



PRE-AUCTION
OFFER TO PURCHASE

The undersigned Seller, herein (the "Seller") and Purchaser, herein (the "Purchaser") hereby agree as follows:

- 1. THE PROPERTY: Seller agrees to sell and Purchaser agrees to purchase the following real estate referred to as: Tract(s) ... +/- acres, in ... County, Oregon, see Exhibit "A" ("Legal Description") for the price and upon the terms and conditions which follow:
2. THE PRICE: The total purchase price is \$ ... (including the 10% Auction Fee) payable at closing in cash, certified funds or equivalent good funds acceptable to the Closing/Escrow Agent.
3. THE TITLE: The Seller shall convey the Property by Warranty Deed, free and clear of all liens and encumbrances, except as set forth in paragraph 13 of this Agreement.
4. THE SURVEY: The Property has not been surveyed for this auction and is being conveyed by the Legal Description of record. If the Purchaser requires a survey it shall be at Purchaser's option and expense.
5. CLOSING: This purchase and sale transaction shall be closed by Ameri Title, herein (the "Closing/Escrow Agent"); whose office is located at 150 NE Court Prineville, OR 97754; phone:(541) 447-5181; on/or before December 4, 2012, or a date mutually agreed upon by the Seller and Purchaser in writing, herein (the "Closing Date").
6. DEFAULTS: Purchaser shall have the right to damages, including reasonable attorney's fees in the event Seller neglects or refuses to perform Seller's obligations hereunder.
7. EARNEST MONEY DEPOSIT: Upon acceptance of this offer, or any attached counter offer, SELLER and PURCHASER shall be bound by all terms and conditions of this Agreement, and PURCHASER or PURCHASER'S agent will deliver WITHIN 48 HOURS of notice of acceptance of the offer a deposit (the "Deposit") payable to Ameri Title in the amount of \$ ... which is equal to ten percent (10%) of the Total Contract Sale Price to be paid in the form of: Cash, Certified Check or Wire Transfer with balance being due, IN CASH, on or before December 4, 2012 ("CLOSING DATE").
8. PRORATIONS: Prorations and adjustments shall be made at closing as follows: ad valorem taxes shall be prorated to the date of closing on the basis of the latest available information, and assumed by Purchaser.
9. BROKERAGE: Each party represents and warrants that no real estate broker or salesman has been involved in this transaction except United Country-Redfield Group Auctions, Inc. ("Auction Marketing Company"), and Mason & Morse Ranch Company ("

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Broker”), and if applicable: \_\_\_\_\_ (“Participating Broker”). The commission as stated in a separate agreement between the Seller, Auction Marketing Company and Broker, as well as any addendums thereto, if applicable, shall be paid before any part of the sales proceeds are disbursed to any other person or entity. The parties agree that all deposits and purchase funds shall be paid to the Closing/Escrow Agent for its proper disbursement. If the Purchaser defaults in closing this Agreement, the Purchaser’s Deposit will be forfeited as liquidated damages and will be disbursed by the Closing/Escrow Agent in accordance to a separate agreement between Seller, Auction Marketing Company and Broker. If Seller seeks and obtains a judgment for specific performance of any sales agreement and/or damages in respect thereof, Auction Marketing Company and Broker shall be paid the full amount of its commission due in respect thereof.

10. **CLOSING DOCUMENTS:** (a) To perform its closing obligations hereunder, Seller shall execute and deliver, in form for recording, said Warranty Deed, and do and perform all other acts and things that are required hereby, and do and perform all other acts and things as shall be required by the Closing/Escrow Agent to perform its closing obligations hereunder, (b) Purchaser shall execute all documents and do and perform all other acts and things that are required hereby, and do and perform all other acts and things as shall be required by the Closing/Escrow Agent as conditions precedent, (i) to its making and showing on its closing statement to Purchaser and Seller the price, all prorations, etc., as herein provided for and contemplated, and (ii) to its issuing to Seller of its check representing the net proceeds of the sale due to Seller.
11. **CLOSING COSTS SHALL BE PAID AS FOLLOWS:** All customary closing costs shall be split 50/50 between the parties, including Owner’s Title Policy. Any costs and/or fees related to the Purchaser’s financing or Purchaser’s attorney shall be paid by the Purchaser.
12. **POSSESSION:** Possession shall be on closing and funding.
13. **PROPERTY CONDITION:** This Property is selling subject to any existing rights-of-way, easements, encroachments, restrictive covenants, prior reservations of record, zoning regulations, governmental agency regulations, environmental conditions, leases, adverse possession, restrictions and sewer assessments. This property is selling in “AS IS, WHERE IS” condition, without warranty or representation, statutory or otherwise, expressed or implied.
14. **NONASSIGNABILITY BY PURCHASER.** Purchaser’s interest in this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of Seller.
15. **RISK OF LOSS:** Risk of condemnation or other casualty loss shall remain with Seller until closing, and if any condemnation or unrepaired fire or other casualty damage occurs, the Purchaser shall have the option of (i) closing without diminution of the price upon taking assignments from Seller (which Seller covenants to make) of all condemnation awards and/or other casualty insurance claims, or (ii) of releasing Seller hereunder and having the return of the Deposit paid by Purchaser on account hereof.
16. **NOTICES:** Notices required or permitted hereby shall be in writing, mailed postage prepaid by certified or registered mail, return receipt requested, to the Seller, Purchaser, Auction Marketing Company, Auctioneer and Broker at their respective addresses as set forth below, or to such other address designated by either party by notice to that effect.
17. **ENTIRE AGREEMENT:** This Agreement represents the entire and final agreement between the parties, superseding and canceling all prior oral and written communications and agreements between them, their agents and representatives, and this agreement may not be subsequently changed or amended except in writing and signed by the parties.
18. **DISCLAIMER AS TO AUCTION MARKETING COMPANY, AUCTIONEER AND BROKER:** Purchaser shall look only to Seller as to all matters regarding this Agreement and the Property. United Country – Redfield Group Auctions, Inc. (“Auction Marketing Company”), and/or Mason & Morse Ranch Company (“ Broker”) shall not be responsible or liable in any way if Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way or is in need of attention or repairs, is contaminated by hazardous materials or is in any other way unsatisfactory to Purchaser, as Purchaser may determine before or after closing.
19. **AUCTION MARKETING COMPANY, AUCTIONEER AND BROKER NOTICE OF AGENCY RELATIONSHIP:** Purchaser acknowledges that the Auction Marketing Company, Auctioneer and Broker are acting as agents for the Seller in this transaction and are to be paid a commission by the Seller pursuant to a separate written agreement between Seller, Auction Company and Broker. The Purchaser further acknowledges that neither the Auction Marketing Company, Auctioneer, Broker nor

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SELLER’S INITIALS \_\_\_\_\_  
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any of their agents or representatives is acting in any way as an agent for the Purchaser in this transaction. Any third party broker is not a subagent of the Auction Marketing Company, Auctioneer or Broker.

20. **STATUTE OF LIMITATIONS:** Any action or suit of any kind must be commenced within one (1) year from the date when the cause of action or suit accrued or it will be forever barred. The right of action or suit will accrue, and the one (1) year limitation period will begin to run on the date the breach, damage, or injury is sustained and not when the resulting costs, damage, harm, or loss is discovered.

21. **ARBITRATION OF DISPUTES:** By signing this Agreement you are agreeing that any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Real Estate Purchase and Sale Agreement, Property Issues or the Auction, and involving the Seller, Buyer, Auctioneer, Auction Company and/or Broker, in any combination, whether controlled by federal or state law, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The parties further agree to have any disputes resolved solely and exclusively by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration, or defend or enforce the award.

22. **CHOICE OF LAW, JURISDICTION, AND VENUE:** Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Oregon without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be in Multnomah County, the State of Oregon.

23. **THIS OFFER** remains biding and irrevocable for a period of **24 hours** on or before \_\_\_\_\_ **DATE**  
\_\_\_\_\_ **TIME** A.M. P.M.

**ADDITIONAL COMMENTS:**

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**AN ELECTRONIC DOCUMENT IE FACSIMILE OR E-MAIL OF THIS AGREEMENT CONTAINING SIGNATURES OF ALL PARTIES HERE TO SHALL CONSTITUTE AN ORIGINAL DOCUMENT.**

24. **ATTACHMENTS HERETO :**  
Exhibit A – Sales Map  
Exhibit B– Agency Disclosure  
Exhibit C – Any Addendum

SELLER'S INITIALS \_\_\_\_\_  
BUYER'S INITIALS \_\_\_\_\_

**PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER AND PURCHASER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".**

**X** \_\_\_\_\_  
Buyer's Signature                      Date/Time

**X** \_\_\_\_\_  
Buyer's Signature                      Date/Time

\_\_\_\_\_  
Print Buyer's Full Name  
(First, Middle, Last)

\_\_\_\_\_  
Print Buyer's Full Name  
(First, Middle, Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Last 4-digits of SSN

\_\_\_\_\_  
Last 4-digits of SSN

\_\_\_\_\_  
Telephone Number/Cell

\_\_\_\_\_  
Telephone Number/Cell

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

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SELLER'S INITIALS \_\_\_\_\_  
BUYER'S INITIALS \_\_\_\_\_

23. SUBMITTED TO SELLER: \_\_\_\_\_ DATE \_\_\_\_\_ TIME  A.M.  P.M.

24. THIS OFFER IS:  Accepted  Rejected (without counter)  Countered (See attached Counter) by:

X \_\_\_\_\_  
Seller's Signature Date/Time

X \_\_\_\_\_  
Seller's Signature Date/Time

\_\_\_\_\_  
Print Seller's Full Name  
(First, Middle, Last)

\_\_\_\_\_  
Print Seller's Full Name  
First, Middle, Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Last 4-digits of SSN

\_\_\_\_\_  
Last 4-digits of SSN

\_\_\_\_\_  
Telephone Number/Cell

\_\_\_\_\_  
Telephone Number/Cell

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

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The Seller's response was presented to the Buyer by \_\_\_\_\_ Day Date Time AM/PM

**AUCTION MARKETING COMPANY:**

**Mike Fisher**  
**United Country-Redfield Group Auctions, Inc.**  
**1499B Highway 77**  
**Southside, AL 35907**  
**866.673.9270 (Phone); 256.485.1260**

**BROKER:**

**Roger Dryden**  
**Principal Broker**  
**Mason & Morse Ranch Company**  
**roger@ranchland.com**  
**541-480-4818**

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BUYER'S INITIALS \_\_\_\_\_