

CRITICAL DATES · INDUSTRIAL ACQUISITION WITH LEASEBACK

Mutual acceptance to keys *in 60 days*

KENT VALLEY · KENT, WASHINGTON

$7.9M	$235K	12	Sep 18
ALL CASH	EARNEST MONEY	DATES	THE DATE THAT DECIDES IT

PREPARED FOR THE BUYER

All-cash purchase, seller leaseback to June 2027

Status as of Monday, August 31, 2026

PIKE STREET
COMMERCIAL

01 THE 60 DAYS

Aug 28 to Oct 27, day by day.

Click a date for the clause, the owner and the cost of a miss. Click any day on the strip to move today.

ACCEPTANCE | AUG 28 WORKING | AUG 27 ARGUED

THE DATE THAT DECIDES IT

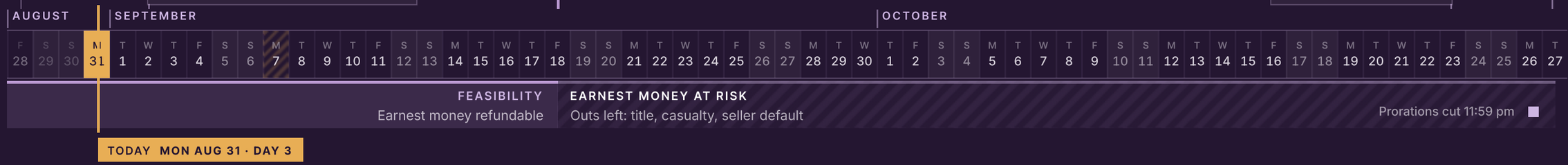
FRI AUG 28
Mutual acceptance

WED SEP 2
Earnest money + DD package

FRI SEP 18
Feasibility · title · lease form

FRI OCT 23
Rent roll to escrow

TUE OCT 27
Closing, noon



DAY 21 **Friday, September 18** 5:00 pm Pacific

IN 18 DAYS

Feasibility notice to proceed — BUYER

Buyer must send written notice to keep the deal alive. On this form, silence terminates the agreement and refunds the earnest money.

IF MISSED
The agreement terminates and the $235,000 comes back. Silence ends the deal; it does not extend it.

5:00 PM PACIFIC — SEC. 6, 24

Title objections due — BUYER

20 days after the preliminary commitment, or the feasibility date if earlier. Unless the commitment arrived by August 29, the feasibility date governs.

IF MISSED
Matters not objected to stand, and Buyer takes title subject to them.

OUTSIDE DATE — SEC. 23(B)

NNN leaseback form agreed, tenant entity approved — BOTH

The full lease signs at closing. Without an agreed form by this date, Buyer can walk under feasibility.

IF MISSED
Buyer can terminate under feasibility and recover the earnest money.

SAME DEADLINE — ADD. ¶1, ¶3

ALSO KEYED TO THIS DATE

Vendor contracts — SEC. 24(A)
Find out which service contracts Seller will terminate and who pays the penalties. Waiving feasibility accepts every contract not terminated in writing.

Defeasance — SEC. 27, 28
If Seller's loan needs defeasance, Seller must say so before this date; closing then follows the three-day defeasance process.

Leasing freeze — SEC. 31
After this date Seller cannot sign or change leases or contracts running past closing without Buyer's consent.

Sample deliverable: parties, property and price are illustrative. Not legal advice.

02 EVERY DATE

Twelve dates, an owner and a clause for each.

4 BUYER 3 SELLER 5 BOTH

THREE INPUTS TO CONFIRM IN WRITING

1 The mutual acceptance date

Buyer signed August 25, Seller August 27. Acceptance is when the signed copy reaches the offering party, its broker or the broker's office, and the envelope sat at the buyer broker's office. If August 27 wins, every date moves back a day. Use the toggle on page 2.

2 The feasibility entry

Section 6 reads 21, entered as days: Sep 18. If anyone argues the blank was not properly completed, the form default is 30 days, Sep 28. A ten-day gap goes in writing.

3 Exhibit A is blank

Section 18 checks the legal description as attached, but the page only says to insert it from the commitment. Escrow inserts it when the commitment arrives. That does not move acceptance.

DATE	WHAT IS DUE	OWNER	CLOCK	CLAUSE
Fri Aug 28 DAY 0	Mutual acceptance Escrow opened and title ordered the same day.	BOTH	Day 0 DONE	Sec. 21
Wed Sep 2 DAY 5	$235,000 earnest money wired to the closing agent Short period, so the weekend is skipped. Confirm wire by voice.	BUYER	5:00 pm Pacific IN 2 DAYS	Sec. 5, 40
Wed Sep 2 DAY 5	Due diligence package delivered Tax, utility, contracts, leases, environmental, surveys, permits.	SELLER	5:00 pm Pacific IN 2 DAYS	Sec. 24(a)
Fri Sep 18 DAY 21	Title objections due 20 days after the commitment, or feasibility if earlier.	BUYER	Outside date IN 18 DAYS	Sec. 23(b)
Fri Sep 18 DAY 21	Feasibility notice to proceed Written notice to proceed. Silence terminates and refunds.	BUYER	5:00 pm Pacific IN 18 DAYS	Sec. 6, 24
Fri Sep 18 DAY 21	NNN leaseback form agreed, tenant entity approved Full lease signs at closing. No form, and Buyer can walk.	BOTH	Same deadline IN 18 DAYS	Add. ¶1, ¶3
Fri Oct 23 DAY 56	Updated rent roll to escrow Lets escrow build the settlement statement and prorations.	SELLER	2 business days out IN 53 DAYS	Sec. 29
Tue Oct 27 DAY 60	Closing Documents and funds by noon. Statutory warranty deed.	BOTH	12:00 noon Pacific IN 57 DAYS	Sec. 7, 28, 29
AFTER CLOSING				
Mon Dec 28 2026	Last day to sue to enforce the sale Only matters if Seller fails to close.	BUYER	60 days out IN 119 DAYS	Sec. 42(b)
Mon Apr 26 2027	Last day to ask for a proration adjustment After this, the closing prorations are final.	BOTH	180 days out IN 238 DAYS	Sec. 30
Wed Jun 30 2027	Leaseback ends and Buyer moves in Holdover is 150% of base rent plus damages.	SELLER	Lease expiry IN 303 DAYS	Add. ¶2, ¶4
Tue Jul 27 2027	Representations and warranties expire Claims over $25,000, capped at $250,000, fraud excepted.	BOTH	9 months out IN 330 DAYS	Sec. 36

Hover a row for what a miss costs and how the date is counted. Every dated deadline also ships as a calendar file, with a reminder three days out and another on the day.

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03 HOW THE CLOCKS WORK

Short periods skip weekends. Long ones do not.

5 days or fewer

Business days. Saturdays, Sundays and Washington legal holidays do not count.

EARNEST MONEY · SEC. 5, 40

FRI	SAT	SUN	MON	TUE	WED
Aug 28	Aug 29 —	Aug 30 —	Aug 31 1	Sep 1 2	Sep 2 3
ACCEPTANCE	NOT COUNTED	NOT COUNTED			DUE 5:00 PM

Longer than 5 days

Calendar days. Weekends count. Each period starts the day after its trigger.

FEASIBILITY · SEC. 6, 24

F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21

Ends on a weekend or holiday

The deadline rolls forward to the next business day.

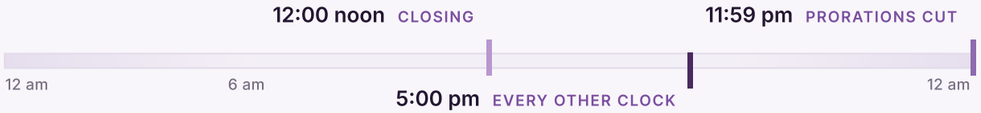
SEC. 40

Form default, 30 days	SEC. 6	~~Sun Sep 27~~	→ Mon Sep 28
Enforce the sale, 60 days after closing	SEC. 42(B)	~~Sat Dec 26~~	→ Mon Dec 28
Proration adjustments, 180 days	SEC. 30	~~Sun Apr 25~~	→ Mon Apr 26

Time of day

Time is of the essence. Three cutoffs, all Pacific.

SEC. 28, 29, 40



CLOCKS THAT START OFF AN EVENT

Seven deadlines with no date until something happens.

THE TITLE REVIEW CHAIN

1. **Commitment received** — 20 DAYS OR FEASIBILITY
   Buyer objects to anything in the title report.
2. **Buyer objects** — 5 DAYS
   Seller says in writing it will clear every item, or the deal ends and the deposit is refunded net of costs.
3. **Seller declines an item** — 3 DAYS
   Buyer waives it or the deal terminates.
4. **Supplemental report** — 3, THEN 2 DAYS
   Buyer objects to new matters, Seller responds, closing extends to fit.

ANYTHING ELSE THAT CAN START A CLOCK

Casualty or condemnation — 10 DAYS AFTER NOTICE
Buyer may terminate and recover the earnest money. Material means above the lesser of $100,000 or 5% of price ($395,000), so $100,000 governs.

A representation proves untrue — 5 DAYS
The discovering party gives notice. Buyer may terminate within 5 days and closing extends up to 5. Other remedies survive if Seller knew.

The agreement terminates — 10 DAYS AFTER REQUEST
Buyer returns everything Seller provided, plus its own non-privileged reports, inspections, appraisals and surveys.

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04 CLOSING DAY

Tuesday, October 27. Everything with escrow by noon.

01 By 12:00 noon Pacific — Sec. 28
All instruments and funds with escrow. Statutory warranty deed from Seller.

02 FIRPTA — Sec. 38
Certification prepared by escrow and signed by Seller on or before closing.

03 Assignment of leases and contracts — Sec. 25
Not attached to the agreement, so escrow has to produce it.

04 Extended title coverage — Sec. 23(c)
If Buyer elects it, Seller affidavits go to the title company by closing.

05 Prorations — Sec. 29
Cut at 11:59 pm Pacific on Monday, October 26. Seller carries through that moment, Buyer from closing.

06 The leaseback starts — Add. ¶2
The NNN lease signs and commences; rent prorates for the partial first month.

Seller pays the standard owner's policy, Buyer any extended coverage and survey, escrow fees split evenly, excise tax per statute. Sec. 7.

05 THE LEASEBACK

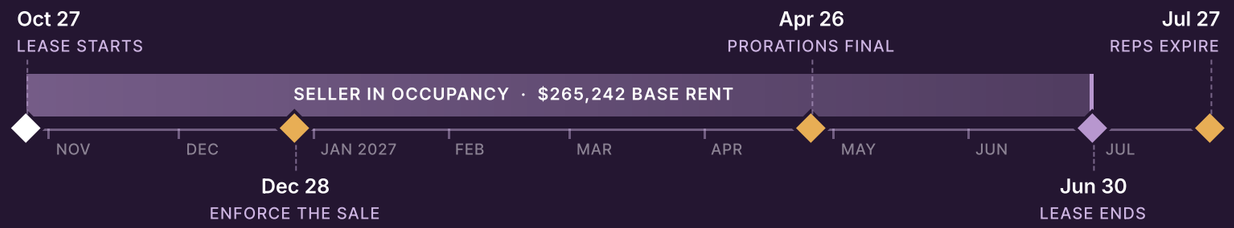
$32,500 A MONTH, NNN, DUE THE FIRST

8 mo + 5 days	$5,241.94	$48,750
Oct 27, 2026 to Jun 30, 2027	First month, Oct 27 to 31, 5 of 31 days	A month in holdover, 150% plus damages

TENANT CARRIES
- Property taxes
- Insurance
- Utilities
- Operating and maintenance
- HVAC and building systems
- Roof, non-structural

LANDLORD
- Structure only

AFTER CLOSING · FOUR MORE DATES



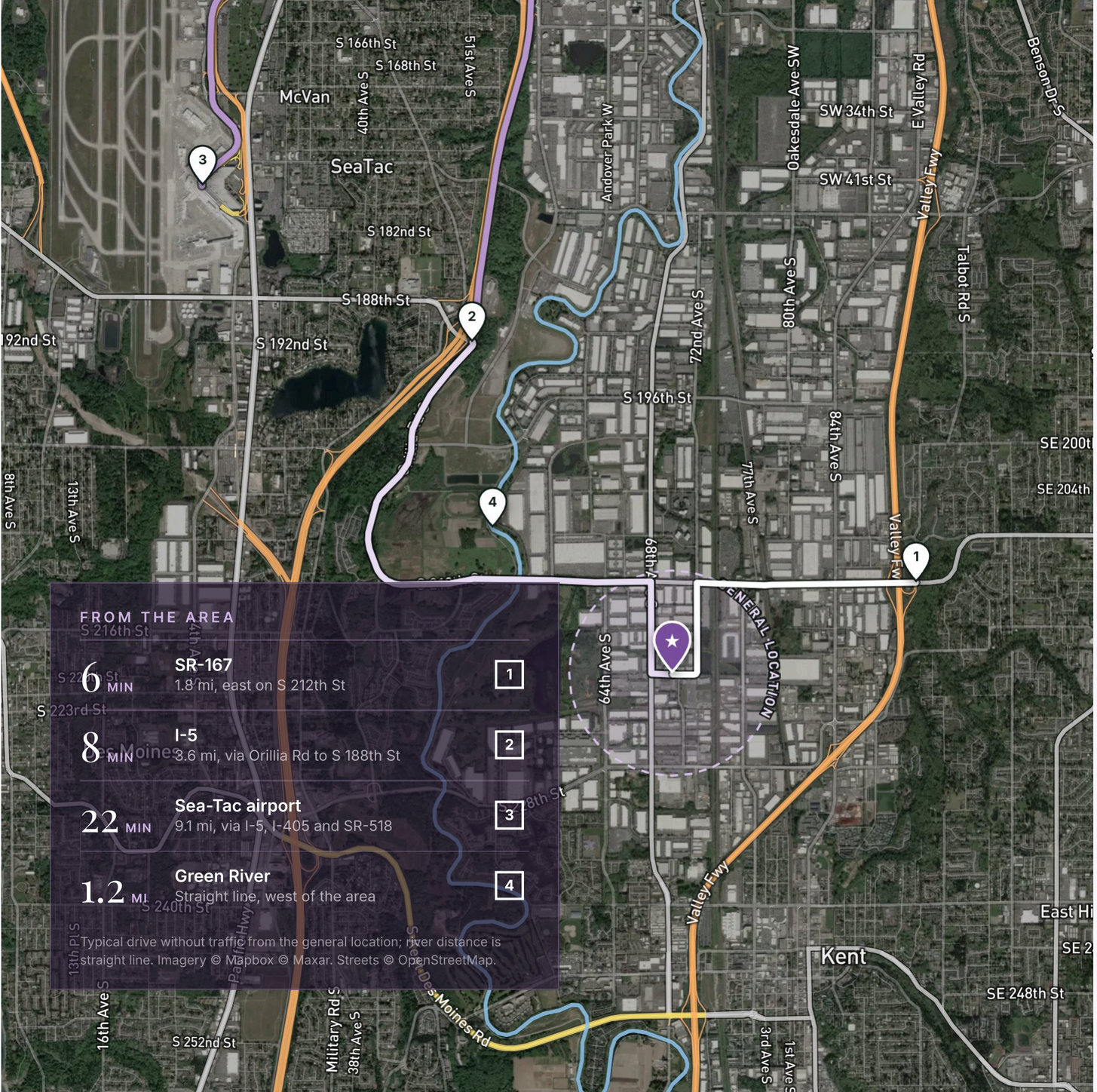
Annual base rent of $390,000 is 4.9% of the $7.9M price. Hover a date for the clause.

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06 WHERE AND WHO

Kent Valley, between I-5 and SR-167.

A flat, built-out industrial valley on the Green River, within ten minutes of both freeways and about twenty from Sea-Tac. Shown at area level only.



BUYER	**Principals of a regional mechanical contractor, buying for its own use** Through buyer broker
SELLER	**A single-asset Washington LLC** Through listing broker
BUYER BROKER	**Jordan Reyes, Pike Street Commercial** (206) 555-0147 · jreyes@pikestreet.example
LISTING BROKER	**Sam Whitfield, Harlan Bay Commercial** (253) 555-0190 · swhitfield@harlanbay.example
CLOSING AGENT	**Independent escrow; also holds the earnest money** Escrow officer
TITLE	**National title insurer; commitment and owner's policy** Title officer

Notices count only when they reach both the party and that party's broker. Section 19 leaves the buyer and seller emails blank, so those need filling in.

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