

WHEN RECORDED RETURN TO:

William Pruett

Po Box 1354

White Salmon, WA 98672

DOCUMENT TITLE(S)

Real Estate Contract

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Ronald Lethco

☐ Additional names on page _____ of document.

GRANTEE(S):

William Pruett

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Sec. 14 T.3 N., R.9 E.W.M

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03091430100100

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date: 9-6-16
2. Buyer: Charging Farm, LLC
3. Seller: Ron Lethco & Judy Lethco
4. Property: Tax Parcel No(s): 03091430100100 (Skamania County, Washington)
5. Street Address: 221 Rist Rd., Cook, WA 98605
6. Legal Description: _____
7. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert; ☐ wood stove; ☐ satellite dish; ☐ security system; ☐ other _____
8. Purchase Price: \$75,000.00
9. Down Payment: \$25,000.00 via wire transfer
10. Default: Seller keeps down payment
11. Closing Date: _____
12. Possession Date: on Closing;
13. Offer Expiration Date: _____

[Signature] 9-6-16
 Buyer's Signature _____ Date _____
 Buyer's Signature _____ Date _____
PO Box 1354
 Buyer's Address _____
White Salmon, WA 98672
 City, State, Zip _____
330-263-0996
 Phone No. _____
willowcruet@gmail.com
 Buyer's E-mail Address _____

_____ Date _____
 Seller's Signature _____ Date _____
 _____ Date _____
 Seller's Address _____

 City, State, Zip _____

 City, State, Zip _____

 Phone No. _____ Fax No. _____

 Phone No. _____ Fax No. _____

 Seller's E-mail Address _____

SKAMANIA COUNTY
 REAL ESTATE EXCISE TAX
32159
 OCT 19 2016

PAID \$1,152.50
[Signature]
 SKAMANIA COUNTY TREASURER

Initials: BUYER: WP Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

This Agreement is made by and between Ron and Judy Lethco ("Seller") and Charging Farm, LLC, a Washington State Limited Liability Company with a personal guarantee from William Pruett ("Buyer") for purchase and sale of that certain real property situated in Skamania County, Washington and described above, and all rights appurtenant thereto, together with all buildings, fixtures and other improvements thereon, and all furniture, fixtures equipment and other personal property situated thereon owned by Seller and used in the operation of the real property including without limitation the items of personal property listed below (the "Property").

1. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

The total purchase price for the Property is: seventy five thousand dollars and no cents Dollars (US\$75,000.00) which amount, including the Deposit, shall be paid in cash upon closing.

2. **Down Payment.** Buyer shall deliver the Down Payment within two (2) days after mutual acceptance of this Agreement to Seller via wire transfer. This Agreement is not considered finalized until the down payment clears seller's bank account without incident.

Buyer hereby deposits with Seller, the receipt of which is hereby acknowledged by Seller, a wire transfer in the amount of twenty five thousand dollars and zero cents Dollars (\$25,000.00) as a down payment.

3. **Included Items.** Any of the following items, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or before Closing.

4. **Conveyance of Title.** On closing, Seller shall execute and deliver to Buyer a statutory warranty deed conveying good and marketable title to the Property free and clear of any defects or encumbrances except for the lien of real estate taxes for the current calendar year not yet due and payable. Rights reserved in federal patents or state deeds and building

Initials: BUYER: WR Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

or use restrictions general to the district will be permitted encumbrances or defects, not subject to disapproval by Buyer.

- 5. Risk of Loss; Insurance; Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller until the date of closing or until Buyer takes possession of the Property, whichever date is earlier. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the date upon which Buyer assumes the risk, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller, and such termination shall be effective ten (10) days thereafter; provided, however, that such termination shall not be effective if Seller agrees in writing within such ten (10) day period to restore the Property substantially to its present condition by the closing date.

If the Property is or becomes the subject of a condemnation proceeding prior to closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the termination date, and upon such termination the Deposit shall be returned to Buyer and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total purchase price shall be reduced by the total of any condemnation award received by Seller at or prior to closing. On closing, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

- 6. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

- 7. Closing and Possession.** This sale shall be closed on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the transaction shall close on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the

Initials: BUYER: WD Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. This sale shall be closed not later than August 31 2016, which shall be the termination date.

8. Proration's; Closing Costs. Taxes and assessments for the current year, collected rents, interest, prepaid premiums for insurance to be assigned to Buyer, if any, utilities constituting liens and other items of income and direct expense relating to the Property (including without limitation existing service or supply contracts, owner's association dues, etc.) shall be the Buyer's responsibility as of the date of closing. Buyer shall pay the cost of recording the statutory warranty deed, the amount of any assumption fees or charges agreed to be paid by Buyer herein, and sales tax applicable to personal property, if any. If any personal property taxes have been levied or assessed against the personal property, such taxes payable during the calendar year in which this sale closes shall be paid in full by Buyer and taxes payable during the following calendar year shall be prorated as if they were payable during the current calendar year. All such personal property taxes shall be determined and paid on a quick-collect basis at closing.

9. Possession. Buyer shall be entitled to possession upon closing.

10. Seller's Representations and Warranties. In addition to other representations herein, Seller represents and warrants to Buyer as of the date of closing that:

- i. Seller, and the person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder;
- ii. The Property is not subject to any leases, tenancies or rights of persons in possession, and any personal property is owned by Seller free and clear of any liens or encumbrances;
- iii. Neither the Property nor the sale of the Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Property or the use occupancy or condition thereof;
- iv. Seller is unaware of any material defect in the Property;
- v. All persons and corporations supplying labor, materials and equipment to the Property have been paid and there are no claims of liens;
- vi. There are no currently due and payable assessments for public improvements against the Property and Seller is not aware of any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation;
- vii. The Property has legal access to all streets adjoining the Property;
- viii. Seller has good and marketable title to the property;

Initials: BUYER: WP Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

- ix. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code; and
- x. Seller has not received notification of any kind from any agency suggesting that the Property is or may be targeted for a governmental cleanup. To the best of Seller's knowledge, neither the Property nor any portion thereof is or has been used as a landfill, waste storage or disposal site, or for the storage or disposal of any chemicals, petroleum or oil products, or hazardous or dangerous wastes or substances.
- xi. The Property is not within any designated a critical area nor otherwise specially classified or protected by any governmental designation not common to other properties within its zoning classification.
- xii. All information and documentation relevant to the construction of the improvements and any alterations thereof has been provided to Buyer.

11. Buyer's Authority. Buyer represents and warrants to Seller that at the date of execution hereof and at the date of closing Buyer, and the person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken.

12. Assignment of Warranties and Service and Supply Contracts. On closing, Seller shall assign to Buyer all rights and benefits, if any, now or hereafter held by Seller under any warranties of any kind, express or implied, made or furnished by the manufacturers, suppliers or vendors of any material used in construction of the improvements on the Property or any furniture, appliances or equipment to be purchased by Buyer hereunder, and shall assign to Buyer all rights and benefits or under any present or future contract for services or supplies used in or about the Property, such assignments to be self-operative without the need for any further written document; provided, however, that at Buyer's request Seller shall execute any instruments and cooperate with Buyer as reasonably required to evidence or enforce such assignments. Seller will sign any documents, join in any action, and otherwise cooperate with Buyer in enforcing any such warranties or contracts, provided that such documents and cooperation does not result in any cost or liability to Seller. Seller hereby designates and appoints Buyer as its true and lawful attorney, with full power of substitution in its name, to demand, collect, sue upon, receipt for, and otherwise dispose of or deal with any claims, payments, settlements or compromises which may be made with respect to any warranties transferred to Buyer hereunder. Buyer shall not be obligated to accept or assume Seller's obligations under any supply or service contract hereby assigned.

13. Default. Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer may seek specific performance of this Agreement, damages or rescission and Buyer shall be entitled to return of the Deposit on demand. If Buyer defaults, the Deposit shall be

Initials: BUYER: WR Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

forfeited on demand by Seller as liquidated damages and upon payment thereof to Seller, Buyer shall have no further obligations or liability hereunder. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

- 14. Notices.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be effective when personally delivered or if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.
- 15. Sellers Disclosures.** BUYER EXPRESSLY WAIVES THE RIGHT TO RECEIVE THE SELLERS DISCLOSURES.
- 16. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- 17. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.
- 18. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a

Initials: BUYER: WQ Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

signature in electronic form has the same legal effect and validity as a handwritten signature.

- 19. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent.
- 20. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- 21. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer. If this offer is not so accepted.
- 22. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse.
- 23. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- 24. Information Verification Period and Property Condition Disclaimer.** Buyer has already had the opportunity to verify all information provided from Seller related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to

Initials: BUYER: WR Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

Buyer and Seller. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. BUYER AGAIN WAIVES EXPRESSLY WAIVES THE RIGHT TO RECEIVE SELLERS DISCLOSURES.

25. General. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the state in which the Property is located shall govern this Agreement. This agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

26. Counterparts. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically.

27. Survival of Warranties. The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Initials: BUYER: WP Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed

Date: 9-6-16

Date: _____


(Signature)

(Signature)

William A. Pruett
(Written Name)

(Written Name)

Buyer
(Buyer or Seller)

(Buyer or Seller)

PO Box 1354
(Address)

(Address)

White Salmon, WA 98672
(City, State Zip)


(City, State Zip)

530-263-0996
(Phone)

(Phone)

willpruett@gmail.com
(E-Mail)

(E-Mail)

Date: <u>9-6-16</u>	Date: _____
 (Signature)	(Signature)
<u>William A. Pruett</u> (Written Name)	(Written Name)
<u>Buyer</u> (Buyer or Seller)	(Buyer or Seller)
<u>PO Box 1354</u> (Address)	(Address)
<u>White Salmon, WA 98672</u> (City, State Zip)	(City, State Zip)
<u>530-263-0996</u> (Phone)	(Phone)
<u>willpruett@gmail.com</u> (E-Mail)	(E-Mail)

Initials: BUYER: WP Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

STATE OF WASHINGTON)

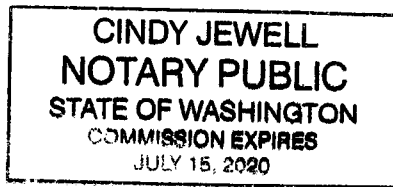
Klickitat) ss
County of Washington)

William Prueitt, being first duly sworn on oath, depose and say: I am the Buyer (buyer/seller) and make this verification for and on its behalf; that I have read the above and foregoing Real Estate Purchase and Sales Agreement, know the contents thereof, and believe the same to be true.

[Signature]
Signature

N/A
Signature

SUBSCRIBED AND SWORN to before me this 10 day of September, 2016.



Cindy Jewell
NOTARY PUBLIC in and for the
State of Washington, residing at 1011 S. 1st St.
My Commission expires: July 15, 2020

STATE OF WASHINGTON)

) ss
County of Washington)

_____, being first duly sworn on oath, depose and say: I am the _____ (buyer/seller) and make this verification for and on its behalf; that I have read the above and foregoing Real Estate Purchase and Sales Agreement, know the contents thereof, and believe the same to be true.

Signature

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

NOTARY PUBLIC in and for the
State of Washington, residing at _____
My Commission expires: _____

Initials: BUYER: _____ Date: _____ SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

SELLER FINANCING ADDENDUM

The following is part of the Purchase and Sale Agreement dated 9-6-16 between Charging Farm, LLC with William Pruett as representative for Charging Farm, LLC ("Buyer") and Ron and Judy Lethco ("Seller") concerning 221 Rist Road, Cook WA, 98605 ("the Property").

1. GENERAL TERMS:

A. Limited Use. This Addendum may only be used for transactions meeting the following requirements:

- i. Seller must be a natural person (and not a loan originator), estate or trust;
- ii. Seller must not have financed the sale of another property within the past 12 months;
- iii. Seller must not have constructed or acted as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business;
- iv. The repayment schedule must not result in a negative amortization; and
- v. The financing must have a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases.

B. Attorney Review. Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within five (5) days of mutual acceptance, this contingency shall be deemed satisfied (waived).

C. Attorney Review of Non-Standard Provisions. If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within ten (10) days of mutual acceptance, this Agreement shall terminate.

D. No Further Indebtedness. Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. Seller understands that Seller's security interest in the Property may be inferior to a third party's interest in the Property such as a prior lender.

E. Waiver Required. Seller and Buyer acknowledge that Seller is required to obtain a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3) and the Agreement is conditioned on Seller's receipt of such waiver. Seller will use Seller's reasonable best efforts to obtain a waiver.

2. **LOAN FROM SELLER AT CLOSING:** A portion of the total purchase price for the Property shall be paid through financing provided by Seller pursuant to a Real estate

Initials: BUYER: WJ Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

contract, to be specified prior to Closing. The form(s) shall be as specified in the Agreement.

3. SELLER FINANCED AMOUNT: The total purchase price ("Purchase Price") shall be paid as follows:

- A. approximate amount of cash (including earnest money): \$
- B. approximate amount of loan proceeds obtained from lenders or third parties and existing obligations to be assumed or taken subject to (such obligations to be current at Closing): \$
- C. exact amount financed by Seller: \$

Buyer represents that the total amount of debt against the Property at Closing, including the amount financed by Seller, will not exceed the Purchase Price.

4. PAYMENT PROVISIONS: Interest rate 7% per annum; interest to accrue from Closing if not filled in; payments to be made monthly, payment amount to be \$1,000.00; payments to begin on the first day of the first full month following Closing, and like payments on the same day of each future month in which installments are due. Prepayment shall be permitted at any time without penalty. (If Buyer may prepay at any time without penalty, then Buyer shall be permitted to pay any specified payment amount "or more," and the payment dates shall be modified so that payments may be made "on or before" the required dates.) The additional provisions below shall also apply:

- A. Specific Payment Terms. Sellers is financing \$50,000.00 at 7% interest to be paid at \$1,000.00 a month for 60 months.
- B. Late Payment. If not provided in the specified form agreement, Buyer shall pay a late payment penalty of \$50.00 on any payment made more than 10 days late, and after default, interest shall accrue on the unpaid balance at the highest legal rate, but not higher than any rates permitted under usury or similar laws.
- C. Due on Sale. A "due on sale" provision shall be included. If included, the provision shall be the optional due on sale provision in LPB Form 44 (1988), except if a note and deed of trust are to be used, any reference to "Contract" shall be changed to "Note and/or Deed of Trust".
- D. Timber. Unless otherwise agreed in writing, Buyer shall not remove commercial timber without the written consent of Seller, at Seller's discretion.

5. SELLER REVIEW OF BUYER'S FINANCIAL ABILITY: Seller's agreement to accept seller financing under the terms stated above is contingent upon Seller's review and approval, in Seller's sole discretion, of each of the following items

- A. credit report of Buyer issued within 10 days of mutual acceptance;
- B. copies of income tax returns for the years 2015 and 2014;

Initials: BUYER: WJ Date: 9.6.16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

6. REMAINDER OF AGREEMENT UNCHANGED: All other terms and conditions of the Agreement shall remain the same.


NOTE REGARDING LEGAL EFFECT: This is a binding document, and both Buyer and Seller are advised to obtain legal advice prior to execution of this Addendum.

Seller Signature

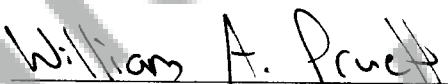
Seller Written Name

Seller Signature

Seller Written Name



Buyer Signature



~~Seller~~ Written Name
Buyer

Buyer Signature

Seller Written Name

Initials: BUYER: WP Date: 9-6-16 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

Total Sell Price: \$75,000.00
 Down Payment: \$25,000.00
 Financed by
 Owner: \$50,000.00
 Interest Rate: 7.00%
 Length of Loan 5 Years
 Payments Per
 Year 12
 Total Payments 60

Payment Number	Payment	Principle	Additional Principle	Interest	Balance
1	(\$990.06)	(\$698.39)		\$9.94 (\$291.67)	\$49,291.67
2	(\$990.06)	(\$702.47)		\$9.94 (\$287.59)	\$48,579.26
3	(\$990.06)	(\$706.56)		\$9.94 (\$283.49)	\$47,862.75
4	(\$990.06)	(\$710.69)		\$9.94 (\$279.37)	\$47,142.13
5	(\$990.06)	(\$714.83)		\$9.94 (\$275.23)	\$46,417.36
6	(\$990.06)	(\$719.00)		\$9.94 (\$271.06)	\$45,688.41
7	(\$990.06)	(\$723.20)		\$9.94 (\$266.86)	\$44,955.28
8	(\$990.06)	(\$727.41)		\$9.94 (\$262.65)	\$44,217.92
9	(\$990.06)	(\$731.66)		\$9.94 (\$258.40)	\$43,476.32
10	(\$990.06)	(\$735.93)		\$9.94 (\$254.18)	\$42,730.46
11	(\$990.06)	(\$740.22)		\$9.94 (\$249.84)	\$41,980.30
12	(\$990.06)	(\$744.54)		\$9.94 (\$245.52)	\$41,225.82
13	(\$990.06)	(\$748.88)		\$9.94 (\$241.18)	\$40,467.00
14	(\$990.06)	(\$753.25)		\$9.94 (\$236.81)	\$39,703.81
15	(\$990.06)	(\$757.64)		\$9.94 (\$232.42)	\$38,936.23
16	(\$990.06)	(\$762.06)		\$9.94 (\$228.00)	\$38,164.23
17	(\$990.06)	(\$766.51)		\$9.94 (\$223.55)	\$37,387.78
18	(\$990.06)	(\$770.98)		\$9.94 (\$219.08)	\$36,606.86
19	(\$990.06)	(\$775.48)		\$9.94 (\$214.58)	\$35,821.45
20	(\$990.06)	(\$780.00)		\$9.94 (\$210.06)	\$35,031.51
21	(\$990.06)	(\$784.55)		\$9.94 (\$205.51)	\$34,237.02
22	(\$990.06)	(\$789.13)		\$9.94 (\$200.93)	\$33,437.95
23	(\$990.06)	(\$793.73)		\$9.94 (\$196.33)	\$32,634.28
24	(\$990.06)	(\$798.36)		\$9.94 (\$191.70)	\$31,825.98
25	(\$990.06)	(\$803.02)		\$9.94 (\$187.04)	\$31,013.02
26	(\$990.06)	(\$807.70)		\$9.94 (\$182.36)	\$30,195.38
27	(\$990.06)	(\$812.41)		\$9.94 (\$177.65)	\$29,373.03
28	(\$990.06)	(\$817.15)		\$9.94 (\$172.91)	\$28,545.94
29	(\$990.06)	(\$821.92)		\$9.94 (\$168.14)	\$27,714.08
30	(\$990.06)	(\$826.71)		\$9.94 (\$163.35)	\$26,877.43
31	(\$990.06)	(\$831.54)		\$9.94 (\$158.52)	\$26,035.95
32	(\$990.06)	(\$836.39)		\$9.94 (\$153.67)	\$25,189.63

Initials: BUYER: WQ Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

33	(\$990.06)	(\$841.26)	\$9.94	(\$148.79)	\$24,338.42
34	(\$990.06)	(\$846.17)	\$9.94	(\$143.89)	\$23,482.31
35	(\$990.06)	(\$851.11)	\$9.94	(\$138.95)	\$22,621.26
36	(\$990.06)	(\$856.07)	\$9.94	(\$133.99)	\$21,755.25
37	(\$990.06)	(\$861.07)	\$9.94	(\$128.99)	\$20,884.24
38	(\$990.06)	(\$866.09)	\$9.94	(\$123.97)	\$20,008.21
39	(\$990.06)	(\$871.14)	\$9.94	(\$118.92)	\$19,127.13
40	(\$990.06)	(\$876.22)	\$9.94	(\$113.84)	\$18,240.96
41	(\$990.06)	(\$881.33)	\$9.94	(\$108.72)	\$17,349.69
42	(\$990.06)	(\$886.48)	\$9.94	(\$103.58)	\$16,453.27
43	(\$990.06)	(\$891.65)	\$9.94	(\$98.41)	\$15,551.69
44	(\$990.06)	(\$896.85)	\$9.94	(\$93.21)	\$14,644.90
45	(\$990.06)	(\$902.08)	\$9.94	(\$87.98)	\$13,732.88
46	(\$990.06)	(\$907.34)	\$9.94	(\$82.72)	\$12,815.60
47	(\$990.06)	(\$912.64)	\$9.94	(\$77.42)	\$11,893.02
48	(\$990.06)	(\$917.96)	\$9.94	(\$72.10)	\$10,965.12
49	(\$990.06)	(\$923.31)	\$9.94	(\$66.75)	\$10,031.87
50	(\$990.06)	(\$928.70)	\$9.94	(\$61.36)	\$9,093.23
51	(\$990.06)	(\$934.12)	\$9.94	(\$55.94)	\$8,149.17
52	(\$990.06)	(\$939.57)	\$9.94	(\$50.49)	\$7,199.67
53	(\$990.06)	(\$945.05)	\$9.94	(\$45.01)	\$6,244.68
54	(\$990.06)	(\$950.56)	\$9.94	(\$39.50)	\$5,284.18
55	(\$990.06)	(\$956.10)	\$9.94	(\$33.96)	\$4,318.13
56	(\$990.06)	(\$961.68)	\$9.94	(\$28.38)	\$3,346.51
57	(\$990.06)	(\$967.29)	\$9.94	(\$22.77)	\$2,369.28
58	(\$990.06)	(\$972.93)	\$9.94	(\$17.13)	\$1,386.41
59	(\$990.06)	(\$978.61)	\$9.94	(\$11.45)	\$397.86
60	(\$990.06)	(\$984.32)	\$9.94	(\$5.74)	(\$596.40)

Initials: BUYER: WJ Date: 9-6-16 SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. **Date:** _____
2. **Buyer:** Charging Farm, LLC
3. **Seller:** Ron Lethco & Judy Lethco
4. **Property:** Tax Parcel No(s): 03091430100100 (Skamania County, Washington) DN
5. **Street Address:** 221 Rist Rd., Cook, WA 98605
6. **Legal Description:** Sec. 14 T.3 N., R.9 E.W.M
7. **Included Items:** ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert; ☐ wood stove; ☐ satellite dish; ☐ security system; ☐ other _____
8. **Purchase Price:** \$75,000.00
9. **Down Payment:** \$25,000.00 via wire transfer
10. **Default:** Seller keeps down payment
11. **Closing Date:** _____
12. **Possession Date:** on Closing;
13. **Offer Expiration Date:** _____

Buyer's Signature _____ Buyer's Signature _____ Buyer's Address _____ City, State, Zip _____ Phone No. _____ Buyer's E-mail Address _____	Date _____ Seller's Signature <u>Ron Lethco</u> <u>Sept. 20, 2016</u> Date _____ Seller's Signature <u>Judy Lethco</u> <u>Sept 23, 2016</u> Date _____ Seller's Address <u>12981 C.R. 465 Colcord, OK. 74338</u> City, State, Zip <u>Colcord, OK. 74338</u> Phone No. _____ Fax No. _____ Seller's E-mail Address _____
--	---

**SKAMANIA COUNTY
REAL ESTATE EXCISE TAX**

OCT 19 2016

PAID _____
 SKAMANIA COUNTY TREASURER

Initials: BUYER: _____ Date: _____ SELLER: R&L Date: Sept. 20, 2016
 BUYER: _____ Date: _____ SELLER: J&L Date: Sept 20 - 2016

This Agreement is made by and between Ron and Judy Lethco ("Seller") and Charging Farm, LLC, a Washington State Limited Liability Company with a personal guarantee from William Pruett ("Buyer") for purchase and sale of that certain real property situated in Skamania County, Washington and described above, and all rights appurtenant thereto, together with all buildings, fixtures and other improvements thereon, and all furniture, fixtures equipment and other personal property situated thereon owned by Seller and used in the operation of the real property including without limitation the items of personal property listed below (the "Property").

1. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

The total purchase price for the Property is: seventy five thousand dollars and no cents Dollars (US\$75,000.00) which amount, including the Deposit, shall be paid in cash upon closing.

2. **Down Payment.** Buyer shall deliver the Down Payment within two (2) days after mutual acceptance of this Agreement to Seller via wire transfer. This Agreement is not considered finalized until the down payment clears seller's bank account without incident.

Buyer hereby deposits with Seller, the receipt of which is hereby acknowledged by Seller, a wire transfer in the amount of twenty five thousand dollars and zero cents Dollars (\$25,000.00) as a down payment.

3. **Included Items.** Any of the following items, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or before Closing.
4. **Conveyance of Title.** On closing, Seller shall execute and deliver to Buyer a statutory warranty deed conveying good and marketable title to the Property free and clear of any defects or encumbrances except for the lien of real estate taxes for the current calendar year not yet due and payable. Rights reserved in federal patents or state deeds and building

Initials: BUYER: _____ Date: _____ SELLER: REX Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: J.A.L Date: 09-20-2016

or use restrictions general to the district will be permitted encumbrances or defects, not subject to disapproval by Buyer.

- 5. Risk of Loss; Insurance; Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller until the date of closing or until Buyer takes possession of the Property, whichever date is earlier. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the date upon which Buyer assumes the risk, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller, and such termination shall be effective ten (10) days thereafter; provided, however, that such termination shall not be effective if Seller agrees in writing within such ten (10) day period to restore the Property substantially to its present condition by the closing date.

If the Property is or becomes the subject of a condemnation proceeding prior to closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the termination date, and upon such termination the Deposit shall be returned to Buyer and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total purchase price shall be reduced by the total of any condemnation award received by Seller at or prior to closing. On closing, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

- 6. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

- 7. Closing and Possession.** This sale shall be closed on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the transaction shall close on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the

Initials: BUYER: _____ Date: _____ SELLER: REL Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: RJAL Date: 09-20-2016

Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. This sale shall be closed not later than August 31 2016, which shall be the termination date.

8. Proration's; Closing Costs. Taxes and assessments for the current year, collected rents, interest, prepaid premiums for insurance to be assigned to Buyer, if any, utilities constituting liens and other items of income and direct expense relating to the Property (including without limitation existing service or supply contracts, owner's association dues, etc.) shall be the Buyer's responsibility as of the date of closing. Buyer shall pay the cost of recording the statutory warranty deed, the amount of any assumption fees or charges agreed to be paid by Buyer herein, and sales tax applicable to personal property, if any. If any personal property taxes have been levied or assessed against the personal property, such taxes payable during the calendar year in which this sale closes shall be paid in full by Buyer and taxes payable during the following calendar year shall be prorated as if they were payable during the current calendar year. All such personal property taxes shall be determined and paid on a quick-collect basis at closing.

9. Possession. Buyer shall be entitled to possession upon closing.

10. Seller's Representations and Warranties. In addition to other representations herein, Seller represents and warrants to Buyer as of the date of closing that:

- i. Seller, and the person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder;
- ii. The Property is not subject to any leases, tenancies or rights of persons in possession, and any personal property is owned by Seller free and clear of any liens or encumbrances;
- iii. Neither the Property nor the sale of the Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Property or the use occupancy or condition thereof;
- iv. Seller is unaware of any material defect in the Property;
- v. All persons and corporations supplying labor, materials and equipment to the Property have been paid and there are no claims of liens;
- vi. There are no currently due and payable assessments for public improvements against the Property and Seller is not aware of any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation;
- vii. The Property has legal access to all streets adjoining the Property;
- viii. Seller has good and marketable title to the property;

Initials: BUYER: _____ Date: _____ SELLER: REX Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: AJAL Date: 09-20-2016

- ix. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code; and
- x. Seller has not received notification of any kind from any agency suggesting that the Property is or may be targeted for a governmental cleanup. To the best of Seller's knowledge, neither the Property nor any portion thereof is or has been used as a landfill, waste storage or disposal site, or for the storage or disposal of any chemicals, petroleum or oil products, or hazardous or dangerous wastes or substances.
- xi. The Property is not within any designated a critical area nor otherwise specially classified or protected by any governmental designation not common to other properties within its zoning classification.
- xii. All information and documentation relevant to the construction of the improvements and any alterations thereof has been provided to Buyer.

11. Buyer's Authority. Buyer represents and warrants to Seller that at the date of execution hereof and at the date of closing Buyer, and the person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken.

12. Assignment of Warranties and Service and Supply Contracts. On closing, Seller shall assign to Buyer all rights and benefits, if any, now or hereafter held by Seller under any warranties of any kind, express or implied, made or furnished by the manufacturers, suppliers or vendors of any material used in construction of the improvements on the Property or any furniture, appliances or equipment to be purchased by Buyer hereunder, and shall assign to Buyer all rights and benefits or under any present or future contract for services or supplies used in or about the Property, such assignments to be self-operative without the need for any further written document; provided, however, that at Buyer's request Seller shall execute any instruments and cooperate with Buyer as reasonably required to evidence or enforce such assignments. Seller will sign any documents, join in any action, and otherwise cooperate with Buyer in enforcing any such warranties or contracts, provided that such documents and cooperation does not result in any cost or liability to Seller. Seller hereby designates and appoints Buyer as its true and lawful attorney, with full power of substitution in its name, to demand, collect, sue upon, receipt for, and otherwise dispose of or deal with any claims, payments, settlements or compromises which may be made with respect to any warranties transferred to Buyer hereunder. Buyer shall not be obligated to accept or assume Seller's obligations under any supply or service contract hereby assigned.

13. Default. Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer may seek specific performance of this Agreement, damages or rescission and Buyer shall be entitled to return of the Deposit on demand. If Buyer defaults, the Deposit shall be

Initials: BUYER: _____ Date: _____ SELLER: REL Date: 07-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 07-20-2016

forfeited on demand by Seller as liquidated damages and upon payment thereof to Seller, Buyer shall have no further obligations or liability hereunder. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

- 14. Notices.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be effective when personally delivered or if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.
- 15. Sellers Disclosures.** BUYER EXPRESSLY WAIVES THE RIGHT TO RECEIVE THE SELLERS DISCLOSURES.
- 16. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- 17. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.
- 18. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a

Initials: BUYER: _____ Date: _____ SELLER: BEL Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAR Date: 09-20-2016

signature in electronic form has the same legal effect and validity as a handwritten signature.

- 19. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent.
- 20. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- 21. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer. If this offer is not so accepted.
- 22. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse.
- 23. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- 24. Information Verification Period and Property Condition Disclaimer.** Buyer has already had the opportunity to verify all information provided from Seller related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to

Initials: BUYER: _____ Date: _____ SELLER: REX Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

Buyer and Seller. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. BUYER AGAIN WAIVES EXPRESSLY WAIVES THE RIGHT TO RECEIVE SELLERS DISCLOSURES.

- 25. General.** This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the state in which the Property is located shall govern this Agreement. This agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.
- 26. Counterparts.** This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically.
- 27. Survival of Warranties.** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Initials: BUYER: _____ Date: _____ SELLER: REL Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed

Date: _____

Date: 09-20-2016

(Signature)

(Signature)

(Written Name)

(Written Name)

(Buyer or Seller)

(Buyer or Seller)

(Address)

(Address)

(City, State Zip)

(City, State Zip)

(Phone)

(Phone)

(E-Mail)

(E-Mail)

Date: _____	Date: _____
(Signature)	(Signature)
(Written Name)	(Written Name)
(Buyer or Seller)	(Buyer or Seller)
(Address)	(Address)
(City, State Zip)	(City, State Zip)
(Phone)	(Phone)
(E-Mail)	(E-Mail)

Initials: BUYER: _____

Date: _____

SELLER: RFL

Date: 09-20-2016

BUYER: _____

Date: _____

SELLER: JAL

Date: 09-20-2016

STATE OF WASHINGTON)

) ss

County of Washington)

_____, being first duly sworn on oath, depose and say: I am the _____ (buyer/seller) and make this verification for and on its behalf; that I have read the above and foregoing Real Estate Purchase and Sales Agreement, know the contents thereof, and believe the same to be true.

Signature _____

Signature _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

NOTARY PUBLIC in and for the
State of Washington, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)

) ss

County of Washington)

_____, being first duly sworn on oath, depose and say: I am the _____ (buyer/seller) and make this verification for and on its behalf; that I have read the above and foregoing Real Estate Purchase and Sales Agreement, know the contents thereof, and believe the same to be true.

Ron Lettice
Signature _____

Judy Lettice
Signature _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

NOTARY PUBLIC in and for the
State of Washington, residing at _____
My Commission expires: _____

Initials: BUYER: _____ Date: _____ SELLER: *REL* Date: *07-20-2016*
BUYER: _____ Date: _____ SELLER: *JAL* Date: *07-20-2016*

SELLER FINANCING ADDENDUM

The following is part of the Purchase and Sale Agreement dated _____ between Charging Farm, LLC with William Pruett as representative for Charging Farm, LLC ("Buyer") and Ron and Judy Lethco ("Seller") concerning 221 Rist Road, Cook WA, 98605 ("the Property").

1. GENERAL TERMS:

- A. Limited Use. This Addendum may only be used for transactions meeting the following requirements:
- i. Seller must be a natural person (and not a loan originator), estate or trust;
 - ii. Seller must not have financed the sale of another property within the past 12 months;
 - iii. Seller must not have constructed or acted as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business;
 - iv. The repayment schedule must not result in a negative amortization; and
 - v. The financing must have a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases.
- B. Attorney Review. Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within five (5) days of mutual acceptance, this contingency shall be deemed satisfied (waived).
- C. Attorney Review of Non-Standard Provisions. If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within ten (10) days of mutual acceptance, this Agreement shall terminate.
- D. No Further Indebtedness. Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. Seller understands that Seller's security interest in the Property may be inferior to a third party's interest in the Property such as a prior lender.
- E. Waiver Required. Seller and Buyer acknowledge that Seller is required to obtain a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3) and the Agreement is conditioned on Seller's receipt of such waiver. Seller will use Seller's reasonable best efforts to obtain a waiver.

2. **LOAN FROM SELLER AT CLOSING:** A portion of the total purchase price for the Property shall be paid through financing provided by Seller pursuant to a Real estate

Initials: BUYER: _____ Date: _____ SELLER: REX Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

contract, to be specified prior to Closing. The form(s) shall be as specified in the Agreement.

3. **SELLER FINANCED AMOUNT:** The total purchase price ("Purchase Price") shall be paid as follows:

- A. approximate amount of cash (including earnest money): \$
- B. approximate amount of loan proceeds obtained from lenders or third parties and existing obligations to be assumed or taken subject to (such obligations to be current at Closing): \$
- C. exact amount financed by Seller: \$

Buyer represents that the total amount of debt against the Property at Closing, including the amount financed by Seller, will not exceed the Purchase Price.

4. **PAYMENT PROVISIONS:** Interest rate 7% per annum; interest to accrue from Closing if not filled in; payments to be made monthly, payment amount to be \$1,000.00; payments to begin on the first day of the first full month following Closing, and like payments on the same day of each future month in which installments are due. Prepayment shall be permitted at any time without penalty. (If Buyer may prepay at any time without penalty, then Buyer shall be permitted to pay any specified payment amount "or more," and the payment dates shall be modified so that payments may be made "on or before" the required dates.) The additional provisions below shall also apply:

- A. Specific Payment Terms. Sellers is financing \$50,000.00 at 7% interest to be paid at \$1,000.00 a month for 60 months.
- B. Late Payment. If not provided in the specified form agreement, Buyer shall pay a late payment penalty of \$50.00 on any payment made more than 10 days late, and after default, interest shall accrue on the unpaid balance at the highest legal rate, but not higher than any rates permitted under usury or similar laws.
- C. Due on Sale. A "due on sale" provision shall be included. If included, the provision shall be the optional due on sale provision in LPB Form 44 (1988), except if a note and deed of trust are to be used, any reference to "Contract" shall be changed to "Note and/or Deed of Trust".
- D. Timber. Unless otherwise agreed in writing, Buyer shall not remove commercial timber without the written consent of Seller, at Seller's discretion.

5. **SELLER REVIEW OF BUYER'S FINANCIAL ABILITY:** Seller's agreement to accept seller financing under the terms stated above is contingent upon Seller's review and approval, in Seller's sole discretion, of each of the following items

- A. credit report of Buyer issued within 10 days of mutual acceptance;
- B. copies of income tax returns for the years 2015 and 2014;

Initials: BUYER: _____ Date: _____ SELLER: REL Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: RJAL Date: 09-20-2016

Total Sell Price: \$75,000.00
 Down Payment: \$25,000.00
 Financed by
 Owner: \$50,000.00
 Interest Rate: 7.00%
 Length of Loan 5 Years
 Payments Per
 Year 12
 Total Payments 60

Payment Number	Payment	Principle	Additional Principle	Interest	Balance
1	(\$990.06)	(\$698.39)		\$9.94 (\$291.67)	\$49,291.67
2	(\$990.06)	(\$702.47)		\$9.94 (\$287.59)	\$48,579.26
3	(\$990.06)	(\$706.56)		\$9.94 (\$283.49)	\$47,862.75
4	(\$990.06)	(\$710.69)		\$9.94 (\$279.37)	\$47,142.13
5	(\$990.06)	(\$714.83)		\$9.94 (\$275.23)	\$46,417.36
6	(\$990.06)	(\$719.00)		\$9.94 (\$271.06)	\$45,688.41
7	(\$990.06)	(\$723.20)		\$9.94 (\$266.86)	\$44,955.28
8	(\$990.06)	(\$727.41)		\$9.94 (\$262.65)	\$44,217.92
9	(\$990.06)	(\$731.66)		\$9.94 (\$258.40)	\$43,476.32
10	(\$990.06)	(\$735.93)		\$9.94 (\$254.13)	\$42,730.46
11	(\$990.06)	(\$740.22)		\$9.94 (\$249.84)	\$41,980.30
12	(\$990.06)	(\$744.54)		\$9.94 (\$245.52)	\$41,225.82
13	(\$990.06)	(\$748.88)		\$9.94 (\$241.18)	\$40,467.00
14	(\$990.06)	(\$753.25)		\$9.94 (\$236.81)	\$39,703.81
15	(\$990.06)	(\$757.64)		\$9.94 (\$232.42)	\$38,936.23
16	(\$990.06)	(\$762.06)		\$9.94 (\$228.00)	\$38,164.23
17	(\$990.06)	(\$766.51)		\$9.94 (\$223.55)	\$37,387.78
18	(\$990.06)	(\$770.98)		\$9.94 (\$219.08)	\$36,606.86
19	(\$990.06)	(\$775.48)		\$9.94 (\$214.58)	\$35,821.45
20	(\$990.06)	(\$780.00)		\$9.94 (\$210.06)	\$35,031.51
21	(\$990.06)	(\$784.55)		\$9.94 (\$205.51)	\$34,237.02
22	(\$990.06)	(\$789.13)		\$9.94 (\$200.93)	\$33,437.95
23	(\$990.06)	(\$793.73)		\$9.94 (\$196.33)	\$32,634.28
24	(\$990.06)	(\$798.36)		\$9.94 (\$191.70)	\$31,825.98
25	(\$990.06)	(\$803.02)		\$9.94 (\$187.04)	\$31,013.02
26	(\$990.06)	(\$807.70)		\$9.94 (\$182.36)	\$30,195.38
27	(\$990.06)	(\$812.41)		\$9.94 (\$177.65)	\$29,373.03
28	(\$990.06)	(\$817.15)		\$9.94 (\$172.91)	\$28,545.94
29	(\$990.06)	(\$821.92)		\$9.94 (\$168.14)	\$27,714.08
30	(\$990.06)	(\$826.71)		\$9.94 (\$163.35)	\$26,877.43
31	(\$990.06)	(\$831.54)		\$9.94 (\$158.52)	\$26,035.95
32	(\$990.06)	(\$836.39)		\$9.94 (\$153.67)	\$25,189.63

Initials: BUYER: _____ Date: _____ SELLER: REX Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

33	(\$990.06)	(\$841.26)	\$9.94	(\$148.79)	\$24,338.42
34	(\$990.06)	(\$846.17)	\$9.94	(\$143.89)	\$23,482.31
35	(\$990.06)	(\$851.11)	\$9.94	(\$138.95)	\$22,621.26
36	(\$990.06)	(\$856.07)	\$9.94	(\$133.99)	\$21,755.25
37	(\$990.06)	(\$861.07)	\$9.94	(\$128.99)	\$20,884.24
38	(\$990.06)	(\$866.09)	\$9.94	(\$123.97)	\$20,008.21
39	(\$990.06)	(\$871.14)	\$9.94	(\$118.92)	\$19,127.13
40	(\$990.06)	(\$876.22)	\$9.94	(\$113.84)	\$18,240.96
41	(\$990.06)	(\$881.33)	\$9.94	(\$108.72)	\$17,349.69
42	(\$990.06)	(\$886.48)	\$9.94	(\$103.58)	\$16,453.27
43	(\$990.06)	(\$891.65)	\$9.94	(\$98.41)	\$15,551.69
44	(\$990.06)	(\$896.85)	\$9.94	(\$93.21)	\$14,644.90
45	(\$990.06)	(\$902.08)	\$9.94	(\$87.98)	\$13,732.88
46	(\$990.06)	(\$907.34)	\$9.94	(\$82.72)	\$12,815.60
47	(\$990.06)	(\$912.64)	\$9.94	(\$77.42)	\$11,893.02
48	(\$990.06)	(\$917.96)	\$9.94	(\$72.10)	\$10,965.12
49	(\$990.06)	(\$923.31)	\$9.94	(\$66.75)	\$10,031.87
50	(\$990.06)	(\$928.70)	\$9.94	(\$61.36)	\$9,093.23
51	(\$990.06)	(\$934.12)	\$9.94	(\$55.94)	\$8,149.17
52	(\$990.06)	(\$939.57)	\$9.94	(\$50.49)	\$7,199.67
53	(\$990.06)	(\$945.05)	\$9.94	(\$45.01)	\$6,244.68
54	(\$990.06)	(\$950.56)	\$9.94	(\$39.50)	\$5,284.18
55	(\$990.06)	(\$956.10)	\$9.94	(\$33.96)	\$4,318.13
56	(\$990.06)	(\$961.68)	\$9.94	(\$28.38)	\$3,346.51
57	(\$990.06)	(\$967.29)	\$9.94	(\$22.77)	\$2,369.28
58	(\$990.06)	(\$972.93)	\$9.94	(\$17.13)	\$1,386.41
59	(\$990.06)	(\$978.61)	\$9.94	(\$11.45)	\$397.86
60	(\$990.06)	(\$984.32)	\$9.94	(\$5.74)	(\$596.40)

Initials: BUYER: _____ Date: _____ SELLER: REF Date: 09-20-2016
 BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

6. REMAINDER OF AGREEMENT UNCHANGED: All other terms and conditions of the Agreement shall remain the same.

NOTE REGARDING LEGAL EFFECT: This is a binding document, and both Buyer and Seller are advised to obtain legal advice prior to execution of this Addendum.

Ron Lethco
Seller Signature

Ronald E Lethco
Seller Written Name

Judy Lethco
Seller Signature

Judy Lethco
Seller Written Name

Buyer Signature

Seller Written Name

Buyer Signature

Seller Written Name

Initials: BUYER: _____ Date: _____ SELLER: REL Date: 09-20-2016
BUYER: _____ Date: _____ SELLER: JAL Date: 09-20-2016

Exhibit "A"

A track of land located in Section 14, Township 3 North, Range 9 E. W. M., described as follows:

The north 200 feet of the west 810 feet of Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION according to the official plat thereof on file and of record at page 29 of Book A of Plats, Records of Skamania County, Washington; EXCEPT the west 660 feet thereof.

TOGETHER WITH a non-exclusive easement and right of way for an access road 30 feet inwidth connecting with County Road No. 3041 designated as the Cook-Underwood Road.

Skamania County Assessor
Date 12-14-10 Parcel# 3-9-14-3-1001
BU