

BUY-SELL AGREEMENT (Land)
(Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 9/15/2025
2 City Of Billings

3 as joint tenants with rights of survivorship, tenants in common, individually, other
4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
5 following described real property (hereafter the "Property") commonly known as _____
6 123.52 Acres of rural land north of the Airport
7 in the City of Billings, County of Yellowstone, Montana, legally described
8 as:
9 C.O.S. 3795 Parcel D in Yellowstone County
10 S30, T01 N, R26 E, C.O.S. 3795, PARCEL R, (22)

11
12 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
13 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except:
14 _____

15
16 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are
17 included and shall transfer to the Buyer at Closing: _____
18 _____

19
20 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of
21 any other advertisements or information to the contrary.

22
23 **PURCHASE PRICE AND TERMS:**

24 \$ 1,500,000.00 Purchase Price: One Million Five Hundred Thousand (U.S. Dollars)
25 \$ _____ Earnest Money (credited to Buyer at closing)
26 \$ 1,500,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
27 (check one):
28 All cash at closing (no financing contingency);
29 Certification of cash funds provided with offer OR delivered by Buyer within _____
30 days of the date all parties have signed this Agreement.
31 Additional cash down payment at closing in the minimum amount of:
32 \$ _____ OR _____ % of the Purchase Price
33 Balance to be financed as indicated below:
34 Conventional Other Financing Seller Financing Assumption Home Equity
35 Other
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____
42 _____

43 Pre-approval letter from financial institution provided with offer OR delivered by Buyer
44 within _____ days of the date all parties have signed this Agreement.

45
46 **CLOSING DATE:** The date of closing shall be (date) 12/31/2025 (the "Closing Date"). The parties may, by
47 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer
48 and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
49 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
50 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
51 more than 0 days to accommodate delays attributable solely to such third-party financing. If the Closing Date,

Buyer's Initials

Seller's Initials



52 or any extension of the Closing Date, falls on a Saturday, Sunday, or Montana or federal holiday, it shall automatically
53 be extended to the first day immediately following that is not a Saturday, Sunday, or Montana or federal holiday.

54
55 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
56 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
57 upon recording of the deed or notice of purchaser's interest, **OR**
58 _____.

59
60 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
61 and Homeowner's Association facilities, if applicable.

62
63 **EARNEST MONEY:** (check one)
64 Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
65 by check, cash, or wire transfer.

66
67 Broker/Salesperson: _____
68 (name printed) (signature acknowledging receipt of earnest money)

69
70 **OR**
71
72 Buyer agrees to provide earnest money in the amount as set forth herein within _____ days, by 5:00 p.m. (Mountain
73 Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday,
74 Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a
75 Saturday, Sunday, Montana or federal holiday.

76
77 Earnest money may be made by check, cash or wire transfer and shall be held in trust by Seller's choice
78 _____ . If Buyer fails to provide earnest money as set forth herein,
79 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.
80 The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
81 consideration for services rendered.

82
83 **FINANCING CONDITIONS AND OBLIGATIONS:**
84
85 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
86 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
87 contingent source of such funds unless otherwise expressly set forth herein.

88
89 **LOAN APPLICATION:** If Buyer fails to make written application for financing with a lender which shall include
90 providing a fully executed copy of this Agreement to the lender and pay to the lender any required fees, apply
91 for assumption of an existing loan or contract, or initiate any action required for completion of seller
92 financing by 5:00 pm (Mountain Time) (date) _____
93 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

94
95 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been
96 released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the
97 date specified for each contingency, the party requesting that contingency has notified the other party or the other party's
98 Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other
99 party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated,
100 and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

101
102 **FINANCING CONTINGENCY:**
103 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
104 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
105 Agreement is terminated and the earnest money will be refunded to the Buyer.

106 **APPRAISAL CONTINGENCY:**

107 Property must appraise for at least the Purchase Price **OR** at least \$ _____. If the Property
108 does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the
109 Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written
110 notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of
111 Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

112
113 This Agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
114 \$ _____. Release Date: _____ at 5:00 p.m. (Mountain Time).

115
116 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
117 satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer
118 may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release
119 Date: _____⁴⁵ days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the
120 Commitment.

121
122 Buyer may approve the Commitment subject to the removal of specified exceptions. If Buyer provides Seller written
123 objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those
124 objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a
125 time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection
126 to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three
127 (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this
128 Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which
129 case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole
130 remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

131
132 Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the
133 Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of
134 the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the
135 parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days
136 equal to the number of days set forth after the Release Date, above, plus thirteen (13).

137
138 **PROPERTY INVESTIGATION:** This offer is contingent upon Buyer's independent investigation of the following
139 conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well
140 depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries,
141 special improvement districts, restrictions affecting use, special building requirements, future assessments, utility
142 hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or
143 anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer
144 or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further,
145 Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or
146 destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the
147 Property.

148
149 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before
150 (Notice Date) _____ 12/31/2025 _____ at 5:00 p.m. (Mountain Time), this inspection contingency shall be
151 of no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to
152 the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY
153 that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer
154 elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects**
155 **to negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested
156 remedies.

157
158 On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's
159 Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting
160 a resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or
161 notices electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved
162 and agreed to in writing by the Seller.

163 If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written
164 agreement in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the
165 parties cannot come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not
166 withdraw, in writing, his/her disapproval of the condition(s) noted and elect to continue to closing without regard
167 to any and all previously provided inspection notices, on or before (Resolution Date) 12/15/2025
168 at 5:00 p.m. (Mountain Time), the earnest money shall be returned to the Buyer, and the Agreement then
169 terminated.

170
171 **This offer is contingent upon**

172 The City Council of Billings approving the purchase of the property.

173
174
175
176 Release Date: 12/15/2025 at 5:00 p.m. (Mountain Time).

177
178 **This offer is contingent upon**

179 _____
180 _____
181 _____

182
183 Release Date: _____ at 5:00 p.m. (Mountain Time).

184
185 **ADDITIONAL PROVISIONS:**

186 _____
187 _____
188 _____
189 _____
190 _____
191 _____
192 _____
193 _____
194 _____
195 _____
196 _____

197
198 **CONVEYANCE:** The Seller shall convey the real property by _____ Warranty
199 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
200 Buyer. The Seller shall convey the personal property by Bill of Sale.

201
202 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
203 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
204 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
205 Property, except: _____
206 _____

207 Filing or transfer fees will be paid by Seller, Buyer, **OR** split equally between Buyer and Seller.
208 Documents for transfer will be prepared by _____
209 _____

210
211 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of
212 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating
213 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of
214 water rights being exempted, severed, or divided, the failure of the parties to comply with section
215 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

216
217 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana
218 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water
219 bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation

_____/_____
Buyer's Initials

_____/_____
Seller's Initials



220 Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved
221 to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners
222 should consult their local conservation district, a land use professional, or other qualified advisor, regarding any
223 applicable local, state or federal regulations, including permitting or other approvals, before working in or around any
224 streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.
225

226 **FLUCTUATING WATER LEVELS:** Buyers of waterfront property or property which has waterfront access should be
227 aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in
228 other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source,
229 may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to
230 irrigate or engage in other uses of said water.
231

232 **FLOOD PLAIN DISCLOSURE:** Property flooding can occur any time of year from both surface water as well as
233 groundwater (water rising up through the ground). Buyer's hazard insurance policy usually will NOT cover property
234 damage due to this type of flooding. If Property is determined to lie within a FEMA-designated 1% Flood Hazard Area
235 and the Buyer is obtaining a loan, Buyer's lender will likely require the purchase of flood insurance in connection with
236 Buyer's purchase of the Property. The Property could be impacted, learn more at FEMA.gov
237

238 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
239 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all
240 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property. These
241 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these
242 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral
243 rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the
244 surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals
245 even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor
246 the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or
247 make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the
248 brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an
249 inspection or analysis of the mineral rights to and for the Property.
250

251 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller Buyer
252 Equally Shared.
253

254 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
255 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
256 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
257 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
258 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.
259

260 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to closing
261 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other
262 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary
263 title commitment approved by the Buyer.
264

265 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
266 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
267 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
268 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary
269 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
270 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"
271 section below.
272

273 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
274 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
275 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
276 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

277 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District
278 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,
279 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
280 as of the date of closing unless otherwise agreed.

281
282 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
283 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller
284 agrees to leave the Property free and clear of Seller's personal property and possessions, tenants, and occupants,
285 except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer a walk-through inspection of said
286 Property prior to closing to confirm that all appurtenances and personal property included in the sale remain on the
287 Property and that there has been no significant change in the condition of the Property, except for normal wear and tear
288 and changes agreed upon by the parties.

289
290 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
291 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
292 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
293 owner of property, contact either your local County extension agent or Weed Control Board.

294
295 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
296 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
297 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
298 information concerning registered offenders available to the public. If you desire further information please contact the
299 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
300 assigned to the area.

301
302 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided
303 in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

304 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
305 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- 306 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the
307 rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
308 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
309 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

310
311 **SELLER'S REMEDIES:**

312 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
313 within the time period provided in this Agreement, the Seller may:

- 314 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
315 under this Agreement shall be terminated; **OR**
316 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
317 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

318
319 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
320 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
321 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
322 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

323
324 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the
325 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount
326 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence.
327 If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is
328 required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the
329 Internal Revenue Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or
330 prior to Closing, Seller agrees to perform any act and sign any document that is reasonably necessary to comply with
331 FIRPTA including a Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does
332 not do so, Buyer or the closing agent may be required to withhold the applicable tax from the proceeds of sale at
333 Closing and submit this amount to the Internal Revenue Service, pursuant to FIRPTA.

334 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
335 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
336 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition
337 or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult
338 with an appropriate professional concerning any reporting that may be required by the AFIDA.
339

340 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
341 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
342 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
343 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
344 documents concerning this Property or underlying obligations pertaining thereto.
345

346 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
347 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
348 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally
349 speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller
350 should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers
351 through email.
352

353 **ACCURACY OF THIRD-PARTY INFORMATION:** Buyer is encouraged to do Buyer's own research and due diligence
354 concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or
355 information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by
356 third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that
357 neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or
358 verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed
359 to be from sources deemed reliable, some sources may have conflicting or incorrect information.
360

361 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property from any cause
362 is assumed by Seller through the time of closing unless otherwise specified.
363

364 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
365

366 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns of
367 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express
368 written consent.
369

370 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
371 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine
372 just.
373

374 **COMPENSATION:** The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction
375 anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s)
376 representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written
377 agreement(s) with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s)
378 representing the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company
379 closing the transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or
380 Buyer, this Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer
381 is obligated to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected
382 from Buyer as a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully
383 negotiable and not set by Montana law, any board or association of REALTORS®, or any multiple listing service.
384

385 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
386 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
387 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
388 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
389 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
390 Uniform Electronic Transaction Act.

Buyer's Initials

Seller's Initials

391 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed
392 by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral
393 agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.
394

395 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
396 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
397 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing
398 agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option
399 and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent
400 jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees
401 required for filing such action.
402

403 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 404 Contingency for Sale of Buyer's Property Back-up Offer
405 Addendum for Additional Provisions Seller Compensation Addendum
406 Water Rights Acknowledgement
407 _____
408 _____
409

410 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
411 hereafter have been involved in the capacities indicated below and the parties have previously received the required
412 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
413

414 _____ of _____
415 (name of licensee) (name of brokerage company)

416 _____
417 3135 Meadow View Drive Billings MT 59102
418 (licensee's Montana license number) (brokerage company address)

419 _____
420 george@cbcmontana.com 4066562001
421 (licensee email address) (brokerage company phone number)

422 _____
423 (licensee phone number)
424 is acting as Seller's Agent Dual Agent Statutory Broker

425 _____ of _____
426 (name of licensee) (name of brokerage company)

427 _____
428 RRE-RBS-LIC-5453 3135 Meadow View drive Billings MT 59102
429 (licensee's Montana license number) (brokerage company address)

430 _____
431 todd@cbcmontana.com 4066562001
432 (licensee email address) (brokerage company phone number)

433 _____
434 4065708961
435 (licensee phone number)
436 is acting as Buyer's Agent Dual Agent Statutory Broker
437 Seller's Agent (includes Seller's Sub-Agent)

438 Buyer is not represented by a real estate agent and acknowledges and agrees that Buyer is NOT represented by the
439 licensee(s) identified above.

440 Seller is not represented by a real estate agent and acknowledges and agrees that Seller is NOT represented by the
441 licensee(s) identified above.
442
443
444
445

446 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
447 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has
448 examined the subject real and personal property and represents that Buyer has **OR** has not physically visited the
449 Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her
450 independent investigation and judgments and has read and understood this entire Agreement.
451

452 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth
453 in the above offer and grant to said Broker/Salesperson until (date) _____, at _____ am pm (Mountain
454 Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer
455 may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted
456 by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement
457 bearing my/our signature(s).
458

459 _____ Date: _____, at _____ am pm (Mountain Time)

460 Buyer's Signature

461 Name Printed: William A. Cole-Mayor for the City of Billings

462 Address: 316 N 26th St Billings State: MT Zip: 59101

463 _____ Date: _____, at _____ am pm (Mountain Time)

464 Buyer's Signature

465 Name Printed: _____

466 Address (if different): _____ State: _____ Zip: _____

467 **SELLER'S COMMITMENT:**

474 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
475 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
476

477 _____ Date: _____, at _____ am pm (Mountain Time)

478 Seller's Signature

479 Name Printed: _____

480 Address: _____ State: _____ Zip: _____

481 _____ Date: _____, at _____ am pm (Mountain Time)

482 Seller's Signature

483 Name Printed: DR Morledge Family LLC c/o David E Morledge

484 Address (if different): 1365 E Comiche CT Boise State: ID Zip: 83607

485 Modified per the attached Counter Offer:

486 _____ / _____
487 Seller's Initials Date Seller's Initials Date

488 Rejection of this offer by Seller (no counter offer is being made):

489 _____ / _____
490 Seller's Initials Date Seller's Initials Date

500 **NOTE:** Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holiday.