

ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS

1 Buyer and Seller acknowledge that this transaction is for the purchase and sale of a manufactured structure only, which is not real property. The
 2 agents involved in this transaction are not required to be licensed to sell manufactured structures without land, although their firms are required to
 3 have a license and, if the agent works from a branch office, a sublicense, issued by the Oregon Department of Consumer and Business Services
 4 (DCBS). Buyer and Seller acknowledge and consent to the following agency relationships in this transaction:

5 Buyer's Agent(s)*: _____
 6 is/are the agent of (select one): Buyer exclusively Both Buyer and Seller
 7 Name of Real Estate Firm(s)*: _____ DCBS License/Sublicense #: _____
 8 Buyer's Agent's Office Address: _____
 9 Phone #1: _____ Phone #2: _____ E-mail: _____

10 Seller's Agent(s)*: _____
 11 is/are the agent of (select one): Seller exclusively Both Buyer and Seller
 12 Name of Real Estate Firm(s)*: _____ DCBS License/Sublicense #: _____
 13 Seller's Agent's Office Address: _____
 14 Phone #1: _____ Phone #2: _____ E-mail: _____

15 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.
 16 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the
 17 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this
 18 Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

19 Buyer _____ Print _____ Date _____ ←
 20 Buyer _____ Print _____ Date _____ ←
 21 Seller _____ Print _____ Date _____ ←
 22 Seller _____ Print _____ Date _____ ←

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

23 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation
 24 of the printed terms and provisions in this form, seller and buyer are encouraged to closely review the definitions and miscellaneous section below.
 25 No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must
 26 be made on a separate document

27 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer _____
 28 offers to purchase from Seller _____
 29 _____
 30 the following described manufactured structure (hereinafter "the Property") situated in the State of Oregon, County of _____
 31 located at _____, Space # _____,
 32 City _____, Manufacturer _____,
 33 Registration # _____, Serial # _____
 34 together with Seller's tenancy rights to the space where the manufactured structure is located.
 35 for the Purchase Price (in U.S. currency) of _____ A \$ _____
 36 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ _____
 37 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
 38 at or before Closing, the balance of down payment _____ D \$ _____
 39 at Closing and upon delivery of Manufactured **Homeowners Document Application**, the balance of the Purchase Price E \$ _____
 40 shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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41 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (for example, remote controls and keys related to Property including
42 mailbox, outbuildings, etc.) are to be left upon the Property. Fixtures shall include but not be limited to built-in appliances, attached floor coverings,
43 drapery and curtain rods, window and door screens, storm doors and windows, system fixtures (plumbing, ventilating, cooling and heating), water
44 heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, window blinds, and awnings, except: _____
45 _____

46 (Note: fences; planted shrubs, plants, trees, etc. may be owned by the landowner.)

47 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included: _____
48 _____
49 _____

FINANCING

50 **4. BALANCE OF PURCHASE PRICE (Select A or B):**

51 Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price,
52 sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property,
53 401(k) disbursements, etc.), except as follows (describe): _____
54 _____

55 If this transaction is contingent upon Buyer obtaining the above-mentioned funds, buyer will add an express contingency in Section 8 of this
56 Agreement.

57 **A. This is an all cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

- 58 Buyer has attached the Verification to this Agreement.
- 59 Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
- 60 Other (Describe): _____

61 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within
62 _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be
63 objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

64 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller
65 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree
66 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

67 **B. The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):**

- 68 Conventional;
- 69 FHA;
- 70 Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
- 71 If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this
72 Agreement.
- 73 Other (Describe): _____

74 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program
75 selected above.

76 **Pre-Approval Letter.**

- 77 Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
- 78 Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;
- 79 Other (Describe): _____

80 **5.1 FINANCING CONTINGENCIES** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
81 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
82 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other
83 (describe): _____
84 _____

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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85 Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

86 **5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
87 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of
88 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
89 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
90 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
91 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
92 understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms
93 as Seller determines, in Seller's sole discretion.

94 **5.3 BUYER'S OBLIGATION REGARDING FINANCING** Buyer represents to and agrees with Seller as follows:
95 (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided
96 the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
97 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of
98 the value of the Property, and (vi) the loan amount sought.
99 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3]
100 if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify
101 Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
102 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
103 fees, to obtain the Loan.
104 (4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in
105 Seller's sole discretion.
106 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
107 regarding Buyer's financing and the time of Closing.
108 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10
109 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
110 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
111 application status.

112 **6. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and
113 trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032
114 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

- 115 Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- 116 Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

117 Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such
118 financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days
119 (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last
120 day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law
121 requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real
122 estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

123 **7.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
124 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

125 **7.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
126 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
127 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater
128 is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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129 zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is
130 authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a
131 thousand.

132 If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a
133 condition of loan approval. For more information, go to www.fema.gov.

134 **8. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____
135 _____
136 _____

CONTINGENCIES

137 **9.1 PARK APPROVAL:** If Buyer is to become a tenant in a manufactured structure park where the subject manufactured structure is presently
138 located, this sale is contingent upon Buyer obtaining written approval as tenant within ten (10) business days of Effective Date. Buyer shall make
139 application for approval within _____ Business Days (three [3] if not filled in) of the Effective Date. If Seller is the Park Owner, Seller shall respond to
140 Buyer's application within _____ days (five [5] if not filled in). Upon approval, Buyer shall make immediate application for such tenancy with the park
141 management, sign all necessary documents, pay all required costs, and exert Buyer's best efforts to obtain such tenancy.

142 **9.2 BUYER'S APPROVAL OF PARK RULES AND REGULATIONS:** Buyer shall approve or disapprove of the Park Rules and Regulations within
143 _____ Business Days (five [5] if not filled in) from the date of delivery of said Park Rules and Regulations to Buyer.

144 **10. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
145 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended
146 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may
147 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,
148 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others,
149 Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither
150 Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to
151 review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

152 **Select only one box below:**

153 **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals
154 of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any
155 portion of the Property (for example, radon and mold).

156 Identify Invasive Inspections: _____

157 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days
158 (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding
159 any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by
160 Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly
161 comply.

162 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
163 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during
164 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
165 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
166 report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to
167 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will
168 automatically terminate unless the parties agree otherwise in writing.

169 **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

170 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
171 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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172 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more
173 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive
174 inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

175 Identify Invasive Inspections: _____

176 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days
177 (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

178 **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully
179 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection
180 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

181 **Other Inspection Addendum:** _____

182 The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached.

183 **11.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
184 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

185 **11.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
186 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

187 **12. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the
188 "Date of Delivery"), Seller will deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the
189 EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will
190 have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a
191 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to
192 Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive
193 a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the Notice of
194 Cancellation.

195 Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute
196 acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency
197 Period will automatically expire.

198 **13. PROPERTY DISCLOSURE LAW:** This transaction is not subject to Oregon's Property Disclosure Law pursuant to ORS 105.465.

CONDITIONS AND COMPONENTS OF THE PROPERTY

199 **14. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following
200 representations to Buyer:

- 201 (1) The primary dwelling is connected to *(select all that apply)*:
- 202 A public sewer system
 - 203 An on-site sewage system
 - 204 A public water system
 - 205 A private well
 - 206 Other (for example, surface springs, cistern, etc.): _____

207 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and
208 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and
209 may exist in the Property.

210 (3) Seller knows of no material defects in or about the Property.

211 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will
212 be in substantially their present condition at the time Buyer is entitled to possession.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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- 213 (5) Seller has no notice of any liens or assessments to be levied against the Property.
- 214 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 215 (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
- 216 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.
- 217 (8) The Property is and will remain fully insured by Seller through Closing.

218 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
 219 previously disclosed material information relating to the Property substantially misleading or incorrect.

220 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are:
 221 _____ (For more exceptions see Addendum _____).

222 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
 223 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
 224 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's
 225 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

226 **15. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
 227 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit
 228 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

229 **16. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
 230 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
 231 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
 232 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 233 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
 234 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
 235 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 236 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
 237 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
 238 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
 239 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
 240 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
 241 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

242 **17. ALARM SYSTEM:** None Owned Leased Unknown
 243 If leased, Buyer will will not assume the lease at Closing.

244 **18. SMOKE/CARBON MONOXIDE DETECTORS:** Within ____ Business Days (fifteen [15] if not filled in) after the Effective Date, the dwelling will
 245 have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for
 246 smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

247 **19. SMART HOME FEATURES:** Does the Property contain any "Smart Home" features? Yes No Unknown
 248 If Yes, Seller will identify all Smart Home features in writing within three Business Days after the Effective Date. In addition, Seller will provide all
 249 necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

250 **20. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**
 251 Does the Property contain a woodstove or wood-burning fireplace insert?..... Yes No
 252 If "Yes," Seller will promptly provide Buyer with OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

253 **21. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
 254 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes No
 255 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: .. Buyer Seller

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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256 **22. ADDITIONAL PROVISIONS:** _____
257 _____
258 _____
259 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

260 **23. ESCROW:** This transaction will be Closed at _____ ("Escrow"), a neutral escrow
261 company licensed and located in the state of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited
262 by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Escrow to pay out of the cash proceeds of sale the expense of Seller's
263 filing fees, Seller's Closing costs and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with
264 Escrow sufficient funds necessary to pay Buyer's transfer fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or
265 other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the
266 listing agreement, buyer representation agreement, or other written agreement for compensation.

267 **24. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
268 prorated as of (*select one*): the Closing Date; the date Buyer is entitled to possession.

269 **25. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
270 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.
271 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
272 parties agree otherwise in writing.

273 **26. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply
274 to the handling of the Deposit.

275 The Deposit will be payable and deposited within _____ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
276 follows (*select all that apply*):

- 277 Directly with Escrow;
- 278 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 279 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- 280 As follows: _____

281 Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except
282 in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be
283 considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to
284 purchase.

285 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account
286 no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

287 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): _____
288 _____

289 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility
290 to Buyer or Seller regarding said funds.

291 **27.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this
292 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
293 determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits
294 until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

295 **27.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
296 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
297 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
298 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

299 **27.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may
300 terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially
301 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make
302 a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The
303 parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the
304 terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair,
305 reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

306 The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited
307 to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed
308 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

309 **28.1. CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than _____ ("the Closing
310 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the Manufacture Home Ownership Document Application is filed and
311 funds are available to Seller. Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents
312 and deposit funds in Escrow prior to that date.

313 Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

314 **28.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing
315 Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential
316 loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which
317 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
318 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
319 Seller and Buyer mutually agree to extend it.

320 **29. TRANSFER OF TITLE:** Seller shall convey marketable title to the Property by a Manufactured Home Ownership Document Application free and
321 clear of all liens of record, except property taxes that are a lien but not yet payable, and those matters accepted by Buyer pursuant to Park Approval,
322 Section 9.1, above. If Buyer's title will be held in the name of more than one person, see Offer to Purchase, Section 37, below regarding forms of co-
323 ownership.

324 **30.1 POSSESSION:** Is one or more tenants currently in possession of the Property? (*select one*) Yes No

325 If Yes (*select one*):

- 326 Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
327 p.m. on the date of Closing.
- 328 Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
329 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
330 attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

331 If No, possession of the Property will be delivered by Seller to Buyer (*select one*):

- 332 by 5:00 p.m. on the date of Closing;
- 333 by _____ a.m. p.m. _____ days after Closing;
- 334 by _____ a.m. p.m. on (*insert date*) _____;

335 Prior to Closing, Seller will remove all of Seller's personal property (including trash).

336 **30.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after
337 Closing, Buyer has attached OREF 053 Agreement to Occupy Before Closing or OREF 054 Agreement to Occupy After Closing to this Agreement.

TAXES

338 **31. LEVY OF ADDITIONAL PROPERTY TAXES:** If the property is subject to additional taxes based on a deferral for the benefit of the Seller, the
339 Seller shall be responsible for the payment of any such deferred property taxes UNLESS an agreement is part of the transaction in which the Buyer
340 agrees to pay such deferred taxes as a part of the sale terms.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

DEFINITIONS/MISCELLANEOUS

341 **32. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

- 342 **Agent** means Buyer’s and Seller’s real estate agents licensed in the State of Oregon.
- 343 **Agreement** or “Sale Agreement” means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
- 344 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- 345 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- 346 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- 347 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
- 348 **Effective Date** means the date when this Agreement has been Signed and Delivered.
- 349 **Firm** means the real estate company with which an Agent is affiliated.
- 350 **Notice** means a written statement delivered using the Notification Method described in Section 33(2) (Miscellaneous).
- 351 **Notify** means delivering a Notice to the other party or their Agent.
- 352 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other
- 353 party or their Agent, either by manual delivery (“Manual Delivery”) or by facsimile or electronic mail (“Electronic Transmission”). When this
- 354 Agreement is “Signed and Delivered,” the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw
- 355 their acceptance of this Agreement.
- 356 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
- 357 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
- 358 devices.

359 **33. MISCELLANEOUS:**

- 360 (1) **TIME.** Time is of the essence of this Agreement.
- 361 (2) **NOTICES.** All written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be
- 362 delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow,
- 363 Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example,
- 364 email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt
- 365 of all Notices or documents (the “Notification Method”). Notice will be deemed delivered as of the earliest of:
- 366 (a) the date and time the Notice is sent by email or fax;
- 367 (b) the time the Notice is personally delivered to either the Agent or the Agent’s Office; or
- 368 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
- 369 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement
- 370 but are subject to Section 36.3 (Mediation and Arbitration Involving Agents/Firms).
- 371 (4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
- 372 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party
- 373 (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend
- 374 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight
- 375 delivery), they should so specify at Section 22 (Additional Provisions) of this Agreement.
- 376 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer’s rights under
- 377 this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 378 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the
- 379 same document.
- 380 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is
- 381 calculated based on the “date Buyer is entitled to possession,” and if Buyer will not be entitled to possession of the Property because one
- 382 or more tenants is in possession, the “date Buyer is entitled to possession” will, for that purpose, be deemed to be the Closing Date.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

383 (9) **DEADLINES.** Except for the Lead-Based Paint Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period),
384 unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate
385 as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

386 **34. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
387 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all
388 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively,
389 "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this
390 transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a
391 Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose,
392 and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the
393 constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

394 **35. EXCLUSIONS:** The following will not constitute Claims:

- 395 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 396 (2) A forcible entry and detainer action (eviction);
- 397 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
398 Standards Policies of the National Association of REALTORS®;
- 399 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller
400 contains a mandatory mediation and/or arbitration provision; and
- 401 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not
402 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

403 **36.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of
404 the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.
405 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims
406 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

407 **36.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
408 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available
409 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service
410 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding
411 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to
412 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
413 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing
414 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

415 **36.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance
416 with the mediation and arbitration process described in Section 36.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable,
417 the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in
418 that section.

SIGNATURE INSTRUCTIONS

419 **37. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a
420 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral
421 or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square
422 footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land
423 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
424 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
425 (OREF) for this transaction.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

426 Title will be prepared in the name of _____

427 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
428 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

429 This offer will automatically expire on *(insert date)* _____ at _____ a.m. p.m. (the "Offer Deadline"). If not accepted by
430 that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be
431 accepted by Seller only in writing.

432 Buyer _____ Date _____ a.m. _____ p.m. ←

433 Buyer _____ Date _____ a.m. _____ p.m. ←

434 This offer was transmitted to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m. by
435 _____ (Agent(s) presenting offer).

436 **38. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
437 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
438 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 and
439 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology
440 and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for
441 this transaction.

442 Seller _____ Date _____ a.m. _____ p.m. ←

443 Seller _____ Date _____ a.m. _____ p.m. ←

444 If delivery/transmission occurs after the Offer Deadline identified at Section 37 (Offer to Purchase) above, this Agreement will not become binding on
445 Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The
446 parties' failure to do so will be treated as a rejection under Section 39 (Seller's Rejection) below, and this transaction will be automatically terminated.

447 **39. SELLER'S REJECTION/COUNTEROFFER** *(select only one):*

448 Seller does not accept the above offer but makes the attached counteroffer.

449 Seller rejects Buyer's offer.

450 Seller _____ Date _____ a.m. _____ p.m. ←

451 Seller _____ Date _____ a.m. _____ p.m. ←