

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



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**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: 10/23/2020

City of Missoula

as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☐ single in his/her own right, ☒ other  
(hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the  
following described real property (hereafter the "Property") commonly known as  
1325 W Broadway  
in the City of Missoula, County of Missoula, Montana, legally described  
as: MCCORMICK ADDITION, S21, T13 N, R19 W, BLOCK 8, LOT 11& 12 LESS 1.8'

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and equipment that are attached to the property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and attached to the Property are electrical, plumbing and heating fixtures, unless otherwise excluded below: N/A

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

## PURCHASE PRICE AND TERMS:

\$550,000.00 Purchase Price: five hundred fifty thousand (U.S. Dollars)  
\$5,000.00 Earnest Money (credited to Buyer at closing)  
\$545,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows  
(check one):  
☐ All cash at closing (no financing contingency); OR  
☒ Additional cash down payment at closing in the minimum amount of:  
☐ \$ OR ☐ % of the Purchase Price.  
Balance to be financed as indicated below:

Purchase to be financed by Missoula Water. Final approval of the purchase is contingent on City Council approval.

**CLOSING DATE:** The date of closing shall be (date) 01/21/2021 (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 n/a days to accommodate delays attributable solely to such third party financing.

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dotloop verified  
Buyer's Initials

Julie Gardner

Missoula

10/26/20  
2:23 PM  
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Seller's Initials

3011 American Way Missoula, MT 59808

**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, if applicable.

**PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide earnest money in the amount of five thousand U.S. Dollars (\$ 5,000.00) as evidenced by ☐ Cash;

**OR** ☐ Check, the receipt of which is acknowledged by the undersigned Broker/Salesperson; **OR**, ☐

Julie Gardner

406-532-9233

(Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)

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

If Buyer fails to pay the earnest money as set forth above, Buyer will be in default of this Agreement and Seller shall be entitled to immediately terminate this Agreement and declare any earnest money already paid by Buyer to be forfeited.

**DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the earnest money will be deposited or delivered by the Broker/Salesperson listed above within 7 business days of the date all parties have signed the Agreement or n/a

and such funds will be held in a trust account by Title Services Inc.

The parties agree that interest accruing on earnest money, if any, while deposited shall be payable to the holder of the earnest money unless otherwise agreed herein. If interest is payable to the holder of the earnest money it is agreed that sums so paid are consideration for services rendered.

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

**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.

**DETECTION DEVICES:** The Property is equipped with the following detection devices:

☐ Smoke Detector(s)

☐ Carbon monoxide detector(s)

☐ Other fire detection device(s):

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

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**CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the Agreement 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, this Agreement 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 checked="" type="checkbox"/> Building Inspection                               | <input type="checkbox"/> Zoning Determination  |
| <input checked="" type="checkbox"/> Owner's Property Disclosure Statement             | <input type="checkbox"/> Review and Approval of Protective Covenants                           |
| <input checked="" type="checkbox"/> Roof Inspection                                   | <input checked="" type="checkbox"/> Easements  |
| <input checked="" type="checkbox"/> Structural/Foundation Inspection                  | <input type="checkbox"/> Flood Plain Determination   |
| <input checked="" type="checkbox"/> Electrical Inspection                             | <input type="checkbox"/> Water Sample Test   |
| <input checked="" type="checkbox"/> Plumbing Inspection                               | <input type="checkbox"/> Septic or Cesspool Inspection   |
| <input checked="" type="checkbox"/> Heating, ventilation, cooling system – Inspection | <input checked="" type="checkbox"/> Pest/Rodent Inspection                                     |
| <input checked="" type="checkbox"/> Radon   | <input checked="" type="checkbox"/> Underground Storage Tanks                                  |
| <input checked="" type="checkbox"/> Asbestos  | <input type="checkbox"/> Sanitary Approval/Septic permit                                       |
| <input type="checkbox"/> Well Inspection for condition of Well and Quantity of Water  | <input checked="" type="checkbox"/> Legal Advice   |
| <input type="checkbox"/> Accounting Advice  | <input checked="" type="checkbox"/> Access to Property   |
| <input checked="" type="checkbox"/> Survey or Corner Pins located                     | <input type="checkbox"/> Airport Affected Area   |
| <input type="checkbox"/> Water Rights   | <input type="checkbox"/> Road Maintenance  |
| <input type="checkbox"/> Internet Availability/Speed                                  | <input checked="" type="checkbox"/> Toxic Waste/Hazardous Material                             |
| <input type="checkbox"/> Post-Closing Rental Obligations                              | <input checked="" type="checkbox"/> Other <u>any and all inspections Buyer deems necessary</u> |

Release date for the above checked item(s): December 21, 2020


**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 7 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: \_\_\_\_\_.

  
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**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.

**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, judgments 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:** All Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:


- ☐ paid off by Seller at closing;  
☒ assumed by Buyer at closing; **OR**  
☐ \_\_\_\_\_  
 All perpetual SIDS shall be assumed by Buyer.

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

- ☐ paid off by Seller at closing;  
☐ assumed by Buyer at closing; **OR**  
☒ None known at this time

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

**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 in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.

**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/or the probation officers assigned to the area.


**RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606. RADON GAS: 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 EXCEED 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. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

**BUYER'S REMEDIES:** (A) If the 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 or otherwise defaults, the Buyer may:  
(1) Demand immediate repayment of all monies that Buyer has paid as earnest money, if any, 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 anticipated by this Agreement within the time period provided in this Agreement or otherwise defaults, the Seller may:  
(1) Declare the earnest money paid by Buyer be forfeited; **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.

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**FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code 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 Section 1445 of the Internal Revenue Code.

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

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

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

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

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

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

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

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

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

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

10/23/20  
Buyer's Initials

10/26/20  
Seller's Initials

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

- ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer  
☐ Addendum for Additional Provisions ☐ Mold Disclosure (for all inhabitable real property)  
☐ Water Rights Acknowledgement  
☐  
☐  
☐

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


N/A of  
(name of licensee) (name of brokerage company)  
is acting as ☐ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Julie Gardner of ERA Lambros Real Estate  
(name of licensee) (name of brokerage company)

is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker  
☐ Seller's Agent (includes Seller's Sub-Agent)

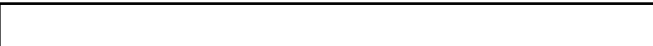
**BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property; has entered into this Agreement 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) 10/26/2020, at 5:00 ☐ 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).

 dotloop verified  
10/23/20 5:32 PM MDT  
PPKQ-MBRQ-ROFD-RNFS Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
Buyer's Signature

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_

Address (if different): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

  
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Julie Gardner

Missoula

3011 American Way Missoula, MT 59808



**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.

*Erik Maurer* dotloop verified  
10/26/20 2:37 PM  
MDT

Date: \_\_\_\_\_, at \_\_\_\_\_ ☐am ☐pm (Mountain Time)

Seller's Signature

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, at \_\_\_\_\_ ☐am ☐pm (Mountain Time)

Seller's Signature

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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.