



AUCTION MANAGEMENT CORPORATION

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AUCTION REAL ESTATE SALES AGREEMENT (Auction PSA Yakima 2020-1004)

Property # _____ DATE: October 28, 2020

As a result of the efforts of AUCTION MANAGEMENT CORPORATION, hereinafter referred to as "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying in Yakima County, WA,

being more particularly described in Exhibit A (a copy of which is attached hereto and incorporated herein by reference), together with any systems or fixtures as may be attached thereto, all improvements thereon and appurtenances thereto, hereinafter referred to as the "Property".

The Purchase Price of the Property is \$ _____

(\$ _____) Dollars, to be paid by certified or cashier's check to Seller, in full, at closing.

The Purchase Price is the sum of the bid amount of \$ _____

plus a premium of ten (10%) percent of the bid amount or \$ _____.

Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. This offer remains binding and irrevocable by Purchaser through _____ at 5:00 PM PST. If this contract is not executed by Seller prior thereto the earnest money deposit shall be refunded to Purchaser and this agreement shall be null and void.

Purchaser shall pay to Fidelity Title Company, (hereinafter "Holder") within 24 hours of completion of auction the sum of \$ _____ (20% of the Purchase Price), as earnest money, which earnest money is to be promptly deposited into Holder's non-interest bearing escrow account at an FDIC-approved bank, and is to be applied as part payment of the purchase price at time of closing. Any earnest money paid by other than cash or certified funds will not be refunded, if applicable, until such time as the deposited funds have fully cleared payor bank. The parties hereto understand and acknowledge that disbursement of earnest money held by Holder may occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; (d) upon failure of the parties to enter into a binding agreement; (e) the failure of a contingency; or (f) upon failure of either party to fulfill the obligations contained in this Agreement. Within fifteen (15) days of written demand for all or any portion of the earnest money Holder may either (a) Notify all other parties to the transaction of the demand, in writing, following the procedures outlined hereinbelow; (b) release all or a portion of the earnest money to one or more parties; or (c) commence an interpleader action. If Holder elects (a), notice will include a copy of the demand and provide that (i) the parties have twenty (20) days from the date of the Holder's notice to notify Holder of their objection to the release of the earnest money; and (ii) that failure to deliver a timely written objection will result in Holder's release of the earnest money to the demanding party in accordance with the demand. Holder's notice will specify an address where written objection to the release of earnest money must be sent. If Holder receives a written objection or inconsistent demand from another party to the transaction within the twenty (20) day period, Holder will not release the funds to any party and will commence an interpleader action within sixty (60) days unless the parties provide subsequent consistent instructions authorizing disbursement or agree to postpone commencement of the interpleader for a specific time period. Under (b) above, based upon a reasonable interpretation of the Agreement, Holder may disburse all, or a portion, of the earnest money and, if a portion, reserve the right to proceed based upon (a) or (c) with regard to the portion not disbursed.

Interpleader: If Holder interpleads any of the earnest money into a court of competent jurisdiction Holder shall be reimbursed for and may deduct its reasonable attorney's fees and costs from any funds interpleaded. The prevailing party in the interpleader lawsuit shall be entitled to collect its reasonable attorney's fees and costs in addition to the amount deducted by Holder to cover Holder's attorney's fees and costs from the non-prevailing party.

Hold Harmless: All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

Seller states that Seller presently has title to said Property, and at the time the sale is consummated agrees to convey insurable title to said Property to Purchaser by Warranty Deed, unless the sale is made from an Estate or on behalf of a decedent's Trust in which case by Bargain and Sale Deed, subject only to (1) all title matters of record as of the date of closing, including rights, reservations, covenants, conditions and restrictions presently of record and general to the area; and reserved oil and/or mining rights, (2) matters affecting title that would be disclosed by an accurate survey of the property, and (3) all taxes not yet due and payable. In the event there are leases on the property, Purchaser agrees to assume Seller's responsibility thereunder to the tenant(s) and broker(s) who negotiated such leases. Prior to

the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser's review a commitment for title insurance (the "Title Commitment") for an Owner's policy of Title Insurance issued by Fidelity Title Company as agent for Chicago Title Insurance Company (the "Title Company"). The parties agree that the Title Insurance company shall issue a standard form Owner's policy (unless Purchaser pays the added premium for extended coverage) consistent with the Title Commitment, naming Purchaser as the insured and updating the effective date of the Title Commitment, with no exclusions other than the Schedule B Exceptions and Special Exceptions therein. Seller shall not be obligated to cure or satisfy any new requirements and exceptions contained on the updated title commitment. If title cannot be conveyed in accordance with the Title Commitment prior to the Closing Date, then as Purchaser's sole and exclusive remedy the earnest money shall, unless Purchaser elects to waive such defects or encumbrances, be refunded to the Purchaser, less any unpaid costs described in this Agreement, and this Agreement shall be terminated. Purchaser shall have no right to specific performance or damages as a result of Seller's inability to provide insurable title.

PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (i) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, , (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND OTHER APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, WITHOUT LIMITATION, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261. PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE (OR DOES HEREBY WAIVE): (i) INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES; AND/OR (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN. SELLER DISCLOSURE, SOMETIMES KNOWN AS FORM 17 IN THE STATE OF WASHINGTON, WILL NOT BE PROVIDED IF THE SALE IS FROM THE PERSONAL REPRESENTATIVE OF AN ESTATE.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated. Seller states that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then both Purchaser and Seller retain the right to cancel or negotiate the contract. Unless specifically represented on Exhibit B, no warranties, treatments, nor repairs are to be made by the Seller.

Real estate taxes and assessments on the Property shall be prorated as of the date of closing. Sale shall be closed at the offices of Fidelity Title Company, 117 North 4th Street Yakima, WA 98901, attn: Christina Hennessy, christina@fitico.com, 509-248-6210 ("Closing Agent") for the purposes of this Agreement, Holder and Closing Agent are the same entity. Seller shall pay auctioneer commission (which has been charged as the premium to Purchaser), deed preparation, Owners Title Policy fees, transfer tax and reasonable title corrective expenses. Purchaser shall pay all other closing costs including escrow and closing fees charged by Holder/ Closing Agent not to exceed \$1000, , recording fees, and all of Purchaser's attorney fees (should Purchaser choose representation). Unless specified otherwise in Exhibit B, sale shall be closed on or before 30 days from the date hereof (the "Closing Date"). Auctioneer is acting as agent for the Seller, not as Purchaser's agent. Time is of the essence.

Paul Berndt of Berkshire Hathaway HomeServices Central Washington Real Estate (hereinafter "Listing Broker"), and Auctioneer represent the Seller. If Purchaser has retained a Broker, such Broker, ("Buyer's Broker") represents the Purchaser. Buyer's Broker's

Firm, Buyer's Broker's Firm's Designated Broker, Buyer's Broker's Firm's Branch Manager (if any) and Buyer's Broker's Managing Broker (if any) represent the same party that Buyer's Broker represents. Listing Broker's Firm, Listing Broker's Firm's Designated Broker, Listing Broker's Managing Broker represents the same party that the Listing Broker represents. If Buyer's Broker is affiliated with Listing Broker's Firm, both Purchaser and Seller confirm their consent to Listing Firm's Designated Broker and Managing Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

Any notice related to this Agreement must be in writing. Notices to Seller must be signed by Purchaser and shall be deemed to be delivered only when such notice is received by Seller, Auctioneer, or at the office of Listing Broker. Notices to Purchaser must be signed by Seller and shall be deemed to be delivered only when such notice is received by Purchaser or at the office of Buyer's Broker. All documents relating to this Agreement shall be delivered pursuant to this paragraph. Email notice of any document or notice shall constitute delivery only when the email is sent to Auctioneer at info@amcbid.com, Listing Broker at notice@bhhscentral.com, and Buyer's Broker (if any) at email specified in signature block at the end of this Agreement.

Should Seller fail to perform or otherwise be in default hereunder for any reason other than a title defect, Seller shall pay the full commission to Auctioneer immediately, the earnest money shall be refunded to Purchaser, and Purchaser shall be entitled to all remedies available in law and equity, including, without limitation, specific performance. Should Purchaser fail to perform or otherwise be in default hereunder, that portion of the earnest money that does not exceed five (5%) percent of the Purchase Price shall be retained by Seller and Auctioneer as full liquidated damages. Such liquidated damages are deemed to be a reasonable pre-estimate of actual damages, which are difficult to ascertain and are not a penalty. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Purchaser specifically agrees that, at Auctioneer's sole option and discretion, any unresolved claim arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Purchaser and Auctioneer shall each pick an arbitrator. The two chosen arbitrators shall choose a third arbitrator. The decision of this panel of arbitrators shall be final and may be enforced by any court having jurisdiction thereof. This panel of arbitrators shall assess the cost and payment of the arbitration.

Possession of the premises shall be granted by Seller to Purchaser no later than the date of closing, subject to any leases.

() Special stipulations are continued in Exhibit B, if any, attached hereto and made a part hereof. (This provision is not applicable if not checked and Exhibit B not attached.)

This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached and signed by all parties hereto. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

Purchaser _____ Date _____ Seller: The Estate of Gary J Trepanier
Purchaser _____ Date _____ By: _____ Date _____
Address _____ Russell J. Mazzola
Personal Representative of the Estate of Gary J Trepanier
City, State, Zip _____ Listing Broker: Paul Berndt Lic #: 23529
Berkshire Hathaway HomeServices
Central Washington Real Estate
Lic # 17309
Buyer's Broker: _____ PBerndt@BHHSCentral.com
509-966-3030
Buyer's Broker (Printed) _____ 4112 Summitview Ave
Yakima, Washington 98908
Buyer's Broker Firm: _____
Buyer's Broker agrees to be bound by the terms of the Auction as set forth in the Auction Materials for the auction ending October 28, 2020.
Buyer's Broker Email: _____
License Number: Buyer's Broker: _____ Firm: _____
Phone # _____
Address _____

City, State, Zip _____
