

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum amends and supplements the Purchase and Sale Agreement (PSA) between WC Commercial, LLC as “Seller” and the City of Billings as “Buyer” with respect to the Stillwater Building. The PSA was signed and dated by the Seller on September 2, 2021.

### I. Amendments.

The Purchase and Sale Agreement is amended as follows:

- A. **Sky Bridge Systems.** Section 8(e) of the Purchase and Sale Agreement is deleted and replaced with the following paragraph:

**Sky Bridge.** The terms of this agreement do not include any transfer of ownership of the Sky Bridge, generally located on the East side of the building, crossing over N 26<sup>th</sup> Street, and connecting to the Stillwater Garage. Any utilities or infrastructure for the Sky Bridge that rely on the subject property (the Stillwater Building) for service shall be limited to the fire suppression system and the related fire system riser. Seller shall disconnect all other systems in the Sky Bridge from the Stillwater Building, including but not limited to data cables, cameras, phones, the alarm system, security systems, and door locks.

- B. **Offer Expiration.** The date stated in paragraph 15 shall be deleted and replaced with the date of October 12, 2021.

- C. **Closing.** The Closing deadline under the Purchase and Sale Agreement (paragraph 12) is extended to and includes October 15, 2021.

- D. **Prorations.** Paragraph 12(c) is deleted and replaced with the following sentence:

Buyer and Seller shall prorate any real property taxes, assessments, rent, common area expenses, and Property Owners Association dues for the current year as of September 30, 2021. If Seller receives any rent and/or common area expense payments prior to Closing that are for any rental period after September 30, 2021, Seller shall pay those rental and common area expense payments to Buyer at Closing.

### II. Additional Provisions.

The Purchase and Sale Agreement is amended to include the following additional provisions:

17. **Access Controls:** At Closing, Seller shall provide to Buyer all keys, passwords, control cards, and access codes in order for Buyer to access and operate the Building and its systems, including but not limited to the computer systems, door locks, cameras, data cables and systems, the alarm system, the elevators, the Sky Bridge, and any other portion of the Building or any Building system that is controlled by a key, password, code, or lock. Seller shall facilitate the creation of administrator profiles for City Staff and their integration contractor effective at Closing.

18. **Common Area Expenses:** All Operating Expenses shall be prorated as of September 30, 2021. Seller shall pay all operating expenses for the period prior to October 1, 2021, on or before Closing and shall provide to Buyer copies of all invoices and bills that were paid with CAM funds during 2021. Any remaining (unspent) CAM funds paid by Yellowstone County to Seller, if any, shall be transferred to Buyer at Closing, including any Common Area Expense payments for periods after September 30, 2021. Buyer shall be responsible for paying all Operating Expenses that are incurred on or after October 1, 2021.

19. **Agreement for Pedestrian Skyway.** Exhibit "F", attached hereto, is added to the Purchase and Sale Agreement, and shall be signed at Closing in a form that is substantially consistent with Exhibit "F" hereto.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Addendum to Agreement to Purchase and Sell Real Property this \_\_\_\_ day of October, 2021.

**BUYER:**

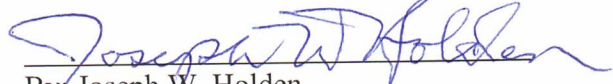
**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
By: William A. Cole  
Its: Mayor

Date: \_\_\_\_\_

**SELLER:**

**WC COMMERCIAL, LLC**  
An Alaska limited liability company

  
By: Joseph W. Holden  
Its: Member

Date: 10, 1, 2021