

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY COMMERCIAL AND INVESTMENT PROPERTIES

Date 9-9-2026

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

Seller, City of Billings, agrees to sell to Cal Kunkel. And/or assigns, Buyer, taking title as:
☐ Joint tenants with rights of survivorship, ☐ Tenants in common, ☐ Individually in his/her own name, ☒ Other _____
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Agreement, the following described real property
in the City of Billings County of Yellowstone State of Montana
Property commonly known as: Monad Land
Legal description of the Property: Lampman Park, Lampman Subdivision, in the SW¼ of Section 12, Township 1 South, Range 25 East, M.P.M., Yellowstone County, Montana, according to the official plat filed February 15, 1956, Document No. 557995, records of Yellowstone County, containing approximately 6.04 acres, as shown on Exhibit A.

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to conform to the legal description in the Commitment (defined below).

2. PURCHASE PRICE AND TERMS:

The purchase price shall be \$ 834,800.00 payable in U.S. Dollars by Buyers as follows:

\$ 10,000.00 (A) **Earnest Money** ("Earnest Money") to be deposited with the Closing Agent (defined below) within 3 Business Days after the date of the execution of this Agreement.
\$ 824,800.00 (B) **Cash at closing**, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.
Through either a Bank loan or Cash.
\$ 0 (C) Seller to finance Buyer's purchase under the following terms and conditions: _____
\$ 0 (D) Assumption of Existing Financing: _____
\$ 834,800.00 **TOTAL PURCHASE PRICE**

Additional Provisions:

Cash Offer no Financing. Should buyer need additional time relative to its zone change, buyer shall have two options of 30 additional days to renew that specific contingency.

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at Closing.

☐ Security Deposits ☐ Signs ☐ Dumpster(s) ☐ NA

The following personal property is leased and not included in the sale: _____

Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except _____

All personal property and fixtures sold with the Property described above are sold "AS IS" without warranty by the Seller, either expressed or implied
NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.

4. CLOSING:

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CK
Buyers initials

/
Sellers initials

Closing of the sale and purchase ("Closing") shall be held, subject to the provisions hereof, on 10 Days from release of all contingencies ("the Closing Date").

Closing shall be held at the office of Flying S Title (Tammy Shovar) (the "Closing Agent") in Billings, Montana. Seller and Buyer will deposit with the Closing Agent all instruments and monies necessary to complete the sale and purchase in accordance with this Agreement on the Closing Date. Each of the parties shall pay one-half of the closing fees of the Closing Agent. At the closing, Seller shall pay the premium for issuance of the title insurance policy required under this Agreement, and Buyer shall pay the fees for recording and filing the conveyance documents. Seller and Buyer shall each pay their own attorney fees and other costs involved with their performance of this Agreement. All security deposits under the Leases referenced in Section 8 below will be transferred by Seller to Buyer at Closing.

5. POSSESSION:

Unless otherwise specified herein, Buyer shall be entitled to possession of the Property on the Closing Date. On the Closing Date, Seller will deliver to Buyer keys to all locks located on the Property, all garage door openers (if any), all security system or alarm codes and operating instructions, and all other documentation and items in Seller's possession or control relating to use and operation of the Property.

6. PRORATION:

As of the Closing Date Seller and Buyer agree to prorate current real estate taxes, pre-paid rents and operating expenses, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as:

Special Improvement District assessments (including rural SID's) will be ☒ paid off by Seller at Closing or ☐ assumed by Buyer at Closing.

7. ASSUMED LOANS:

The following loans are being assumed by the Buyer and should be assigned to the Buyer at Closing:

NA

8. ASSUMED LEASES:

The following leases are being assumed by the Buyer and should be assigned to the Buyer at Closing:

NA

9. SELLER'S DELIVERABLES:

Seller shall deliver the following documents to Buyer within 5 Days after the date of execution of this Agreement:

Any and all reports, notices, maps, site plans, Geotech, Seller's property disclosure and or environmental documents associated with the property in the Sellers possession.

Release Date: 10 Days from Delivery of above mentioned items. at 5:00 pm (Mountain Time)

10. CONTINGENCIES:

The contingencies set forth in this Agreement shall be deemed to have been released, waived or satisfied unless the party requesting the contingency has notified the other party or its broker/salesperson in writing by 5:00 pm (Mountain Time) on the Release Date specified for each contingency, that the contingency is not released, waived or satisfied. If a party has notified the other party on or before the Release Date that the contingency is not released, waived or satisfied, this Agreement is terminated, and the Earnest Money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

INSPECTION CONTINGENCY:

☒ This Agreement is contingent upon Buyer determining, in its sole discretion, that the Property is satisfactory in all respects and suitable for its intended uses. Buyer agrees to acquire, at its sole cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Seller agrees to provide Buyer and Buyer's agents, inspectors or advisors reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to return the Property to its original condition and to indemnify Seller from any damages or destruction to the Property caused by the Buyer's investigation or inspections if Buyer does not purchase the Property.

Release Date: 30 Days from full execution of this document. at 5:00 pm (Mountain Time).

FINANCING CONTINGENCY:

☐ This Agreement is contingent upon Buyer obtaining financing satisfactory to Buyer as specified in Section 2(D) of this Agreement.

Release Date: _____ at 5:00 pm (Mountain Time).

APPRAISAL CONTINGENCY:

☐ This Agreement is contingent upon the Property appraising for at least the ☐ Purchase Price OR at least ☐\$ _____

Release Date: _____ at 5:00 pm (Mountain Time).

INSURANCE CONTINGENCY:

☐ This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to Buyer, hazard insurance on the Property.

Release Date: _____ at 5:00 pm (Mountain Time).

ADDITIONAL CONTINGENCIES:

☒ This Agreement is contingent upon This Agreement is contingent upon Buyer obtaining, at Buyer's cost, an N2 zoning which is acceptable within the Urban Residential Placetype category (see Exhibit A). Seller shall reasonably cooperate at no cost to Seller.
Buyer may extend the Release Date for up to two (2) successive thirty (30) day periods by written notice to Seller before the then-current deadline. Buyer shall engage with the zoning process as soon as available, once the Placetype map is updated.
If zoning is approved administratively, Buyer may accelerate Closing to ten (10) days after final approval.
If acceptable zoning is not obtained by the Release Date, as extended, Buyer may terminate and the Earnest Money shall be returned.

Release Date: 120 days from execution or 15 days after acceptable approval for said zoning. at 5:00 pm (Mountain Time).

☐ This Agreement is contingent upon _____

Release Date: _____ at 5:00 pm (Mountain Time).

11. SELLER'S REPRESENTATIONS AND WARRANTIES:

(a) Seller hereby represents and warrants to Buyer the following:

(i) Seller expressly disclaims any warranties of condition, fitness for particular use or purpose, and all other warranties concerning the Property, except those warranties specifically made in the **Warranty Deed** and any other conveyance documents to be delivered at Closing.

(ii) Except as otherwise specified hereunder, during Seller's ownership of the Property to the best of Seller's actual knowledge, information and belief, no portion of the Property has been used as a landfill or for the storage or disposal of any hazardous or toxic materials, and to the best of Seller's actual knowledge, information and belief, no portion of the Property has never been used as a landfill or for the storage or disposal of any hazardous or toxic materials. Except as otherwise specified hereunder, to the best of Seller's actual knowledge, information and belief, there are no underground fuel tanks located under the Property.

(iii) Seller has no knowledge of any condemnation proceedings affecting the Property.

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CK / _____
Buyers initials Sellers initials

- (iv) Seller has no knowledge of any federal, state or local governmental effort claiming or asserting violation of any laws, ordinances, statutes, or regulations affecting the Property, including, but no limited to, environmental concerns.
- (v) Seller has no knowledge of any federal, state, or local proceeding or effort to close, restrict or change any highway or road providing access to the Property, and Seller has no knowledge of any easements or rights-of-way on the Property which are claimed by the County in which the Real Property is located for which no constructed road exists.
- (vi) Seller has no knowledge of any claims against the Property by any federal, state or local authority, or any third party.
- (vii) Seller has no knowledge of any claims by a third party for prescriptive rights across, through, or on the Property.
- (viii) Execution of this Agreement by Seller will not give rise to any causes of action on the part of any third parties or result in breach of any other agreements to which Seller is a party.
- (ix) Seller has no knowledge of any leases or other rights of third parties affecting the Property that have not been disclosed in writing to Buyer.
- (x) Seller makes no representations regarding the precise location of boundaries of the Property.

Seller's exception(s) to the above representations and warranties: _____

- (b) Seller agrees to immediately notify Buyer of any changes to the representations and warranties set forth above between the date of execution of this Agreement and the Closing Date.
- (c) The representations and warranties of Seller shall be true and correct as of the Closing Date and shall survive the Closing.

12. OPERATION OF THE PROPERTY:

From the date of this Agreement through the Closing Date, Seller: (a) shall operate the Property prudently and in substantially the same manner as previously conducted, and (b) shall not grant or convey and interest in any of the Property to a third party.

13. CONDITION OF PROPERTY AND RELATED ISSUES:

The parties agree that the Property is being sold and conveyed in "as is, where is" condition except as herein specifically provided. Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, on the Closing Date as existed on the date of the execution of this Agreement. Seller agrees to remove all of its personal property not included in this sale and purchase from the Property by the Closing Date. All buildings on the Property shall be in clean condition. Buyer is entitled to inspect the Property prior to Closing to insure that the Property is in the condition required by this Section and that any personal property included in this Agreement remains on the Property.

14. BUYER'S INDEPENDENT INVESTIGATION:

Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment.

15. ASSIGNABILITY:

This Agreement ☒ shall ☐ shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

16. CONVEYANCE:

Seller shall convey the Property by **Warranty Deed** conveying fee simple merchantable title to the Property to Buyer free and clear of all liens and encumbrances except: (i) reservation in federal and state patents; (ii) existing easements and rights-of-way, visible or of record; (iii) building, use, zoning, sanitary and environmental restrictions; (iv) mineral and royalty reservations or conveyances of record, and oil, gas, and mineral leases of record; (v) real estate taxes and assessments for the year in which Closing occurs, (vi) water, water rights, and ditch rights for which Seller makes no warranties whatsoever; (vii) county road rights-of-way not recorded or indexed as a conveyance in the office of the Clerk and Recorder of the County in which the Property is located; and (viii) any other liens, encumbrances or exceptions expressly agreed to herein, included but not limited to unrecorded leases affecting the property. Seller makes no warranty regarding water rights.

17. TITLE EVIDENCE:


Buyers initials

/
Sellers initials

Within a reasonable time after the date of the execution of this Agreement, Seller shall furnish to Buyer title evidence to the Real Property in the form of a commitment for a standard owner's policy of title insurance ("Commitment") in the amount of the purchase price, together with copies of all documents shown as special exceptions in the Commitment, showing that Seller owns fee simple marketable title to the Real Property. Buyer shall have 15 days after the Commitment and copies of all special exceptions are delivered to Buyer or Buyer's broker/salesperson to review the Commitment and all issues of title to the Property (the "Title Review Period"), and Buyer shall have the right to approve or disapprove of any aspect of title to the Property, in Buyer's discretion. At the end of, or at any time during, the Title Review Period: (a) Buyer may give written notice to Seller or Seller's broker/salesperson that Buyer has elected to terminate this Agreement based upon Buyer's review of the Commitment, in which event the Earnest Money shall be immediately refunded to Buyer, and neither party shall have any further obligation under this Agreement; or (b) Buyer may give written notice to Seller or Seller's broker/salesperson of title irregularities which Buyer requires that Seller correct ("Title Objections"). Within five (5) days after receipt of Buyer's notice of Title objections, Seller shall provide written notice to Buyer or Buyer's broker/salesperson as to whether or not Seller will cure any or all of the Title Objections. If Seller gives written notice that it will not correct any Title Objections, then Buyer may terminate this Agreement by giving written notice to Seller or Seller's broker/salesperson within five (5) days after receipt of Seller's notice, in which event the Earnest Money shall be immediately refunded to Buyer and this Agreement shall have no further force or effect; provided that if Buyer does not give notice of termination within the time specified, Buyer shall be deemed to have waived of any Title Objections contained in Seller's notice that Seller will not correct the Title Objections. If Seller does not object to correcting any Title Objections, then Seller shall proceed with reasonable diligence at Seller's expense to attempt to correct the same. If Seller is unable to cure or remove all Title Objections by 5 days prior to the Closing Date, then this Agreement may, at Buyer's option, be terminated or Buyer may waive any Title Objections not cured or removed by Seller and elect to close, written notice of which shall be provided by Buyer to Seller or Seller's broker/salesperson on or prior to the Closing Date. If Buyer elects to terminate this Agreement pursuant to the preceding sentence, then the Earnest Money shall be immediately refunded to Buyer and neither party shall have any further obligation under this Agreement. Within a reasonable time after the Closing Date, the Closing Agent shall, at Seller's expense, issue an owner's policy of title insurance to Buyer in accordance with the terms of this Section.

18. CONDITION OF TITLE:

Encumbrances to be discharged by Seller shall either be satisfied prior to Closing or from Seller's proceeds at time of Closing. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be recorded, filed or placed against title to the Property after the Date of this Agreement unless approved in advance by Buyer in writing.

19. TAX DEFERRED EXCHANGE: (check, where applicable)

- ☐ Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no addition cost or liability to Buyer, including the execution of an Assignment Agreement.
- ☐ Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost of liability to Seller, including the execution of an Assignment Agreement.

20. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceeded federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into this Agreement.

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

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Buyers initials

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Sellers initials

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, attached hereto and made a part hereof is the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

MOLD: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your country extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts content that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center for Disease Control and Prevention is studying the link between mold and serious health conditions. Seller cannot and does not represent or warrant the absence of mold. It is Buyer's obligation to determine whether a mold problem is present. To do so, Buyer should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase. Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

MEGAN'S LAW: Pursuant to the provisions of Title 46, Chapter 2, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local county Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

SMOKE AND CARBON MONOXIDE DETECTORS: Seller represents that the Property ☐ is ☐ is not equipped with smoke detectors. Seller represents that the Property ☐ is ☐ is not equipped with carbon monoxide detectors.

21. REMEDIES UPON DEFAULT:

- (a) if Seller fails to perform any of Seller's obligations under this Agreement or fails to consummate this Agreement in accordance with its terms for any reason within the control of Seller, then Buyer shall have the option of any of the following:
- (i) Terminating this Agreement by giving written notice to Seller or Seller's broker/salesperson, in which event Buyer shall be entitled to a return of the Earnest Money, together with any interest thereon; or
 - (ii) Enforcing specific performance buy Seller of Seller's obligations under this Agreement; or
 - (iii) Exercising any other remedy available to Buyer at law or in equity.
- (b) if buyer fails to perform any of Buyer's obligations under this Agreement or fails to consummate this Agreement in accordance with its terms for any reason other than Seller's inability to delivery fee simple marketable title subject only to those special exceptions in this title commitment approved or deemed waived by Buyer, then Seller shall have the option of any of the following:
- (i) Terminating this Agreement by giving written notice to Buyer or Buyer's broker/salesperson, and retaining the Earnest Money, together with any interest thereon, as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that actual damages for such breach are uncertain and would be difficult, if not impossible, to determine; or
 - (ii) Enforcing specific performance by Buyer or Buyer's obligations under this Agreement; or
 - (iii) Exercising any other remedy available to Seller at law or in equity.

22. EARNEST MONEY DISPUTE:

Notwithstanding any termination of this Agreement, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Closing Agent shall not be required to take any action but may await any proceeding, or at Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

23. BUYER'S CERTIFICATION:

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Buyers initials Sellers initials

By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

24. SELLER'S CERTIFICATION

By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

25. ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION: If a dispute arises between the parties relating to this Agreement, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

26. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by other party because of the default.

27. NOTICE:

All notices or deliveries required or permitted under this Agreement shall be in writing and (a) shall be hand-delivered, (b) given by certified mail, return receipt requested or overnight courier directed to the address of the party to be served set forth on the last page of this Agreement or (c) sent by email to the party to be served at such email address which each party shall provide to the other party within three (3) business days after the date of execution of this Agreement. All notices so given shall be considered effective: (i) if hand-delivered, when received; (ii) if delivered by courier, one business day after timely deposit with the courier services, charges prepaid; (iii) if mailed, three days after deposit, postage prepaid, with the United States Postal Services; and (v) if delivered by email, upon deposit of the message, as sent, in the sender's email box. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section. Each party's attorney or real estate broker/salesperson may send notices at the direction of and in place of the respective party such attorney or broker/salesperson represents.

28. TIME:

Time is of the essence of this Agreement.

29. MODIFICATION:

This Agreement may not be amended, modified or changed except by a written instrument signed by Buyer and Seller.

30. RISK OF LOSS:

Risk of loss to the Property shall remain with Seller until Closing. If any loss or damage to the Property occurs prior to Closing which adversely affects the intended use or value of the Property to Buyer, the Buyer may, at Buyer's option, terminate this Agreement, in which event the Earnest Money and all accrued interest shall be refunded to Buyer; or Buyer alternatively may elect to close the purchase upon the condition that there be an equitable adjustment of the Purchase Price at or prior to Closing based on the change in circumstance as mutually agreed upon by the parties. In the event that the parties cannot agree to an equitable adjustment, either party may terminate this Agreement, in which event the Earnest Money and all accrued interest shall be refunded to the Buyer, and neither party shall have any further obligations under this Agreement.

31. BUSINESS DAY DEFINITION:

A "Business Day" is defined in this Agreement as any day except Saturdays, Sundays, and those other days designated as legal holidays in Section 1-1-216, MCA. If a deadline falls on a Saturday, Sunday or a day designated as a legal holiday in Section 1-1-216, MCA, the deadline shall be extended to the next Business Day.

32. ENTIRE AGREEMENT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Agreement. Its terms are intended by the parties are final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

33. BROKER RELATIONSHIPS: This following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent George Warmer & Nathan Matlich of Coldwell Banker ☒ Is the agent of (check one): ☒ Seller exclusively
(Print Agent Name) (Agency) ☐ Both / Buyer & Seller

Selling Agent Matt Robertson of NAI Business Properties ☒ Is the agent of (check one): ☒ Buyer exclusively
(Print Agent Name) (Agency) ☐ Both / Buyer & Seller

*** Seller shall pay to Selling Agent broker either at closing or through its listing broker a commission of 3% of the gross sales price.**

34. ADDENDUM ATTACHED: _____

35. CONSENT TO DISCLOSE:

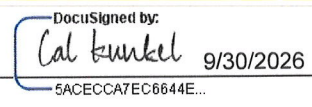
Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, their broker/salesperson, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

36. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties. The parties agree that a facsimile or electronic copy of this Agreement which contains the parties' signatures may be used as the original.

37. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales Representative until 10/13/2026 at 4PM to secure Seller's written acceptance. Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement bearing Buyer's signature(s) and that buyers have read and understood this Agreement.

Buyer's Phone: _____ Buyer's Signature:  _____

Address: _____ Buyer's Signature: _____

38. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated. Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.

Dated this _____ day of _____ at _____ am/pm

Seller's Phone: _____ Seller's Signature: _____

Address: _____ Seller's Signature: _____

39: DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date _____

The undersigned buyer acknowledges receipt of a copy of this Agreement bearing his / her signature and that of the Seller.

Buyer

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I / We acknowledge receipt of this agreement bearing my / our initial(s) and the signature(s) of the Buyer(s) named above.

☐ Rejected by the Seller

Seller's Initials

☐ Modified per Attached

Date



Buyers initials / _____
Sellers initials

Exhibit A Placetype Categories

P= Primary Zones		Rural Residential & Agriculture	County Neighborhoods	Urban Residential Limited	Urban Residential	Urban Residential Mixed	Urban Node	Commercial Mixed	Downtown Urban	Employment & Industrial	Open Space	Public Institution
Density (Gross Development Acres)		Max 1/ac	1 - 3.5 units/ac	3.5 - 7 units/ac	6 - 16 units/ac	12 - 24 units/ac	16+ units/ac	16+ units/ac	16+ units/ac	Residential units are unlikely in these areas, but are allowed in Heavy Commercial zones	N/A	Density associated with institutional use
A	Agriculture (County)	P										
N4	Large Lot Suburban Neighborhood (County)		P	P								
RR1	Rural Residential 1 (County)	P	P									
RR3	Rural Residential 3 (County)	P										
R-RMH	Rural Residential Manufactured Home		P									
N3	Suburban Neighborhood Residential			P	P							
N2	Mid-Century Neighborhood Residential			P	P	P						
N1	First Neighborhood Residential			P	P	P						
RMH	Residential Manufactured Home				P	P						
NX1	Mixed Residential 1				P	P						
NX2	Mixed Residential 2					P	P	P	P			
NX3	Mixed Residential 3						P	P	P			
N0	Neighborhood Office-Residential				P	P						
NMU	Neighborhood Mixed-Use				P	P						
CMU1	Corridor Mixed-Use 1					P	P		P			
CMU2	Corridor Mixed-Use 2						P	P				
CBD	Central Business District								P			
DX	Downtown Support							P		P		
CX	Heavy Commercial							P		P		
C3	General Commercial (County)							P		P		
I1	Light Industrial									P		
I2	Heavy Industrial									P		
EBU	East Billings Urban Redevelopment District								P	P		
PD	Planned Development	P	P	P	P	P	P	P	P	P	P	P
P1	Parks and Open Space	P	P	P	P	P	P	P	P	P	P	P
P2	Public, Civic, Institutional											P
P3	Civic and Campus											P