

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.

Date: 5/7/2025

Flathead County Library Board

as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☐ individually, ☒ other
(hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
following described real property (hereafter the "Property") commonly known as _____

A portion of 20 North Main

in the City of KALISPELL, County of Flathead, Montana, legally described
as:

TBD 1.71 Acres from Tract 2821X07-XXX-2AB

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

N/A

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

N/A

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

PURCHASE PRICE AND TERMS:

\$ 2,900,000.00 Purchase Price: Two Million Nine Hundred Thousand (U.S. Dollars)

\$ 200,000.00 Earnest Money (credited to Buyer at closing)

\$ 2,700,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

(check one):

☐ All cash at closing (no financing contingency);

Certification of cash funds provided ☐ with offer **OR** ☐ delivered by Buyer within _____
days of the date all parties have signed this Agreement.

☐ Additional cash down payment at closing in the minimum amount of:

☐ \$ _____ **OR** ☐ _____ % of the Purchase Price

Balance to be financed as indicated below:

☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity

☒ Other

Any means necessary, including but not limited to grants, County funds,
Funds raised by the Imagine If Library Foundation etc.

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

CLOSING DATE: The date of closing shall be (date) 10/8/2025 (the "Closing Date"). The parties may, by
mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer
and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
more than 3 days to accommodate delays attributable solely to such third-party financing. If the Closing Date,

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

POSSESSION: Seller shall deliver to Buyer possession of the Property and allow occupancy:

- ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
☒ upon recording of the deed or notice of purchaser's interest, **OR**
☐ _____.

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

EARNEST MONEY: (check one)

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by check, cash, or wire transfer.

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

OR

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 10 days, by 5:00 p.m. (Mountain Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday, Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a Saturday, Sunday, Montana or federal holiday.

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

FINANCING CONDITIONS AND OBLIGATIONS:

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

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

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (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, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

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.

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 5 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: _____ at 5:00 p.m. (Mountain Time).

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release Date: 30 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

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

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

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. 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.

Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (Notice Date) 120 days from accepted PA at 5:00 p.m. (Mountain Time), this inspection contingency shall be of no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

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

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

This offer is contingent upon

The seller at seller's expense obtaining a survey to define the acreage being purchased and have the corners and borders marked during the first 90 days of due diligence so that the Board of Directors or the representatives may visually inspect the site. Thus creating a legal description for property which can be titled and transferred to the County at closing. Board approval of overall site plan and architectural design requirements.

Release Date: same as due diligence at 5:00 p.m. (Mountain Time).

This offer is contingent upon

An agreement by Parkline Partners LP to repurchase the property per terms described below if Parkline Partners has not begun their development by the end of the 36 months following closing of this property. (Same timeline as the Library is expected to begin construction)

Release Date: Closing at 5:00 p.m. (Mountain Time).

ADDITIONAL PROVISIONS:

Resolution of inspection notice date to be within 15 days of the end of the due diligence period. If an extension of the 120 day inspection period is needed the buyer may exercise a 30 day option to extend this time period by depositing additional, non refundable \$50,000.00 earnest money. Earnest money to be applied to purchase price if closing occurs.
Purchaser intends to construct a public library on the Property. Purchaser's design of the improvements shall be subject to the Seller's reasonable approval.
Closing to take place on or before 30 days from expiration of finalized inspection period.
Post closing, Seller has the option to repurchase the Property from Purchaser if:(1)Purchaser fails to commence construction of the Library within Thirty Six(36)months after the Closing Date, Subject to extension for reasonable delays caused by force majeure: or (2) Purchaser fails to complete construction of the Library within 90 months after the closing date Subject to extension for reasonable delays caused by force majeure. If the seller exercises the repurchase option, the purchase price for the property shall be equal to 100% of the purchase price paid by the purchaser to seller for the property, closing fees such as title insurance, closing agent fee to title company etc. will be split equally between the Seller and Purchaser (other closing costs associated will be paid by causing party and Parkline Partners LP will pay an amount equal to the rate of CPI increase to the purchase price at the time of the transaction.

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

WATER: All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except: N/A

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, **OR** ☐ split equally between Buyer and Seller.
Documents for transfer will be prepared by N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of Title 46, Chapter 23, 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.

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

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

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

SELLER'S REMEDIES:

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

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

BUYER'S AND SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer 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 this Agreement on behalf of such entity.

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

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 _____
418 (licensee's Montana license number) (brokerage company address)
419

420 _____
421 (licensee email address) (brokerage company phone number)
422

423 _____
424 (licensee phone number)
425 is acting as ☐ Seller's Agent ☐ Dual Agent ☐ Statutory Broker
426

427 Wendy R Brown of _____
428 (name of licensee) (name of brokerage company)
429

430 SBRO 16871 241 Main Street Kalispell MT 59901
431 (licensee's Montana license number) (brokerage company address)
432

433 wendy@chuckolsonrealestate.com
434 (licensee email address) (brokerage company phone number)
435

436 (406) 249-0266
437 (licensee phone number)
438 is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
439 ☐ Seller's Agent (includes Seller's Sub-Agent)
440

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

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

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

BUYER'S COMMITMENT: I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 5/30/2025, at 8:00 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

Buyer's Signature Date: _____, at _____☐am ☐pm (Mountain Time)

Name Printed: David Ingram, President

Address: _____ State: _____ Zip: _____

Buyer's Signature Date: _____, at _____☐am ☐pm (Mountain Time)

Name Printed: _____

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

SELLER'S COMMITMENT:

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

Seller's Signature Date: _____, at _____☐am ☐pm (Mountain Time)

Name Printed: Daniel Fuller

Address: _____ State: _____ Zip: _____

Seller's Signature Date: _____, at _____☐am ☐pm (Mountain Time)

Name Printed: _____

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

☐ Modified per the attached Counter Offer:

_____/_____
Seller's Initials Date Seller's Initials Date

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

_____/_____
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 except Sundays and Montana or federal holiday.