof, the "Future Price Adjustment" shall be an annual increase in the Purchase Price starting on the third (3rd) anniversary of the Effective Date of this Agreement (and repeating on each anniversary of the Effective Date thereafter), equal to (i) the Purchase Price, multiplied by (ii) the percentage increase in the Consumer Price Index, West Region (Urban Consumers) over the previous 12-months, provided that each yearly Future Price Adjustment shall be capped at 2%. For example, if a sale occurs on the fourth anniversary of the Effective Date, and the CPI increased by 3% from the 2nd anniversary of the Effective Date to the 3rd, and 1% from the 3rd anniversary to the 4th, then the Purchase Price would have increased by 2% on the 3rd anniversary (to \$1,275,000.00), and then by 1% on the 4th anniversary to \$1,287,750.

1.b.2 Consideration for Agreement; Escrow Holder.

50
51 (a) Within three (3) days of the Execution Date, Buyer shall deliver to Seller \$100.00 as
52 consideration for the parties' mutual agreement to the terms and conditions set forth in this Agreement.

53
54 (b) Intentionally Omitted.

55
56 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
57 "Escrow") that Seller has established or will establish with Ticor Title, St. Helens, Oregon Office, 2534 Sykes Rd.,
58 Suite C, St. Helens, Oregon 97051, Attn: Mandi Miller – Mandi.Miller@ticortitle.com (the "Escrow Holder") within
59 three (3) business days after the Execution Date.

60
61 c. Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
62 "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal
63 Revenue Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with
64 respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to
65 reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such
66 cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An
67 assignment of this Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but
68 shall not delay Closing or release the Exchanging Party from its obligations under this Agreement. The Cooperating
69 Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be
70 required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the
71 Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

72
73 1.c.1 The Parties agree that in consideration for a price reduction of \$25,000.00, Seller may elect
74 to close this transaction before his death, if he has located a suitable 1031 Exchange Property, as further described
75 in Section 7 below.

76 77 2. Due Diligence Period.

78
79 a. Buyer shall have a period of 90 days from the Execution Date (the "Diligence Period") to conduct
80 the following activities (the "Diligence Conditions"): (a) the Property inspection described in Section 3 below; and (b)
81 the document review described in Section 4 below.

82
83 b. If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
84 Diligence Conditions, or stated in writing that such Diligence Conditions have been satisfied, by notice given to Seller
85 within the time periods for the Diligence Conditions set forth above, this Agreement shall be deemed automatically
86 terminated, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further
87 obligation, right or remedy hereunder.

88
89 c. If Buyer waives the Diligence Conditions, then within three (3) days after such waiver Buyer and
90 Seller shall (i) execute the "Ground Lease" attached to this Agreement as Addendum A, and (ii) execute, notarize,
91 and record in the Columbia County Clerk's Office (real property records) the Memorandum of Ground Lease attached
92 to the Ground Lease. If at any time the Ground Lease is terminated in accordance with its terms, then
93 this Agreement shall be deemed automatically terminated effective as of the time and date that the Ground Lease is
94 terminated, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further
95 obligation, right or remedy hereunder.

96
97 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
98 the Property at reasonable times after reasonable prior notice to Seller to conduct any and all inspections, tests, and
99 surveys concerning hazardous materials, soils conditions, wetlands, zoning, and all other matters affecting the
100 suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the

Property including the economic feasibility of such purchase. In addition, at any time prior to Closing, Buyer may, at its sole discretion and expense: (a) commission a surveyor of Buyer's choice to prepare a survey of the Property; and (b) engage an environmental consultant of Buyer's choice to prepare a Phase I environmental site assessment of the Property and, if recommended by such consultant, obtain a Phase II environmental site assessment and perform any recommended testing. Seller shall facilitate Buyer's and its surveyor's and consultant's access to the Property and cooperate with Buyer's obtaining such survey, environmental site assessments, inspections, and permit and entitlement applications. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within five (5) days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents: Any and all documents, surveys, agreements, correspondence with public entities, studies, investigations, and other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are or come within Seller's possession or control, including, without limitation, surveys, building and site plans, environmental reports, Leases, service contracts, rent roll, operating statements for the previous two years and current year-to-date, and governmental notices.

5. Title Insurance. Within fourteen (14) days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have fourteen (14) days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within five (5) business days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. From and after the Execution Date Seller shall not allow any new liens, easements, or other encumbrances to be placed against title to the Property (collectively, "New Exceptions") without first obtaining Buyer's written approval, which may be granted or withheld in Buyer's sole discretion. Without the need for objection by Buyer, Seller shall, with respect to (x) New Exceptions, and (y) liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within five (5) business days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

6. Default; Remedies. If Buyer breaches any of its material contractual obligations under this Agreement, and such breach shall continue for a period of ten (10) days after written notice of such breach from Seller, then Seller's sole and exclusive remedies shall be the following: (i) if Buyer fails to close upon its acquisition of the Property, Seller shall be entitled to file suit for specific performance; and (ii) if Buyer breaches any other material obligation under this Agreement, Seller may sue to recover its actual, direct damages from such breach (and in no event shall Seller be entitled to punitive damages, if any, under this subsection (ii)).

If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any available

remedy against Seller, including without limitation, (i) to seek recovery of actual damages; or (ii) to pursue the remedy of specific performance. In no event shall Buyer be entitled to punitive damages, if any, resulting from the Seller's failure to close the sale of the Property.

7. Closing of Sale.

a. Provided that the Ground Lease has not been previously terminated (such that this Agreement has also terminated), then the sale of the Property shall be closed ("Closing"), in Escrow, on the date that is within one hundred eighty days (180) days after the date on which Seller delivers written notice to Buyer of the death of Wayne Weigandt (principal owner of the Seller) (the "Closing Date"), or such earlier date as the parties may mutually agree upon. Seller is obligated to deliver such notice to Buyer within ten (10) business days after Mr. Weigandt's actual death, and failure to deliver such notice shall constitute a breach by Seller under this Agreement. Additionally, at any time, Seller may provide written notice that it desires to proceed with closing prior to the Closing Date identified in the previous sentence (whether to accommodate a 1031 exchange opportunity, for such other reason as Seller may elect), and such date shall be the new "Closing Date," provided, however, that such new Closing Date must be at least 60-days after the date of Buyer's receipt of such notice (and such notice shall not be delivered more than 360 days before such accelerated Closing Date). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller. If Buyer fails to proceed with Closing on or before the Closing Date (as may be accelerated in this Section 7(a)), then provided such failure to close is not a result of Seller's material breach of this Agreement, then Buyer shall be deemed in default under this Agreement, and Seller may pursue the remedy of specific performance as provided herein above in Section 6. If Seller fails to proceed with Closing on or before the Closing Date (as may be accelerated in this Section 7(a)), then provided such failure to close is not a result of Buyer's material breach of this Agreement, then Seller shall be deemed in default under this Agreement, and Buyer may pursue the remedies provided herein above in Section 6.

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

c. At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory special warranty deed (the "Deed"), subject only to the Permitted Exceptions. At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance, including without limitation, delivering the Title Company's standard extended coverage owner's affidavit and acceptable evidence of LLC authorization of the sale. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, and interest on assumed obligations shall be prorated as of the Closing Date based on amounts collected. Seller shall use reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing Date, and will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid rents pursuant to the Ground Lease shall be prorated as of the Closing Date. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

203
204 9. Possession. Seller shall deliver exclusive possession of the Property, free and clear of all Leases and
205 Tenancies (other than the Ground Lease, which shall expire upon the Closing) existing as of the Closing Date and
206 the Permitted Exceptions, to Buyer on the Closing Date.

207
208 10. Condition of Property. Seller represents and warrants to Buyer that: (i) Seller has received no written
209 notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws") that were not
210 delivered to Buyer pursuant to Section 4 above; (ii) to the best of Seller's knowledge without specific inquiry, the
211 Property is not in violation of any Laws and there are no concealed material defects in the Property; (iii) Seller has
212 delivered complete copies of all Leases and service contracts for the Property to Buyer; and (iv) to the best of
213 Seller's knowledge, the documents prepared by Seller and delivered to Buyer pursuant to Section 4 are accurate in
214 all material respects;. All of the foregoing representations and warranties shall be deemed re-made as of the
215 Closing Date. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,
216 and Buyer shall bear such risk at and after Closing. Except for Seller's representations and warranties set forth in
217 this Section 10, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own
218 inspection and investigation in Buyer's acquisition of the Property. Seller's representations and warranties stated in
219 this Agreement shall survive Closing for one (1) year. If either (i) prior to Closing, or (ii) within the one (1) year post-
220 Closing survival period, Buyer discovers that any representation and warranty made by Seller that is of a material
221 nature is not true in any material respect, Buyer shall be entitled to pursue any available remedy against Seller,
222 including without limitation, (a) to seek recovery of actual damages; or (b) to pursue the remedy of
223 specific performance.

224
225 11. Condemnation or Casualty. If, prior to Closing, all or any material part of the Property is (a)
226 condemned or appropriated by public authority or any party exercising the right of eminent domain (other than the
227 City of St. Helens or an entity owned or controlled by the City of St. Helens), or is threatened thereby, then
228 this Agreement shall terminate. If there occurs a fire or other casualty causing material damage to the Property or
229 any material portion thereof, then this Agreement shall remain in effect and Seller shall assign to Buyer at Closing
230 Seller's entire right, title, and interest in the casualty insurance proceeds attributable to the portion of the property
231 destroyed. Seller will promptly notify Buyer as to the commencement of any such action or any communication from
232 a condemning authority (other than the City of St. Helens or an entity an entity owned or controlled by the City of St.
233 Helens) that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the response to or
234 defense of such actions.

235
236 12. Operation of Property. Between the Execution Date of this Agreement and the Commencement Date
237 of the Ground Lease, Seller shall: (i) continue to operate, maintain and insure the Property consistent with Seller's
238 current operating practices; (ii) provide Buyer with copies of any proposed new leases, agreements or contracts
239 described below; and (iii) not, without Buyer's prior written consent, which consent shall not be unreasonably
240 withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any
241 material amendments or modification agreements for any existing Leases or occupancy agreements for the
242 Property; or (c) any service contracts or other agreements affecting the Property that are not terminable prior to the
243 Commencement Date. The parties acknowledge that Buyer, upon the Commencement Date of the Ground Lease,
244 will have exclusive control of the Property from such execution date through the Closing Date (subject to and upon
245 the terms and provisions in the Ground Lease).

246
247 13. Assignment. Assignment of this Agreement: is PROHIBITED, without consent of Seller; provided, that
248 assignment of this Agreement by Buyer to an entity owned or controlled by Buyer or to a 1031 Exchange
249 accommodator is permitted without Seller's consent. If Seller's written consent is required for assignment, such
250 consent may be withheld in Seller's reasonable discretion. In the event of any assignment, Buyer shall remain liable
251 for all Buyer's obligations under this Agreement.

253 14. . Waiver of Jury Trial. **BUYER AND SELLER EACH WAIVE ANY RIGHT THEY MAY HAVE TO**
254 **TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE**
255 **OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS**
256 **LEASE, THE RELATIONSHIP OF BUYER AND SELLER, OR BUYER'S USE OR OCCUPANCY OF THE**
257 **PREMISES.**
258

259 15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
260 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an
261 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating
262 to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting
263 party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses
264 actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding,
265 the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on
266 any appeal or review, and shall be in addition to all other amounts provided by law.
267

268 16. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A
269 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE
270 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR
271 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
272 DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), IN ALL ZONES. BEFORE SIGNING OR
273 ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE
274 PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative
275 findings) AND 195.305 (Compensation for restriction of use of real property due to land use
276 regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424,
277 OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO
278 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
279 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY
280 PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY
281 ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to
282 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY
283 THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF
284 NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to
285 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to
286 land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER
287 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS
288 2 TO 7, CHAPTER 8, OREGON LAWS 2010.
289

290 17. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
291 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
292 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
293 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
294 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
295 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
296 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
297 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.
298

299 18. No Broker Involvement. Seller and Buyer each represent and warrant to the other that it has not
300 negotiated or dealt with any real estate broker, salesperson or agent in connection with the making of this
301 Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee,
302 commission or compensation to any such broker, salesperson or agent. Seller and Buyer agree to indemnify,
303 defend and hold each other, and their respective shareholders, directors, officers, members, managers, partners,

employees, agents, successors and assigns, harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any breach of the representation and warranty made by each respective party in this paragraph and any claim for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein. The provisions of this paragraph shall survive Closing and any termination of this Agreement.

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

20. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

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

22. Existing Leases. Prior to Buyer informing Seller that Buyer intends to waive its Diligence Period review pursuant to Section 2(b) above, and proceed to execute the Ground Lease, Buyer may also provide a separate written notice to Seller instructing Seller to terminate existing leases at the Property ("Notice to Terminate Leases"). Seller shall have thirty-five (35) days from the date it receives Buyer's Notice to Terminate Leases, within which to terminate all Leases at the Property, and to cause all tenants and occupants at the Property to remove all of their personal property and fixtures from the Property, so that Buyer takes exclusive possession of the Property upon the Commencement Date under the Ground Lease (as defined herein) free and clear of existing leasehold interests and tenant personal property. If Seller is unable to fulfill this condition before the later of (i) the expiration of the Diligence Period, or (ii) the 35th day after receipt of the Notice to Terminate Leases, the Diligence Period will be extended until the business day after Seller has completed its obligations under this Section 22.

23. Reserved.

24. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

Addendum A – Form of Ground Lease
Exhibit A – Legal Description of Property

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

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

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

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

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING.

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

Buyer The City of St. Helens, Oregon, an Oregon municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Seller 1771ColumbiaBlvd, LLC

By: _____
Name: Wayne Weigandt
Title: Sole Member and Manager
Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

