

**BUY - SELL AGREEMENT Commercial**  
**(Including Earnest Money Receipt)**



1 **This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a**  
2 **legally binding contract. If not understood, seek competent advice.**  
3

4 Date: March 1, 2017

5 \_\_\_\_\_, as

6  Joint Tenants with rights of survivorship,  Tenants in common,  Single in his/her own right,  
7  Other \_\_\_\_\_ (hereinafter

8 called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property  
9 (hereinafter referred to as "Property") commonly known as Timberweld Manufacturing Plant Bld.

10 \_\_\_\_\_ in the City of COLUMBUS,

11 County of Stillwater, Montana, legally described as: INDUSTRIAL SITES ADDITION

12 TO COLUMBUS, S27, T02 S, R20 E, BLOCK 5 LOT 1 & 2, & BLOCK 5 PARK ADDITION LOTS

13 1-3

14 \_\_\_\_\_

15 \_\_\_\_\_

16 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other  
17 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and  
18 equipment that are attached property are included in the purchase price and transfer to the Buyer. Certain  
19 fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether they  
20 are in fact permanently installed and attached to the Property are electrical, plumbing and heating fixtures,  
21 unless otherwise excluded below: No equipment is included with purchase. Any attached  
22 equipment will be sold at auction on March 14, 2017.

23

24 **PERSONAL PROPERTY:** The following items of personal property and other assets are set forth hereafter  
25 or per attached addendum, free of liens and without warranty of condition, are included and shall be  
26 transferred by bill of sale: \_\_\_\_\_

27

28 **PURCHASE PRICE AND TERMS:**

29 Total purchase price is \_\_\_\_\_

30 U.S. Dollars (\$ \_\_\_\_\_ ) payable as follows:

31 \$ \_\_\_\_\_ earnest money to be applied at closing.

32 \$ \_\_\_\_\_ as additional cash payment, payable on or before closing.

33 \$ \_\_\_\_\_ balance of the purchase price will be financed as follows:

34 Buyer hereby deposits \_\_\_\_\_ (Line 31), dollars as valuable consideration

35 evidencing Buyer's good faith commitment to purchase the Property, which is

36 non-refundable and to be applied to the purchase price at Closing. In the event

37 of default by the Buyer, all deposits made hereunder may be forfeited as

38 liquidated damages without notice to Buyer, or alternatively, at Seller's

39 election, the Seller may retain such deposit as part of the payment of the

40 purchase price and pursue any legal or equitable remedies against the Buyer

41 including the right to bring an action for specific performance and/or to

42 collect damages, (including reasonable legal fees). Earnest money, (Deposit),

43 is being paid by, (Method of Payment): \_\_\_\_\_

44 \_\_\_\_\_

45 \_\_\_\_\_

46

47 **CLOSING DATE:** The date of closing shall be (date) April 13, 2017 (the "Closing Date").

48 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior

49 to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds

50 necessary to complete the purchase in accordance with this Agreement. If third party financing is required

51 by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing

52 Date may be extended without amendment by not more than 0 days to accommodate delays

53 attributable solely to such third party financing.

54 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:  
55  when the closing agent is in receipt of all required, signed documents and all funds necessary for the  
56 purchase; OR  
57  on the date of recording the deed or Notice of Purchaser's Interest, OR

58  \_\_\_\_\_  
59 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, if applicable.

60  
61 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of  
62 \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ )  
63 as evidenced by  Cash; OR  Check, the receipt of which is acknowledged by the undersigned  
64 Broker/Salesperson;  OR, \_\_\_\_\_  
65 \_\_\_\_\_ .

66 (406)855-1930  
67 Steven Gibson - 406.855.1930 \_\_\_\_\_  
68 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)

69 **To be signed only if in actual receipt of cash or check**

70  
71 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and  
72 Seller shall be entitled to immediately terminate this Agreement and declare any Earnest Money already paid  
73 by Buyer to be forfeited.

74  
75 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein,  
76 that the earnest monies will be deposited or delivered by the Broker/Salesperson listed above within  
77 ( 1 ) business days of the date all parties have signed the Agreement or \_\_\_\_\_  
78 \_\_\_\_\_ and such funds will be held in a trust account by Stillwater Abstract  
79 & Title Company .

80  
81 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: Buyer

82  
83 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.

84  
85 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or  
86 any portion of the earnest money required to complete the closing of the transaction.

87  
88 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down  
89 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any  
90 contingent source of such funds unless otherwise expressly set forth herein.

91  
92 **DETECTION DEVICES:** The Property is equipped with the following detection devices:  
93  Smoke detector(s)  
94  Carbon monoxide detector(s)  
95  Other fire detection device(s): \_\_\_\_\_  
96 \_\_\_\_\_

97  
98 **PROPERTY INSPECTIONS:** The buyer is aware that any Brokerage Firm(s) and Salespersons involved in  
99 this transaction have not conducted an expert inspection or analysis of the property or its condition and make  
100 no representations to the Buyer as to its condition, do not assure that the property and/or buildings will be  
101 satisfactory to the Buyer in all respects, that all equipment will operate properly or that the property and/or  
102 improvements comply with current building and zoning codes and ARE NOT building inspectors, building  
103 contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers  
104 or well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or  
105 roofing experts, accountants, attorneys, or title examiners, or experts in identifying hazardous waste and/or  
106 toxic materials.

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

**INSPECTION CONTINGENCY:**  The Buyer's offer to purchase is contingent upon Buyer's acceptance of the property conditions identified through any inspections or advice requested below. Buyer agrees to acquire, at their own cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's investigations or inspections, if Buyer does not purchase the property.

**Inspections or advice requested by the Buyer, or other concerns noted, are to be CHECKED as follows:**

- |  |  |
|--|--|
| <input type="checkbox"/> Building Inspection   | <input type="checkbox"/> Zoning Determination                        |
| <input type="checkbox"/> Owner's Property Disclosure Statement                       | <input type="checkbox"/> Review and Approval of Protective Covenants |
| <input type="checkbox"/> Roof Inspection   | <input type="checkbox"/> Easements                                   |
| <input type="checkbox"/> Structural/Foundation Inspection                            | <input type="checkbox"/> Flood Plain Determination                   |
| <input type="checkbox"/> Electrical Inspection                                       | <input type="checkbox"/> Water Sample Test                           |
| <input type="checkbox"/> Plumbing Inspection   | <input type="checkbox"/> Septic or Cesspool Inspection               |
| <input type="checkbox"/> Heating, ventilation, cooling system - Inspection           | <input type="checkbox"/> Pest/Rodent Inspection                      |
| <input type="checkbox"/> Radon   | <input type="checkbox"/> Underground Storage Tanks                   |
| <input type="checkbox"/> Asbestos  | <input type="checkbox"/> Sanitary Approval/Septic permit             |
| <input type="checkbox"/> Well Inspection for condition of Well and Quantity of Water | <input type="checkbox"/> Legal Advice                                |
| <input type="checkbox"/> Accounting Advice   | <input type="checkbox"/> Toxic Waste/Hazardous Material              |
| <input type="checkbox"/> Survey or Corner Pins located                               | <input type="checkbox"/> Access to Property                          |
| <input type="checkbox"/> Water Rights  | <input type="checkbox"/> Airport Affected Area                       |
|  | <input type="checkbox"/> Road Maintenance                            |

Other Buyer may inspect but inspections are not a contingency of the sale  
Release date for the above checked item(s): \_\_\_\_\_ .

**FINANCING CONTINGENCY:**

- ~~This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer; **OR**~~
- ~~This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: \_\_\_\_\_.~~

**APPRAISAL CONTINGENCY:**

- ~~Property must appraise for at least  the Purchase Price **OR** at least  \$\_\_\_\_\_ . If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**~~
- ~~This agreement is contingent upon the property appraising for at least  the Purchase Price **OR** at least  \$\_\_\_\_\_ . Release Date: \_\_\_\_\_ .~~

~~**TITLE CONTINGENCY:** This offer is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment. Release Date: \_\_\_\_\_ days from Buyer's or Buyer's Representative's receipt of preliminary title commitment.~~

165 ~~INSURANCE CONTINGENCY:~~ This Agreement is contingent upon Buyer's ability to acquire, at a rate  
166 acceptable to the Buyer, hazard insurance on the property. Release Date: \_\_\_\_\_ :

167  
168 This Agreement is contingent upon \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_ Release Date: \_\_\_\_\_  
171

172 This Agreement is contingent upon \_\_\_\_\_  
173 \_\_\_\_\_  
174 \_\_\_\_\_ Release Date: \_\_\_\_\_  
175

176 **ADDITIONAL PROVISIONS:** "Live Auction Terms," per Timberweld Mfg. Brochure,  
177 (attached), are hereby incorporated as part of this agreement.

178 "All properties sell "AS IS, WHERE IS," with no warranty. There shall be no  
179 guarantee or warranties of any type expressed or implied, statutory or  
180 otherwise as to the merchantability, usability or fitness for any particular  
181 purchase, or any matter of whatsoever type of nature.  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186

187 **CONVEYANCE:** The Seller shall convey the real property by \_\_\_\_\_ **Warranty**  
188 deed, free of all liens and encumbrances except those described in the title insurance commitment, as  
189 approved by Buyer. The Seller shall further convey any and all security deposits, rental agreements,  
190 property condition reports and other documentation in regard to any parts of the property occupied by  
191 tenants.  
192

193 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including  
194 statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed  
195 basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the  
196 Property are included with the Property, except \_\_\_\_\_  
197 \_\_\_\_\_ .

198 Filing or transfer fee will be paid by  Seller,  Buyer,  split equally between Buyer and Seller.  
199 Documents for transfer will be prepared and filed by \_\_\_\_\_ .  
200

201 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or  
202 transfer of real property to pay the required fee to the Montana Department of Natural Resources and  
203 Conservation for updating water right ownership may result in the transferee of the property being subject to  
204 a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the  
205 parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection  
206 of the deed for recording.  
207

208 **MINERAL RIGHTS:** "Mineral rights" is a term used to describe the rights the owner of those rights has to  
209 use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel,  
210 etc. lying below the surface of property. These mineral rights may be separate from the rights a property  
211 owner has for the surface of a property. In some cases, these mineral rights have been transferred to a  
212 party other than the property owner and as a result the subsurface mineral rights have been severed from  
213 the property owner's surface rights. If the mineral rights have been severed from the surface rights, the  
214 owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even  
215 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the  
216 Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this  
217 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and  
218 that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of  
219 the Property have conducted an inspection or analysis of the mineral rights to and for the Property.  
220

221 **CLOSING AGENTS FEES:** Closing agents fee will be paid by  Seller  Buyer  Equally Shared.

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

228  
229 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or  
230 prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances,  
231 restrictions, easements or other adverse title conditions will be placed against the title to the property  
232 subsequent to the effective date of the preliminary title commitment approved by the Buyer.

233  
234 ~~**SECTION 1031 LIKE KIND EXCHANGE:** If either the Buyer or the Seller intends for this transaction to be  
235 part of a Section 1031 like kind exchange, then the other party shall cooperate in the completion of the  
236 like kind exchange provided the cooperating party does not incur any additional liability or cost in doing so.  
237 Any party who intends for this transaction to be part of a Section 1031 like kind exchange may assign their  
238 rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of  
239 completing a Section 1031 like kind exchange, notwithstanding the prohibition against the Buyer's  
240 assignment of this Agreement set forth in the "Binding Effect and Non Assignability" section below.~~

241  
242 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including  
243 those that have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will  
244 be:

- 245  paid off by Seller at closing;  
246  assumed by Buyer at closing; OR

247  \_\_\_\_\_  
248 All perpetual SIDs shall be assumed by Buyer.

249  
250 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any  
251 non-governmental association, including those that have been approved but not yet billed or assessed, will  
252 be:

- 253  paid off by Seller at closing;  
254  assumed by Buyer at closing; OR

255  \_\_\_\_\_  
256

257 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special  
258 Improvement District assessments for the current tax year, as well as pre-paid rents, water and sewer  
259 system charges, and/or common area maintenance fees, if any, as of the date of closing unless otherwise  
260 agreed and: \_\_\_\_\_

261  
262 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear  
263 and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession  
264 of the Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a  
265 walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances  
266 included in the sale remain on the Property.

267  
268 **NOXIOUS WEEDS DISCLOSURE:** Buyer of property in the State of Montana should be aware that some  
269 properties contain noxious weeds. The laws of the State of Montana require owners of property within this  
270 state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious  
271 weeds and your obligations as an owner of property, contact either your local County extension agent or  
272 Weed Control Board.

273  
274 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana  
275 Code Annotated, certain individuals are required to register their address with the local law enforcement  
276 agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law  
277 enforcement offices will make the information concerning registered offenders available to the public. If you  
278 desire further information please contact the local County Sheriff's office, the Montana Department of  
279 Justice, in Helena, Montana, and the probation officers assigned to the area.

280 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon  
281 Control Act, Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY  
282 OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN  
283 SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT  
284 OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN  
285 BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING  
286 MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been  
287 tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this  
288 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of  
289 the mitigation treatment concurrent with an executed copy of this Agreement.

290  
291 **BUYER'S REMEDIES:**

292 ~~(A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in~~  
293 ~~the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the~~  
294 ~~Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the~~  
295 ~~transaction within the time period provided in this Agreement, the Buyer may:~~  
296 ~~(1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the~~  
297 ~~return of such money, the rights and duties of Buyer and Seller under this Agreement shall be~~  
298 ~~terminated; OR~~  
299 ~~(2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR~~  
300 ~~(3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.~~

301  
302 **SELLER'S REMEDIES:** ~~If the Seller accepts the offer contained in this Agreement and Buyer refuses or~~  
303 ~~neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:~~  
304 ~~(1) Declare the earnest money paid by Buyer be forfeited; OR~~  
305 ~~(2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR~~  
306 ~~(3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this~~  
307 ~~Agreement.~~

308  
309 **BUYER'S/SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons  
310 executing this Agreement as Buyer or Seller represents that he/she is eighteen (18) years of age or older,  
311 of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting  
312 on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter  
313 into this Agreement on behalf of such entity.

314  
315 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding  
316 of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount  
317 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a  
318 residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer  
319 or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing  
320 and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception  
321 provided for in Section 1445 of the Internal Revenue Code.

322  
323 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and  
324 disclosure by Buyer, Seller, and Salespersons and their attorneys, representatives, and other parties  
325 having interests essential to this Agreement, of any and all information reasonably necessary to  
326 consummate the transaction described in this Agreement, specifically including access to escrows for  
327 review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying  
328 obligations pertaining thereto.

329  
330 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any  
331 cause is assumed by Seller through the time of closing unless otherwise specified.

332  
333 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this agreement.

334 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and  
335 assigns of each of the parties hereto; however, unless otherwise provided for in this agreement, Buyer's  
336 interest is not assignable without the Seller's express written consent.

337  
338 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this  
339 Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the  
340 court or arbitrator shall determine just.

341  
342 ~~**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this~~  
343 ~~transaction is an integral part of this Agreement.~~

344  
345 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement which contains the parties'  
346 signatures may be used as the original.

347  
348 **COUNTERPARTS:** A copy of this document may be executed by each individual/entity separately, and  
349 when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full complete  
350 contract between the parties.

351  
352 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or  
353 amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and  
354 supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be  
355 modified only in writing, signed by the Seller and Buyer.

356  
357 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the  
358 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such  
359 money or property, unless mutual written instructions are received by the holder of the earnest money and  
360 things of value, Broker or closing agent shall not be required to take any action, but may await any  
361 proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and  
362 deposit any monies or things of value in a court of competent jurisdiction and may utilize as much of the  
363 earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

364  
365 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):  
366  Contingency for Sale of Buyer's Property  
367  Addendum for Additional Provisions  Back-up Offer  
368  Water Rights Acknowledgement  Mold Disclosure (for all inhabitable real property)  
369  \_\_\_\_\_  
370  \_\_\_\_\_  
371  \_\_\_\_\_

372  
373 **RELATIONSHIP CONFIRMATION:** The parties to this agreement confirm that the real estate licensees  
374 identified hereafter have been involved in this transaction in the capacities indicated below and the parties  
375 have previously received the required statutory disclosures setting forth the licensees duties and the limits  
376 of their obligations to each party:

377  
378 Steven Gibson of Preferred Property Brokers  
379 (name of licensee) (name of Brokerage company)  
380 is acting as  Seller's Broker/Salesperson;  Dual Broker/Salesperson;  Statutory Broker.  
381  
382 \_\_\_\_\_ of \_\_\_\_\_  
383 (name of licensee) (name of Brokerage company)  
384 is acting as  Buyer's Broker/Salesperson;  Dual Broker/Salesperson;  Statutory Broker;  
385  Seller's Broker/Salesperson (includes Seller's Sub-Broker or Salesperson).

386 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal  
387 property, that Buyer enters into this Agreement in full reliance upon his/her independent investigation and  
388 judgment, that prior verbal representations by the Seller or Seller's agent or representatives do not modify  
389 or affect this Agreement, and that by signing this Agreement Buyer acknowledges having read and  
390 understood this entire Agreement.

391  
392 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and  
393 conditions set forth in the above offer and grant to said Salesperson until (date) March 1, 2017  
394 at 5:00  am  pm (Mountain Time) to secure Seller's written acceptance, whether or not that  
395 deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer  
396 being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is  
397 automatically withdrawn.

398  
399 The parties hereto, all agree that the transaction contemplated by this document may be conducted by  
400 electronic means in accordance with the Montana Uniform Electronic Transaction Act.

401  
402 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

403  
404 Buyer's Address: \_\_\_\_\_ City \_\_\_\_\_ ,  
405 State \_\_\_\_\_ , Zip Code \_\_\_\_\_

406  
407 Buyer's Name Printed: \_\_\_\_\_

408  
409 Dated this March 1, 2017 , at \_\_\_\_\_  am  pm (Mountain Time).

410  
411 \_\_\_\_\_  
412 \_\_\_\_\_  
413 (Buyer's Signature) (Buyer's Signature)

414 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on  
415 Date: \_\_\_\_\_ Time \_\_\_\_\_  am  pm By: \_\_\_\_\_  
416 (Signature of person presenting the offer)

417 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the  
418 terms and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing  
419 my/our signature(s) and that of the Buyer(s) named above.

420  
421 Seller's Address: On File \_\_\_\_\_ City \_\_\_\_\_ ,  
422 State \_\_\_\_\_ , Zip Code \_\_\_\_\_

423  
424 Seller's Name Printed: \_\_\_\_\_

425  
426 Dated this March 1, 2017 , at \_\_\_\_\_  am  pm (Mountain Time).

427  
428 \_\_\_\_\_  
429 \_\_\_\_\_  
430 (Seller's Signature) (Seller's Signature)

431  
432 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**  
433  
434 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s)  
435 named above.

436  
437  Rejected by Seller \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  Modified per Attached Counter \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
438 Seller's Initials Date Seller's Initials Date

**NOTE:**  
Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except  
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next  
business day.