

CONDOMINIUM PURCHASE AND SALE AGREEMENT

- 1. Date:** _____, 200 7 **SPECIFIC TERMS** **MLS No.:** _____
- 2. Buyer:** _____
- 3. Seller:** Trace Lofts LLC
- 4. Property:** Tax Parcel Nos.: TBD (King County)
Unit No.: _____ Residential Condominium: Trace Lofts Condominiums
Address: 1408 12th Avenue #, Seattle Washington 98122
Recording Nos. of Survey Map and Plans: TBD
☐ Condominium Declaration Recording Number: _____
☒ Declaration Recording Number Not Available, ~~attach NWMLS Form 29~~ See Exhibit F attached
Parking Space No.: TBD Storage Space No.: TBD
Included Items: ☒ stove/range ☒ refrigerator ☐ washer ☐ dryer ☒ dishwasher ☐ security system ☐ satellite dish
☐ wood stove ☐ fireplace insert ☐ hot tub ☐ other _____
- 5. Purchase Price:** \$ _____
- 6. Earnest Money:** (To be held by ☐ Selling Broker ☒ Closing Agent)
Personal Check: \$ _____
Note: \$ _____
Other (_____): \$ _____
- 7. Default:** (check only one) ☒ Forfeiture of Earnest Money ☐ Seller's Election of Remedies
- 8. Title Insurance Company:** Fidelity National Title
- 9. Closing Agent:** ☐ a qualified closing agent of Buyer's choice ☒ Fidelity National Title
- 10. Closing Date:** 08/31/2007
- 11. Possession Date:** ☒ on Closing ☐ Other _____
- 12. Offer Expiration Date:** _____
- 13. Counteroffer Expiration Date:** _____
- 14. Addenda:** NWMLS 22J NWMLS 42 NWMLS 89 Exhibits A-G
- 15. Agency Disclosure:** Selling Licensee represents ☐ Buyer ☐ Seller ☐ both parties ☐ neither party
Listing Agent represents ☒ Seller ☐ both parties
- 16. Services of Closing Agent for Payment of Utilities:** ☐ Requested (Attach NWMLS Form 22K) ☒ Waived
- 17. New Construction or Conversion:** ☒ is (attach NWMLS Form 29) ☐ is not See Exhibit F attached
- 18. Public Offering Statement:** ☒ received ☐ deliver to Buyer _____ days after mutual acceptance
- 19. Resale Certificate:** ☐ received _____ ☐ deliver to Buyer _____ days after mutual acceptance
- 20. Condominium Assessment:** \$298.64 per month and Deposit equal to 2 month's assessment at Closing

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Buyer's Address _____

City, State, Zip _____

Phone _____ Fax _____

Buyer's E-mail Address(Required) _____

Selling Broker _____ MLS Office No. _____

Selling Licensee (Print) _____

Phone _____ Fax _____

Selling Licensee E-mail Address (Required) _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

1124 Eastlake Ave E, Ste 101

Seller's Address _____

Seattle, WA 98109

City, State, Zip _____

Phone _____ Fax _____

Seller's E-mail Address _____

ek Real Estate Group 7975

Listing Broker _____ MLS Office No. _____

James Goldberg

Listing Agent (Print) _____

206-374-9400 206-441-5695

Phone _____ Fax _____

jimg@tracelofts.com

Listing Agent E-mail Address _____

CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. Purchase Price.** Buyer agrees to 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 or gifts, except to the extent otherwise specified in this Agreement. 1
- b. Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5
- c. 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; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 4 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22
- d. 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 not assumed by Buyer shall be paid 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. 29
- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for an Homeowner's Policy of Title Insurance for One-to-Four Family Residence (ALTA 1998) from the Title Insurance Company. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue a standard form Owner's Policy (ALTA 1992). The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 36
- f. Closing.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. 47
- g. Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 52

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 54
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 55

CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- h. Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 16, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- i. Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Seller Disclosure Statement, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- l. 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, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement.
- m. 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, or the Closing Agent, 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.
- n. Integration.** 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.
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 110
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 111

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- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. Offer.** Buyer agrees to 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 actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer 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 actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is delivered by the last party making the counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees.
- v. Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller agrees to deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 18. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- w. Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller agrees to deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 19. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 20, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 20 is required at Closing.
- y. 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 (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- z. Property Condition Disclaimer.** Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property.

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer" and/or "Lessee") 2
and Trace Lofts LLC ("Seller" and/or "Lessor") 3
concerning 1408 12th Ave, Unit # , Seattle, WA 98122 (the "Property") 4

Purchase & Sale Agreement Lead Warning Statement 5

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 6
is notified that such property may present exposure to lead from lead-based paint that may place young children 7
at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological 8
damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. 9
Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real 10
property is required to provide the buyer with any information on lead-based paint hazards from risk assessments 11
or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13*

Lease Agreement Lead Warning Statement 14

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 15
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. 16
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based 17
paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning 18
prevention. 19*

Cancellation Rights 20

*If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 21
3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.** 22*

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

Seller's/Lessor's Disclosure 24

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
- ☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
- (b) Records and reports available to the Seller/Lessor (check one below): 28
- ☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based 29
paint and/or lead-based paint hazards in the housing (list documents below). 30
- _____
_____ 31
_____ 32
- ☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in 33
the housing. 34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and 35
information provided by Seller are true and accurate. 36

Seller/Lessor	Date	Seller/Lessor	Date	37
Initials: BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	38
BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	39

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

(Continued)

Buyer's/Lessee's Acknowledgment

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(c) Buyer/Lessee has received copies of all information listed above. 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44
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☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46
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This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.) 48
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This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52
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The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 56
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If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 65
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Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 73
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Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 76
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Buyer/Lessee Date Buyer/Lessee Date 78

Licensees' Acknowledgment

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Licensees have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 80
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Selling Licensee Date Listing Agent Date

Initials: BUYER/LESSEE: _____ DATE: _____ SELLER/LESSOR: _____ DATE: _____ 83

BUYER/LESSEE: _____ DATE: _____ SELLER/LESSOR: _____ DATE: _____ 84

AGENCY DISCLOSURE

Washington State law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Seller (or Lessor), the Buyer (or Lessee), both the Seller/Lessor and Buyer/Lessee, or neither.

YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE Buyer/Lessee (select 1)
UNLESS OTHERWISE STATED HERE:

THE UNDERSIGNED REPRESENTS: _____

**THE UNDERSIGNED BUYER/LESSEE OR SELLER/LESSOR ACKNOWLEDGES RECEIPT OF A
COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"**

BUYER _____ DATE _____
(Signature)

BUYER _____ DATE _____
(Signature)

SELLER _____ DATE _____
(Signature)

SELLER _____ DATE _____
(Signature)

LICENSEE _____
(Print/Type)

LICENSEE'S SIGNATURE _____

COMPANY NAME AS LICENSED _____
(Print/Type)

RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as part of the Purchase and Sale Agreement dated _____
between _____ ("Buyer")
and Trace Lofts LLC ("Seller")
concerning 1408 12th Avenue, Unit #, Seattle, WA 98122 ("the Property")

On _____, the undersigned received earnest money from Buyer in the amount
of _____ by ☐ personal check ☐ cashier's check ☐ promissory note ☐ cash
☐ other (_____).

☐ Selling Licensee

☐ Selling Broker

☐ Closing Agent

☐ Other _____

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following receipt, regardless of the terms of the Agreement.

EXHIBIT A

[PROPERTY DESCRIPTION]

Lots 1 and 2, Block 6, ADDITION TO THE CITY OF SEATTLE, as laid by D.T. DENNY, Guardian of the Estate of J. H. Nagle (commonly known as Nagle's Addition to the City of Seattle), according to the Plat thereof recorded in Volume 1 of Plats, Page 153, records of King County, Washington;

EXCEPT that portion thereof condemned for 12th Avenue in King County Superior Court Cause No. 61476;

AND EXCEPT that portion thereof lying within Madison Street.

TOGETHER WITH the parking space easements established in the Reciprocal Access Agreement recorded in King County, Washington, under Document No. 20070409000552.

Situate in the County of King, State of Washington.

Initials:

Buyer: _____ Buyer: _____

Seller: _____

EXHIBIT B

FLOOR PLAN

Print unit floor plan and include with the contract



EXHIBIT C

Trace Lofts Specifications

Paint	Sherwin Williams Navajo White - All interior trim and wall finishes
	Sherwin Williams Dover White - Ceiling of bathroom(s)
Kitchen	Rift cut white oak cabinetry with custom mahogany stain
	Double bowl top mount stainless steel sink
	Terrazzo tile backsplash
	Basalt tile countertop with metal self-edge
Bath	Rift-cut white oak cabinetry with clear finish
	Semi-vessel sink
	Terrazzo tile vanity countertop with metal self-edge (floors 2 and 3)
	Kirei board vanity countertop with metal self-edge (floors 4 and 5)
	Tile shower/tub surround
	Recycled vinyl flooring
Flooring	Reclaimed Douglas Fir hardwood - entry, kitchen, living room,
	Loop carpet - bedroom and sleeping alcove
Appliances	Stainless Steel Package- Refrigerator, Gas Range, Dishwasher, Micro-hood (floors 2 and 3), Exhaust Hood (floors 4 and 5)

(A) NATURAL PRODUCTS SUCH AS WOOD AND STONE, AND SOME ARTIFICIAL PRODUCTS, INCLUDING, WITHOUT LIMITATION, THOSE USED IN COUNTERTOPS, SINKS, CABINETS AND FLOORING, ARE SUBJECT TO VARIANCES IN COLOR, GRAIN, TEXTURE AND OTHER AESTHETIC ATTRIBUTES AND THOSE IN THE UNITS MAY DIFFER IN SOME RESPECTS THAN WHAT IS REFLECTED IN THE SPECIFICATIONS SHEET, ANY MODEL UNITS, AND ANY BROCHURES AND OTHER ADVERTISING MATERIALS WHICH HAVE BEEN PROVIDED BY SELLER.

(B) SELLER RETAINS THE RIGHT TO MAKE SUBSTITUTIONS FOR ANY MATERIALS, PRODUCTS AND APPLIANCES FOR ANY REASON SO LONG AS THE SUBSTITUTED ITEMS ARE OF REASONABLY COMPARABLE QUALITY AND UTILITY.

Initials: Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

TRACELOFTS.COM

Last Modified 4/9/07

142 Wide-Open Living Spaces at 12th & Madison.

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A New Original.

EXHIBIT D

**TRACE LOFTS CONDOMINIUM
ADA ADDENDUM TO
CONDOMINIUM PURCHASE AND SALE AGREEMENT**
(Use with NWMLS Form 28, Revised 6/05)

THIS ADDENDUM between _____
 (“**Buyer**”) and 12th and Madison LLC, a Washington limited liability company (“**Seller**”), is an
addendum to a Condominium Purchase and Sale Agreement, dated _____,
200__, between Buyer and Seller (the “**Purchase and Sale Agreement**” and, together with any
other Addendum and this Addendum, this “**Agreement**”) relating to Unit _____ (the “**Unit**”)
in Trace North Condominium.

1. REVISIONS TO STANDARD UNIT SPECIFICATIONS. Seller and Buyer
acknowledge and agree that the Unit has been designed and has been or will be constructed
and completed in a manner that is intended to accommodate individuals with certain disabilities
under the Americans with Disabilities Act. The principal components of such changes were
made to facilitate ingress and egress, the accessibility of certain cabinetry and fixtures, and grab
bars designed to aid in the stability or movement of such persons and include, but are not
necessarily limited to, the following:

Loft 212: Larger entryway, larger bathroom, bathroom door swings out.

Loft 407: Larger entryway, larger bathroom, bathroom door swings out.

Loft 501: Larger bathroom, bathroom door swings out.

2. NO OTHER REVISIONS TO AGREEMENT. The changes to the Unit referred
to in this Addendum shall not affect the purchase price, Buyer’s acceptance of the Unit or any
other terms, covenants or conditions of the Agreement. Seller makes no representations or
warranties with respect to the extent to which any of such Unit changes may be altered by Buyer
or any other owner thereof in the future. This Addendum shall not affect the assignment of any
parking space or other limited common element to the Unit.

3. ADDENDUM CONTROLS. The provisions of this Addendum shall control over
any conflicting provisions of the Purchase and Sale Agreement or any other written document.

[Signatures of the following page]

Initials:

Buyer: _____ Buyer: _____

Seller: _____

SELLER:

12TH AND MADISON LLC,
a Washington limited liability company

By: GTS Development LLC,
a Washington limited liability company,
Its Manager

By _____
G. Ted Schroth
Its Manager

Dated: _____, 200__

BUYER:

Printed Name: _____

Printed Name: _____

Dated: _____, 200__

Initials:

Buyer: _____ Buyer: _____

Seller: _____

EXHIBIT E

**TRACE LOFTS CONDOMINIUM
SELLER'S ADDENDUM TO
CONDOMINIUM PURCHASE AND SALE AGREEMENT**
(Use with NWMLS Form 28, Revised 6/05)

THIS ADDENDUM between _____ (“**Buyer**”) and Trace Lofts LLC, a Washington limited liability company (“**Seller**”), is an addendum to a Condominium Purchase and Sale Agreement, dated _____, 200__, between Buyer and Seller (the “**Purchase and Sale Agreement**” and, together with this Addendum, this “**Agreement**”) relating to [Unit _____] (the “**Unit**”) in Trace Lofts Condominium (the “**Condominium**”), pursuant to the condominium declaration to be recorded by Seller in King County, Washington (the “**Declaration**”) on the following described property:

LOTS 1 AND 2, BLOCK 6, ADDITION TO THE CITY OF SEATTLE, AS LAID OUT BY D.T. DENNY, GUARDIAN OF THE ESTATE OF J.H. NAGLE (COMMONLY KNOWN AS NAGLE’S ADDITION TO THE CITY OF SEATTLE) ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 153, IN KING COUNTY WASHINGTON; EXCEPT PORTIONS THEREOF CONDEMNED FOR 12TH AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 61476, AND EXCEPT THAT PORTION THEREOF LYING WITHIN MADISON STREET.

1. CLOSING DATE. This transaction shall close on August 31, 2007. Seller may require Buyer to close up to Thirty (30) days in advance of that date with not less than Thirty (30) days’ advance written notice to Buyer, and, subject to the limitations in Section 2 below, Seller may extend the closing date so long as in doing so Buyer is not required to close on less than thirty (30) days’ advance written notice.

2. COMPLETION OF CONSTRUCTION. Seller will be marketing units in the Condominium before completion of construction. Seller agrees to cause the Unit to be substantially completed and ready for occupancy and use as a residence by not later than August 31, 2007, subject to extensions resulting from delays in Seller’s construction caused by acts of God or other force majeure (the date such construction is required to be so completed being hereinafter referred to as the “**Required Completion Date**”). If Seller is unable to complete the Unit by October 31, 2007, because of acts of God or other force majeure, Buyer may cancel this Agreement by written notice to the other, whereupon the earnest money shall be refunded to Buyer; provided, however, Buyer shall not have such right of cancellation if Seller reasonably concludes that it is able to and does in fact complete the Unit as aforesaid within one hundred twenty (120) days thereafter. Buyer acknowledges and agrees that the driveway access and parking spaces that will be located in the adjacent Trace North Condominium may not be completed for approximately five (5) months after the Unit is ready for occupancy and during that period Buyer may not have access to that driveway or parking spaces or any other parking spaces in the Condominium.

Initials:

Buyer: _____ Buyer: _____

Seller: _____

3. DEFAULTS AND REMEDIES. The Default paragraphs in both the Specific Terms and the General Terms in the Purchase and Sale Agreement are deleted. The parties agree that RCW 64.04.005 shall apply and that in the event Buyer fails, without legal excuse, to complete the purchase of the Property, then that portion of Buyer's earnest money deposit which does not exceed 5% of the purchase price shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such Buyer's default. If Buyer fails to deposit any portion of the earnest money when due under this Agreement, including any tender of a check that is not honored when first presented for payment, and if such failure continues for more than five (5) days after Seller's written notice thereof, Seller shall have the right to terminate this Agreement and retain all portions of the earnest money previously paid. Seller shall also have the right to recover its damages caused by any other default of Buyer under this Agreement. If, in connection with Buyer's default, there is a dispute over whether Buyer's earnest money deposit shall be forfeited to Seller, Seller may sell the Unit to a third party free and clear of any claim by Buyer. If Seller defaults under this Agreement and such default continues for fifteen (15) days after Buyer's written notice thereof, Buyer may terminate this Agreement before closing and obtain a refund of the earnest money deposit; provided, however, no such notice or cure period shall be required if the default is Seller's failure to complete construction of the Unit by the Required Completion Date, and in the event of and for such failure to complete construction of the Unit by the Required Completion Date, and except for any right to recover consequential or punitive damages (which rights are specifically hereby waived), Buyer shall have all remedies available at law or in equity.

4. PREAPPROVAL OF BUYER/FINANCING CONTINGENCY. The Purchase and Sale Agreement is not subject to Buyer's securing financing for the purchase of the Unit unless otherwise indicated in the box below, and if so indicated, Buyer's obligation to purchase shall be subject to being Preapproved unless this contingency is waived or deemed waived as hereinafter stated. To be "**Preapproved,**" the Preferred Lender identified in Section 5 below must determine that Buyer is likely to qualify for a loan for the portion of the purchase price for the Unit that exceeds a down payment of ____% thereof. Buyer shall, within three (3) business days after mutual acceptance of this Agreement, contact Mark Anderson of the Preferred Lender at (206) 691-2947 to ascertain whether Buyer is Preapproved. If the Preferred Lender determines that Buyer is not Preapproved, either Buyer or Seller may elect to terminate this Agreement by written notice to the other party. Upon such termination, Buyer's earnest money deposit shall be returned and this Agreement shall be null and void. **Unless Seller receives written notice within 15 days after mutual execution of this Agreement that the Financing Contingency has not been satisfied or waived, the Financing Contingency shall be deemed to have been waived and all earnest money shall be nonrefundable.**

This sale (**INITIAL ONE ONLY**):

<u>IS</u> subject to Buyer's prequalification for financing	Buyer Initials: ____/____
Is <u>NOT</u> subject to Buyer's prequalification for financing	Buyer Initials: ____/____

Initials:

Buyer: _____ Buyer: _____

Seller: _____

5. PREFERRED LENDER. Seller has selected First Horizon Home Loans as Seller's preferred lender ("**Preferred Lender**"). Seller encourages (but does not require) Buyer to use Preferred Lender. Buyer agrees that while it may obtain funds for the purchase price from any lender, Seller shall not be required to adhere to any Fannie Mae or permanent lender presale requirements and that Buyer's selection of any lender imposing any such requirements shall permit Seller to reject that source of Buyer's purchase price payment. If Buyer elects to use any lender other than Preferred Lender, Buyer shall pay Seller Fifty Dollars (\$50) for each page of such other lender's documents Seller is required to review or approve. If Buyer is unable to replace such lender with a source that does not impose any of such requirements in time to close on the required closing date, Buyer shall be in default and Seller may terminate this Agreement and retain that portion of Buyer's earnest money to which Seller would be entitled had Buyer wrongfully failed to close for any other reason. Any lender selected by Buyer must have the ability to close its loan upon the issuance of a temporary certificate of occupancy, since Trace Lofts is not expected to receive a permanent certificate of occupancy until the adjoining Trace North Condominium is completed. Seller's Preferred Lender has confirmed that it will be able to satisfy this condition. If closing is delayed by any act, failure to act or requirement of Buyer's lender (other than Preferred Lender), and if Seller does not elect to terminate this Agreement, Buyer shall pay Seller Fifty Dollars (\$50) for each calendar day of such delay.

6. BUYER'S ACCESS PRIOR TO CLOSING. Buyer shall have no access to the Unit or the property upon which it is located prior to closing. Any access permitted by Seller shall be conditioned upon Seller's prior written approval of Buyer's access. Buyer being accompanied by a Seller's representative and Buyer's adherence to all of the attire requirements and safety rules of Seller and its contractors, including signing Seller's form in which Buyer assumes all risk of entry and waives any claims against Seller for any resulting personal injury or property damage. Only contractors of Seller, acting pursuant to written instructions of Seller, are authorized to work on the Unit prior to closing.

7. CONSTRUCTION; MODEL UNIT; ARTIST'S RENDERING. Seller reserves the right to make changes to the plans and specifications for the units and common elements in the Condominium and to substitute materials, appliances, finishes or other items so long as the Unit as constructed does not substantially differ from that described in such plans in terms of its overall function and quality. Minor deviations and variations involving fixtures, appliances, finishes and decorative or finish work shall not be considered substantial differences or deviations. Buyer acknowledges that any marketing floor plans and schematics, artist's renderings or models of the Condominium or any promotional materials for the Condominium are only illustrative impressions and drawings and do not necessarily represent the physical characteristics of the Condominium as actually designed or constructed.

8. NOISE; VIEWS. Buyer acknowledges that Seller makes no representation or warranty as to any sounds audible within the Unit which may arise from activities in any other unit, any common element of the Condominium, or anywhere outside the Condominium. Buyer further acknowledges that Seller makes no representation or warranty that the view from the Unit, as of the date this Agreement is signed or as of closing, will not be obstructed or changed in whole or in any part at any time in the future. The Condominium is located in an urban core that is undergoing and may continue to undergo significant additional development, and some

Initials:

Buyer: _____ Buyer: _____

Seller: _____

views from the Condominium are likely to be impaired by such developments. Consequently, any depictions or descriptions of views in any of Seller's marketing materials, website, viewstrips, studies and examples are for the sole purpose of approximating what such projected views could be like from various sides of the Condominium on the date such materials were assembled and are agreed by Buyer not to represent what views may actually exist when the Condominium is constructed or at any time in the future. Buyer acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Buyer acknowledges that Buyer is not relying on Seller to disclose such developments, and Buyer acknowledges that Buyer is releasing Seller from any duty Seller might otherwise have to disclose such developments known to Seller. If Buyer desires to investigate the potential for future development in the area, information may be available from the City of Seattle and from other sources. Real estate agents are not necessarily experts on future real estate developments, and Buyer shall not rely on statements from real estate agents. Buyer acknowledges that an affiliate of Seller owns adjoining land north of the Condominium on which a separate condominium currently intended to be named Trace North Condominium may be constructed, that Trace North Condominium may or may not be constructed, and Trace North Condominium may be developed for commercial or residential purposes by Seller or any third person to whom it is conveyed in a manner that is unrelated to the Condominium. Buyer further acknowledges that Seller's construction and repair work, any construction of the Trace North Condominium and any other real estate development in the area may create dust, vibration and noise and involve illumination, traffic routing and other temporary nuisances that are typically associated with such types of construction and development projects.

9. BUYER'S WALK-THROUGH INSPECTION AND LIMITATION OF WARRANTIES. Upon five (5) days' notice from Seller that the Unit is ready for inspection, Buyer will inspect the Unit with Seller and Buyer agrees to accept the Unit as constructed in accordance with this Agreement and its applicable addenda. Buyer agrees to close this sale if Seller's work in the Unit is substantially completed even though mutually agreed upon defects, "punch-list" items and similar work remain to be corrected and completed by Seller after closing. If Buyer is accompanied by its own inspector, Buyer shall be solely responsible for the costs and fees of such person, and the findings and recommendations of Buyer's inspector shall not be binding upon Seller or reflect the extent to which Seller has complied with its obligations under this Agreement. If Buyer fails or elects not to inspect the Unit as and when scheduled by Seller, Buyer shall be deemed to have accepted and approved the construction and condition of the Unit as of the date of closing. Buyer acknowledges and agrees that the Limited Warranty made a part of this Agreement is provided to clarify and reflect the parties' agreement on the scope of the implied warranties of quality under the Washington Condominium Act, RCW 64.34.445, and shall be binding upon the parties to the extent that it does not reduce the protections provided to Buyer by such section. Buyer further agrees:

(a) that the intent and purpose of the Limited Warranty is to provide Buyer and Seller, prior to the consummation of a transaction, with a clear and predictable understanding of their rights, duties and obligations;

Initials:

Buyer: _____ Buyer: _____

Seller: _____

(b) that, except as stated in Sections 2 and 3 of this Addendum with respect to Seller's failure to complete construction of the Unit by the Required Completion Date, the provisions of the Limited Warranty, and the rights, duties and obligations of Seller and Buyer thereunder, is given by Seller and accepted by Buyer: (i) in lieu of and to the exclusion of all other express or implied warranties (including without limitation any implied warranty of habitability, merchantability or fitness for a particular use); and (ii) in lieu of and to the exclusion of all other legal or equitable rights, remedies or causes of action;

(c) that the Limited Warranty is not intended to be in addition to the implied warranties of quality provided by RCW 64.34.445(2), but rather that such implied warranties are to be interpreted and enforced in accordance with the provisions of the Limited Warranty;

(d) that in the event of any variance (including without limitation variances due to definition of defects, exclusions, performance standards, deductibles, remedies or measure of damages) between the provisions of the Limited Warranty and an asserted interpretation of the implied warranties provided by RCW 64.34.445(2), that the provisions of the Limited Warranty shall control to the maximum extent permitted by law;

(e) that Buyer's acknowledgment and agreement is a direct and material inducement to Seller's agreement to sell the Unit for the agreed price, and has been relied upon by Seller (and Seller's contractor, subcontractors, vendors, suppliers and other professionals); and

(f) that Buyer's acknowledgment and agreement shall be binding upon Buyer in Buyer's respective capacities as a unit owner in the Condominium, as an officer of the unit owners' association for the Condominium (the "**Association**") and as a member of the board of directors of the Association, and shall be binding with respect to both the Unit and the common elements in the Condominium.

10. TITLE INSURANCE AND ESCROW. Title insurance shall be ordered through Fidelity National Title Company of Washington, which shall also act as escrow agent for the closing. Seller reserves the right to change the title company and the escrow agent at any time before closing upon notice to Buyer. Buyer shall pay one-half of the normal schedule escrow fee. Seller may be entitled to a builder's discount on its portion of the escrow fee. Buyer acknowledges that title to the Unit will be subject to the Declaration, easements of record at closing (including those referred to in the Public Offering Statement), and matters disclosed in the commitment for title insurance.

11. OCCUPANCY REPRESENTATION. Buyer hereby represents that upon closing the Unit will be Buyer's (**INITIAL ONE ONLY**):

Primary residence	Buyer(s) Initials: _____ / _____
-------------------	----------------------------------

Second home	Buyer(s) Initials: _____ / _____
-------------	----------------------------------

Neither	Buyer(s) Initials: _____ / _____
---------	----------------------------------

Initials:

Buyer: _____ Buyer: _____

Seller: _____

Buyer agrees to make the same representation to any lending institution to which application is made for a loan to purchase the Unit. Buyer acknowledges that Seller is not selling the Unit as an investment vehicle or security, that no security registration has been filed or prospectus prepared for any such sale, and that no representations, expressed or implied, exist with respect to the future sale, value or marketability of the Unit. Regardless of which representation is made in this Section by Buyer, Buyer covenants and agrees that it shall not list with any broker or agent or advertise the Unit for sale prior to closing and that any violation of this covenant shall enable Seller to terminate the Purchase and Sale Agreement and retain the earnest money deposit as stated in Section 3 above.

12. PARKING AND STORAGE. Parking and storage locker locations and assignments shall be determined by Seller. Any reference to the location or size of any parking or storage locker in any addendum or other document (including the Survey Map and Plans) is approximate and not intended to be an exact depiction thereof. Neither parking areas nor storage lockers are served by heating, ventilation or air conditioning and may be subject to temperature and humidity extremes and dampness. Except for temporary disruptions, Buyer shall have the exclusive right to use, as limited common elements, the following parking space(s), as shown on the Survey Map and Plans for the Condominium:

Parking Space(s) TBD

Buyer Initials: /

Storage Lockers(s) TBD

Buyer Initials: /

13. UNIT AREA. The unit areas shown in the recorded Declaration are based upon a surveyor's "as built" determination of the boundaries of the units. Such boundaries are the middle of the walls between two units, the inside face of the stud walls (or the inside of the masonry if no stud wall exists in that location) that separate the Unit from a common hallway or other common element or the building exterior, and the inside face of glass defining a plane for the exterior walls. The configurations, measurements and size of the Unit depicted in any marketing materials, brochures or listing agreements or represented by any model or rendering are approximate and may differ in some respects from those of the Unit as surveyed or constructed.

14. SELLER'S EXISTING MORTGAGE. Buyer is advised that there is an underlying mortgage loan on the Condominium. Buyer understands that all of the terms and provisions of this Agreement are and shall be subordinated to the lien of any such existing mortgage, but if this transaction is consummated, Seller shall cause the mortgage to be partially released upon closing to the extent of Buyer's interest purchased.

15. DECLARATION AND BYLAWS. Seller may make amendments to the Declaration, Association Articles of Incorporation, Association Bylaws, Survey Map and Plans, Association Budget, and the Public Offering Statement prepared by or for Seller as Seller may deem desirable (or as may reasonably be required by lenders, investors, or title insurance companies to meet reasonable requirements for title insurance and mortgagee protection). The Washington Condominium Act affords Buyer the right to terminate this Agreement if such right

Initials:

Buyer: Buyer:

Seller:

would exist under generally applicable legal principles because amendments are made substantially changing the Unit's square footage, voting percentage, percentage share of common expenses or other material matters without the written approval of Buyer.

16. CONTINUED CONSTRUCTION. Buyer acknowledges that at the time of taking possession of the Unit and for an indefinite period thereafter, construction in the building in which the Unit is located (and other improvements and common and limited common elements) and certain punch list items in the Unit might not be completed and that such work might be continuing. Buyer further acknowledges and agrees that the adjoining Trace North Condominium will continue to be under construction after Seller begins closing the sale of units in the Condominium and that other such activities will result in noise, dust, lighting, traffic interruptions, the unavailability of vehicular access and parking and other temporary disruptions commonly associated with active construction projects. Seller has also reserved the right to market and sell units in the Condominium and in the adjoining Trace North Condominium from the common elements and any unit owned or leased by Seller in the Condominium, including Buyer's unit prior to its conveyance to Buyer.

17. ASSESSMENTS. At closing, Buyer shall pay to the Association for the Condominium an amount equal to two (2) months' assessments which will be treated as an initial contribution to the working capital of the Association; provided, however, if Seller has previously paid such contribution with respect to the Unit, the escrow agent shall pay Buyer's contribution to Seller. If the Association has commenced collection of assessments, Buyer shall also pay a prorata amount of the current month's assessment for the Unit. Buyer acknowledges that assessments reflected in the Purchase and Sale Agreement and the Public Offering Statement provided by Seller are estimates only and that they may be changed prior to and after closing. Seller may elect to pay all actual costs of the Association and delay commencement of monthly assessments. Future assessments will include charges and special assessments imposed upon the Condominium for local improvement districts, latecomer fees, sewer capacity charges and similar levies, including any of those disclosed in Buyer's title report that are not delinquent as of the date of closing, and any charges and reimbursements that become due after closing under any easements and agreements of record that are reflected in Buyer's title policy or the public offering statement for the Condominium, all of which are assumed by Buyer.

18. NOTICE TO ASSOCIATION. At or immediately following closing, Buyer shall give written notice to the Secretary of the Association for the Condominium at such place Seller provides to Buyer of Buyer's name, address, and the date this sale closed. Buyer acknowledges this notice is required by statute and is necessary for the Association to include Buyer as an insured under the Association's insurance policy.

19. REAL ESTATE TAXES. Real estate taxes shall be prorated between Seller and Buyer as of the date of closing. If real estate taxes have not been segregated among the Units by the time of closing, the proration shall be based on the Unit's allocated undivided interest in the common elements in the Declaration and the total unsegregated taxes for the Condominium. If during the year in which the closing occurs, the real estate taxes due for that year are increased after closing because of completion of construction, any tax increase shall also be prorated as of the date of closing.

Initials:

Buyer: _____ Buyer: _____

Seller: _____

20. COMPLETE AGREEMENT; REPRESENTATIONS. There are no other express or implied agreements, promises or representations except as set forth herein or in the Public Offering Statement or in another document signed by Buyer and Seller. Buyer and all agents acknowledge that no agent has the authority to make, or has made, any agreement, promise, or representation on behalf of Seller and that Buyer has not relied and will not contend that Buyer has relied on any representations or agreements that are not contained in this Agreement or in the Public Offering Statement, including flyers, brochures, renderings, advertisements or listing information.

21. SURVIVAL OF CLOSING. All of Buyer's closing contingencies shall be deemed satisfied by the recordation of Seller's deed to Buyer. Sections 2, 3, 7-9, 11-13, 15-21, 23, 25 and 26 hereof shall survive the termination of this Agreement or the closing of this sale.

22. ASSIGNMENT. Buyer may not assign Buyer's rights under this Agreement without the prior written consent of Seller, which consent may be withheld for any reason Seller deems appropriate.

23. REAL ESTATE BROKER DISCLOSURES. Buyer is hereby advised that the authorized representative for Seller is a real estate broker. Real estate brokers and agents are advised that any commissions payable in connection with the sale of the Unit shall be calculated solely by reference to the Unit purchase price, which does not include the price of or any payments made for any upgrades or alterations to the Unit made by Seller or Buyer.

24. RISK OF LOSS. All risk of loss to the Condominium caused by fire or other casualty or by condemnation shall be upon Seller until closing or earlier occupancy by Buyer.

25. ACKNOWLEDGMENT OF RECEIPT OF PUBLIC OFFERING STATEMENT. Buyer acknowledges that it has received the Public Offering Statement for the Condominium and all of the enclosures identified therein and that any previous acknowledgment thereof sent or transmitted by Buyer to Seller by mail, facsimile or email is binding upon Buyer as of the date thereof.

26. ADDENDUM CONTROLS. The provisions of this Addendum shall control over any conflicting provisions of the Purchase and Sale Agreement or any other written document.

[Signatures on the following page]

Initials:

Buyer: _____ Buyer: _____

Seller: _____

SELLER:

TRACE LOFTS LLC,
a Washington limited liability company

By: GTS Development LLC,
a Washington limited liability company,
Its Manager

By _____
G. Ted Schroth
Its Manager

Dated: _____, 200__

BUYER:

Printed Name: _____

Printed Name: _____

Dated: _____, 200__

Initials:

Buyer: _____ Buyer: _____

Seller: _____

EXHIBIT F

TRACE LOFTS CONDOMINIUM

LIMITED WARRANTY ADDENDUM

The Seller and the Buyer agree that the Seller's warranties to the Buyer and to the Buyer's successors and transferees for the Unit and all Common Elements in the Condominium identified above are limited to the terms stated in this Limited Warranty Addendum (this "**Warranty**"). This Warranty is provided to Buyer to further define the implied warranties of quality under the Washington Condominium Act, RCW 64.34.445, and shall be binding upon the parties to the extent that it does not reduce the protections provided to Buyer provided by such statutory section. The definitions of terms set forth in the Condominium Declaration apply in this Warranty. As used in this Warranty, the term "**Common Elements**" includes both the Common Elements and the Limited Common Elements of the Condominium.

1. Limited Warranty. The Unit and Common Elements in the Condominium identified above are suitable for the ordinary uses of real estate of their type and all parts of the Unit and the Common Elements made or contracted for by the Seller are free from defective materials and have been constructed in accordance with applicable law, in accordance with sound engineering and construction standards, and in a workmanlike manner; provided, however, there shall be no breach of or claim under this Warranty unless Buyer or the Association establishes that the alleged breach has adversely affected or will adversely affect the performance of the portion of the Unit or Common Elements alleged to be in breach to a degree that is significant to a reasonable person.

2. Modifications and Exclusions.

a. Sound, Odor and Vibration Transmission. The Buyer realizes that the Unit is in a multi-family building in an urban environment; therefore, the Seller makes no warranty or representation as to vertical or horizontal sound, odor and vibration transmission that may arise from activities or building systems in any Unit, the interior and exterior Common Elements or outside the Condominium. The Buyer realizes that where Condominium Units are built above, below, or side by side each other or a Common Element, it is normal to experience some transmission of sounds between those Units (including commercial Units), from loud music, voices on decks and terraces, heels on uncarpeted floors, water traveling in drains, doors closing and other causes. In addition, transmission of odor between units, especially from food and cooking, is very common. Noise emanating from the Commercial Units is likely to be particularly apparent in the units on the second floor of the building, and noise and light from a commercial sign that may be affixed to the exterior of the west side of the building may be seen or heard from units in that vicinity. From time to time, noise or vibration from various building systems may be heard or felt from the Unit, including, but not limited to, noise and vibration from mechanical equipment or vehicle traffic in the garage. Noise, vibrations, dust, temporary impediments of vehicular and pedestrian ingress or egress and parking may also result from the construction activities on other properties in the vicinity of the Condominium, including the construction and integration of one or more subsequent phases of the Condominium.

Initials:

Buyer: _____ Buyer: _____

Seller: _____

b. Appliances and Equipment. The Seller makes no warranties or representations with respect to the appliances and equipment installed in the Unit or the Common Elements, including without limitation the stove, refrigerator, microwave oven, dishwasher, garbage disposal, water heater, elevators, parking gate, garage exhaust fans, pumps, trash compactor, heating/ventilation equipment, building entry system and controls, and all similar equipment. The Seller makes no warranties or representations with respect to equipment provided to Association for use in operation or maintenance of the Common Elements. With respect to all such appliances and equipment, the Seller's sole obligation is to assign to Buyer all warranties and guarantees furnished to the Seller from the suppliers or manufacturers of the items.

c. Damage Caused by Buyer and Others. This Warranty excludes all defects and damage to the extent caused or made worse by (i) negligence, failure to inspect, lack of maintenance, improper maintenance, improper operation or other action by anyone other than the Seller or its agents or contractors; (ii) failure of the Buyer or the Association to minimize or prevent damage in a timely manner, including failure to allow timely access or inspections and repairs by Seller or its agents; (iii) failure of the Buyer or the Association to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or equipment; (iv) failure of the Buyer or the Association or their agents, employees, contractors or consultants to follow maintenance recommendations given by the Seller or its agent to the Buyer or the Association or commonly accepted maintenance obligations; (v) ordinary wear and tear, misuse, abuse or neglect; (vi) use for other than its intended purpose; (vii) abnormal loading (including waterbeds) on floors, decks or other surfaces by the Buyer that exceeds design loads that meet building codes; (viii) making or installation of holes, penetrations, windows or skylights in the Unit or Common Elements by anyone other than the Seller or its employees, agents or contractors; (ix) failure of the Buyer or the Association to mitigate damages; or (x) alterations to the Unit or Common Elements by anyone other than the Seller or its employees, agents or contractors.

d. Variations in Natural Products. The beauty of real wood, including manufactured veneers, comes from variations in grain, texture and color of the wood itself. These variations can also cause noticeable differences in finished cabinets and floors. These grain and tone differences are an acceptable condition of quality wood and wood veneer finishes. The variations and differences in color, shade, grain and texture are within our product standards and commercial tolerance. Further, natural wood and manufactured wood veneers color can fade and change over time. Color changes are beyond our control and are not warranted. The stone and wood in your Unit are products of nature and variations in color, texture and surface smoothness can be expected. All of these products have more pronounced imperfections and veining in their finished surface than others. Buyer acknowledges that Buyer has reviewed the stone and wood samples in the sales center and understands that these variations exist and that there are inherent variations between the different stone and wood selections. Also, the locations of seams in the countertops will be determined by the manufacturer based on length, layout, etc.

e. Personal Injury and Consequential Damages. This Warranty excludes bodily injury, illness and death; damage to or theft of personal property; costs of shelter, transportation,

Initials:

Buyer: _____ Buyer: _____

Seller: _____

food, moving, storage or other incidental expenses relating to relocation during repairs; and consequential, incidental, exemplary and punitive damages.

f. Warranty at Time of Purchase. This Warranty applies only to the construction and condition of the Unit and Common Elements at the time of Seller's sale of the Unit to the Buyer or at the time Common Elements are completed or added to the Condominium in the future. This Warranty does not extend to future performance or duration of any improvement or component of the Condominium, and the Seller makes no such warranty.

g. Mold. This Warranty excludes any loss or damage caused by mold within the Units or the Common Elements. The Purchaser acknowledges and agrees that mold can form from lack of ventilation (not using bath fans, not opening windows), from failing to squeegee shower stalls, from not cleaning properly, from cooking and other causes.

h. Other Limitations and Exclusions. This Warranty excludes any loss or damage (i) due to normal wear and tear or normal deterioration; (ii) caused by accidents, riot, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, war, terrorism, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption or changes in underground water table not reasonably foreseeable; (iii) caused by soil movement; (iv) caused by insects; (v) caused to or by any items supplied by the Buyer or which are not part of the Unit at the time of closing; (vi) relating to cooking odors or other odors from other Units or elsewhere; (vii) consisting of or relating to temporary ponding or pooling of water on roofs, decks, walkways, driveways or other parts of the Condominium, provided such ponding or pooling is not caused by a breach of this Warranty to the extent the performance thereof is adversely affected to a degree that is significant to a reasonable person; or (viii) the extent to which the Buyer or the Association has insurance coverage.

3. Legal Action; Time Limitation. Any legal action asserting a claim under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be commenced within four years after the cause of action accrues. A cause of action accrues, regardless of the Buyer's lack of knowledge of the breach: (a) as to the Unit, the date Buyer is first entitled to possession of the Unit; and (b) as to each Common Element, at the latest of (i) the date the first Unit in the Condominium was conveyed to a bona fide buyer, (ii) the date the Common Element was substantially completed, or (iii) the date the Common Element was added to the Condominium.

4. Seller's Right to Inspect. The Seller shall be entitled (but shall not be obligated) to inspect any Common Elements at any time without notice to the Buyer or the Association. The Seller shall be entitled (but shall not be obligated) to inspect the Unit at any time until four years after Buyer takes possession of the Unit, or at any time if there is a pending action relating to the condition of any part of the Condominium, upon at least five days' written notice to the Buyer or such shorter time as may be provided by court order.

Initials:

Buyer: _____ Buyer: _____

Seller: _____

5. Defects Encountered in Construction Process; Further Disclaimer and Modification of Warranty. The Buyer acknowledges that defects and construction problems may occur during the construction process and be corrected by the builder and subcontractors during the course of or after the construction process, and the Buyer agrees that if defects or construction problems have occurred during the construction process, this is not of itself a matter requiring disclosure to the Buyer.

6. No Other Warranties. The Seller and the Buyer agree that there are no express or implied warranties concerning the design, construction or condition of the Unit or Common Elements arising from Seller's sale of the Unit to the Buyer or the uses to which the same may be placed or adopted other than those stated in this Warranty.

7. Survival and Savings. This Warranty shall survive the conveyance of title, delivery of possession of the Unit, or other final settlement between the Seller and the Buyer, and shall be binding upon the Seller and the Buyer notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Buyer or Seller. If any part of this Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder hereof.

Seller and Buyer have executed this Warranty Addendum as of this _____ day of _____, 200__.

SELLER:

BUYER:

TRACE LOFTS LLC,
a Washington limited liability company

Printed Name: _____

By: GTS Development LLC,
a Washington limited liability company
Its Manager

Printed name: _____

By: _____
G. Ted Schroth
Its Manager

Dated: _____, 200__

Dated: _____, 200__

Initials:

Buyer: _____ Buyer: _____

Seller: _____

EXHIBIT G

ACKNOWLEDGMENT OF RECEIPT

TRACE LOFTS CONDOMINIUM

THE UNDERSIGNED PURCHASER(S) HEREBY ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND HAS BEEN PERMITTED TO RETAIN AN EXACT COPY OF THIS PUBLIC OFFERING STATEMENT AND A COMPLETE COPY OF ALL OF THE CONDOMINIUM DOCUMENTS REFERRED TO IN PARAGRAPH NUMBERED 31 BELOW.

DATED _____, 200__.

Printed Name: _____

Printed Name: _____

AFTER DATING AND SIGNING THIS ACKNOWLEDGMENT OF RECEIPT, PLEASE RETURN IT TO THE SELLER BY ONE OF THE FOLLOWING METHODS:

- SCAN THE SIGNED COPY AND EMAIL IT TO jimg@tracelofts.com.
- FAX THE SIGNED COPY TO (206) 441 - 5695.
- MAIL THE SIGNED COPY TO THE ADDRESS FOR TRACE LOFTS, LLC, LISTED ON PAGE 1.

THANK YOU.

INVESTMENT OF ESCROW FUNDS

Dated: _____

Escrow File No: _____

To: Fidelity National Title Company

Subject to all of the terms of this instruction and the terms of the above captioned escrow agreement, you are authorized and directed to open an account in the customer name of _____, by Fidelity National Title Company as Escrow Agent, in the amount of _____.

This account shall be opened at (bank) _____ in an (investment type) _____. (If a depository institution preference has not been stated by the customer, Fidelity National Title Company will designate the depository.)

The investment shall be for a term beginning on _____, and ending on upon written request – approximately August 2007. This investment, with any accrued interest, will not be renewed upon maturity unless other written instructions are received and authorized by the parties to this agreement.

Interest or other income from this investment shall accrue for the account of the parties to be divided pursuant to the agreement of the parties at the close of escrow.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

Name: _____

Address: _____

Phone: _____

Tax ID or Social Security No.: _____

Upon the depository's request, we will execute the appropriate Internal Revenue Service Documentation for the giving of taxpayer information relating to this account. We authorize Fidelity National Title Company to execute that documentation upon our inability or refusal to do so.

Fidelity National Title Company shall not be responsible for any penalties, or loss of principle or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Fidelity National Title Company be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution.

The funds deposited herewith are not to be invested unless all parties to this escrow have agreed to this instruction in writing.

Buyer: _____

Accepted:

Fidelity National Title Company

By: _____

This describes your legal rights in dealing with a real estate broker or salesperson. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law:

Section 1. Definitions. Defines the specific terms used in the law.

Section 2. Relationships between Licensees and the Public. States that a licensee who works with a buyer or tenant represents that buyer or tenant – unless the licensee is the listing agent, a seller’s subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client – unless the parties agree in writing that both licensees are dual agents.

Section 3. Duties of a Licensee Generally. Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee’s agency relationship in a specific transaction.

Section 4. Duties of a Seller’s Agent. Prescribes the additional duties of a licensee representing the seller or landlord only.

Section 5. Duties of a Buyer’s Agent. Prescribes the additional duties of a licensee representing the buyer or tenant only.

Section 6. Duties of a Dual Agent. Prescribes the additional duties of a licensee representing both parties in the same transaction, and requires the written consent of both parties to the licensee acting as a dual agent.

Section 7. Duration of Agency Relationship. Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.

Section 8. Compensation. Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties’ consent.

Section 9. Vicarious Liability. Eliminates the common law liability of a party for the conduct of the party’s agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.

Section 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.

Section 11. Interpretation. This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.

Section One RCW 18.86.010. Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

1. "Agency relationship" means the agency relationship created under this chapter or by written agreement between a licensee and a buyer and/or seller relating to the performance of real estate brokerage services by the licensee.
2. "Agent" means a licensee who has entered into an agency relationship with a buyer or seller.
3. "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof.
4. "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.
5. "Buyer's agent" means a licensee who has entered into an agency relationship with only the buyer in a real estate transaction, and includes subagents engaged by a buyer's agent.
6. "Confidential information" means information from or concerning a principal of a licensee that: a. Was acquired by the licensee during the course of an agency relationship with the principal; b. The principal reasonably expects to be kept confidential; c. The principal has not disclosed or authorized to be disclosed to third parties; d. Would, if disclosed, operate to the detriment of the principal; and e. The principal personally would not be obligated to disclose to the other party.
7. "Dual agent" means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction.
8. "Licensee" means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW.
9. "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.
10. "Principal" means a buyer or a seller who has entered into an agency relationship with a licensee.
11. "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
12. "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.
13. "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.
14. "Seller's agent" means a licensee who has entered into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.
15. "Subagent" means a licensee who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the agent in writing to appoint subagents.

Section Two RCW 18.86.020 Agency relationship.

1. A licensee who performs real estate brokerage services for a buyer is a buyer's agent unless the: a. Licensee has entered into a written agency agreement with the seller, in which case the licensee is a seller's agent; b. Licensee has entered into a subagency agreement with the seller's agent, in which case the licensee is a seller's agent; c. Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent; d. Licensee is the seller or one of the sellers; or e. Parties agree otherwise in writing after the licensee has complied with RCW 18.86.030(1)(f).
2. In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.
3. A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction.

Section Three RCW 18.86.030. Duties of a licensee.

1. Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived: a. To exercise reasonable skill and care; b. To deal honestly and in good faith; c. To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase; d. To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate; e. To account in a timely manner for all money and property received from or on behalf of either party; f. To provide a pamphlet on the law of real estate agency in the form prescribed in RCW 18.86.120 to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2) (e) or (f), whichever occurs earliest; and g. To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

2. Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

Section Four RCW 18.86.040. Seller's agent--Duties.

1. Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection: a. To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction; b. To timely disclose to the seller any conflicts of interest; c. To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise; d. Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and e. Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

2. a. The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest. b. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

Section Five RCW 18.86.050. Buyer's agent -- Duties.

1. Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection: a. To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction; b. To timely disclose to the buyer any conflicts of interest; c. To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise; d. Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and e. Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to: 1. Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or 2. Show properties as to which there is no written agreement to pay compensation to the buyer's agent.

2. a. The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest. b. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

Section Six RCW 18.86.060. Dual agent -- Duties.

1. Notwithstanding any other provision of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.
2. Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:
 - a. To take no action that is adverse or detrimental to either party's interest in a transaction;
 - b. To timely disclose to both parties any conflicts of interest;
 - c. To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;
 - d. Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;
 - e. Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and
 - f. Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:
 1. Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or
 2. Show properties as to which there is no written agreement to pay compensation to the dual agent.
3.
 - a. The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.
 - b. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.
4.
 - a. The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.
 - b. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyers or create a conflict of interest.

Section Seven RCW 18.86.070. Duration of agency relationship.

1. The agency relationships set forth in this chapter commence at the time that the licensee undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:
 - a. Completion of performance by the licensee;
 - b. Expiration of the term agreed upon by the parties;
 - c. Termination of the relationship by mutual agreement of the parties; or
 - d. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.
 2. Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of:
 - a. Accounting for all moneys and property received during the relationship; and
 - b. Not disclosing confidential information.
- Section Eight RCW 18.86.080. Compensation.**
1. In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers.
 2. An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee.
 3. A seller may agree that a seller's agent may share with another broker the compensation paid by the seller.
 4. A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer.
 5. A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.
 6. A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer.
 7. Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a licensee to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

Section Eight RCW 18.86.080. Compensation.

1. In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers. 2. An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee. 3. A seller may agree that a seller's agent may share with another broker the compensation paid by the seller. 4. A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer. 5. A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction. 6. A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer. 7. Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a licensee to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

Section Nine RCW 18.86.090. Vicarious liability.

1. A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship: a. Unless the principal participated in or authorized the act, error, or omission; or b. Except to the extent that: 1. The principal benefitted from the act, error, or omission; and 2. The court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent. 2. A licensee is not liable for an act, error, or omission of a subagent under this chapter, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error, or omission by an associate real estate broker or real estate salesperson licensed to that broker.

Section Ten RCW 18.86.100. Imputed knowledge and notice.

1. Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal. 2. Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker. Section Eleven RCW 18.86.110. Application. This chapter supersedes only the duties of the parties under the common law, including fiduciary duties of an agent to a principal, to the extent inconsistent with this chapter. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a licensee while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of	Date ▶
	U.S. person ▶	

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.