

50 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
51 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
52 upon recording of the deed or notice of purchaser's interest, **OR**
53
54 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
55 and Homeowner's Association facilities, if applicable.

56
57 **EARNEST MONEY:** (check one)
58 Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
59 by:
60 Cash or Check.
61 Broker/Salesperson: Jennifer Barnard *Jennifer Barnard* dotloop verified 03/21/22 10:58 AM MDT JWA-CQIC-4HPK-5WST
62 (name printed) (signature acknowledging receipt of earnest money)

63
64 **OR**
65
66 Buyer agrees to provide earnest money in the amount as set forth herein within 3 days, by 5:00 p.m. (Mountain
67 Time), of the date all parties have signed this Agreement.

68
69 Earnest money may be made by check, cash or wire transfer and shall be held in trust by First American Title Company
70 _____. If Buyer fails to provide earnest money as set forth herein,
71 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

72
73 **FINANCING CONDITIONS AND OBLIGATIONS:**

74
75 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
76 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
77 any contingent source of such funds unless otherwise expressly set forth herein.

78
79 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
80 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
81 completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A
82 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

83
84 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
85 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
86 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
87 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
88 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
89 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

90
91 **FINANCING CONTINGENCY:**
92 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
93 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
94 Agreement is terminated and the earnest money will be refunded to the Buyer.

95
96 **APPRAISAL CONTINGENCY:**
97 Property must appraise for at least the Purchase Price **OR** at least \$ N/A. If the
98 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
99 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
100 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
101 N/A days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

102
103 This Agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
104 \$ N/A. Release Date: N/A at 5:00 p.m. (Mountain Time).


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Buyer's Initials


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Seller's Initials

105 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
106 satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer
107 may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release
108 Date: 7 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the
109 Commitment.
110

111 Buyer may approve the Commitment subject to the removal of specified exceptions. If Buyer provides Seller
112 written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt
113 of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied
114 within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's
115 objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall
116 have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i)
117 terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said
118 objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall
119 be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.
120

121 Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the
122 Release Date set forth above and to object to any new title exceptions created or suffered since the effective date
123 of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the
124 parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days
125 equal to the number of days set forth after the Release Date, above, plus thirteen (13).
126

127 **PROPERTY INVESTIGATION:** This offer is contingent upon Buyer's independent investigation of the following
128 conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well
129 depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries,
130 special improvement districts, restrictions affecting use, special building requirements, future assessments,
131 utility hook up and installation costs, environmental hazards, airport affected area, road maintenance
132 obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections
133 undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written
134 consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller
135 from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer
136 does not purchase the Property. Release Date: 04/07/2022 at 5:00 p.m. (Mountain Time).
137

138 **This offer is contingent upon** _____
139 _____
140 _____
141 _____
142 _____
143 _____ Release Date: _____ at 5:00 p.m. (Mountain Time).
144

145 **This offer is contingent upon** _____
146 _____
147 _____
148 _____
149 _____
150 _____ Release Date: _____ at 5:00 p.m. (Mountain Time).
151

152 **ADDITIONAL PROVISIONS:** Buyer is aware of the existing abandoned water tank, proposed rezoning and easements on property.
153 _____
154 _____
155 _____
156 _____
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161 _____


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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 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 soil conservation board, 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.

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.


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

221
222 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
223 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
224 delivered within 3 days (3 business days if blank) of receipt, or the date all parties have signed this Agreement,
225 whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and
226 that sums so paid are consideration for services rendered.

227
228 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
229 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
230 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
231 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
232 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
233 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
234 Non-Assignability" section below.

235
236 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
237 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
238 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
239 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

240
241 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
242 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
243 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
244 maintenance fees, as of the date of closing unless otherwise agreed.

245
246 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
247 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
248 Seller will remove all personal property not included in this sale prior to closing.

249
250 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
251 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
252 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
253 owner of property, contact either your local County extension agent or Weed Control Board.

254
255 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
256 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
257 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
258 information concerning registered offenders available to the public. If you desire further information please contact the
259 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
260 assigned to the area.

261
262 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
263 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

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

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


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270 **SELLER'S REMEDIES:**

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

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

277
278 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
279 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
280 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
281 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

282
283 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
284 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
285 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
286 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
287 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
288 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
289 Internal Revenue Code.

290
291 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
292 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
293 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
294 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
295 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

296
297 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
298 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
299 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
300 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
301 documents concerning this Property or underlying obligations pertaining thereto.

302
303 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
304 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
305 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
306 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
307 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
308 credit card numbers through email.

309
310 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
311 assumed by Seller through the time of closing unless otherwise specified.

312
313 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

314
315 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
316 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
317 express written consent.

318
319 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
320 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
321 determine just.

322
323 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
324 integral part of this Agreement.



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

331
332 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
333 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
334 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the
335 Seller and Buyer.

336
337 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
338 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
339 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or
340 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing
341 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of
342 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the
343 cost and fees required for filing such action.

344
345 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
346 Contingency for Sale of Buyer's Property Back-up Offer
347 Addendum for Additional Provisions
348 Water Rights Acknowledgement
349
350

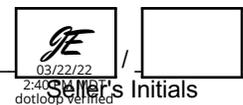
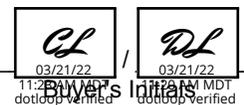
351
352 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
353 hereafter have been involved in the capacities indicated below and the parties have previously received the required
354 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
355

356 Jennifer Barnard _____ of ERA Lambros _____
357 (name of licensee) (name of brokerage company)
358
359 38059 _____ 3011 American Way, Missoula, MT 59808
360 (licensee's Montana license number) (brokerage company address)
361
362 jenniferbarnard@eralambros.com _____ 406-529-7644
363 (licensee email address) (brokerage company phone number)
364

365 406-529-7644 _____
366 (licensee phone number)
367 is acting as Seller's Agent Dual Agent Statutory Broker
368

369 Annelise Hedahl and Jennifer Barnard _____ of ERA Lambros _____
370 (name of licensee) (name of brokerage company)
371
372 25172 and 38059 _____ 3011 American Way
373 (licensee's Montana license number) (brokerage company address)
374
375 anneliseh@eralambros.com _____ 406-532-9200
376 (licensee email address) (brokerage company phone number)
377

378 406-546-6979 _____
379 (licensee phone number)
380 is acting as Buyer's Agent Dual Agent Statutory Broker
381 Seller's Agent (includes Seller's Sub-Agent)



382 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
383 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she
384 has examined the subject real and personal property and represents that Buyer has **OR** has not physically visited
385 the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon
386 his/her independent investigation and judgments and has read and understood this entire Agreement.
387

388 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
389 forth in the above offer and grant to said Broker/Salesperson until (date) 03/21/2022, at 9:00 am pm
390 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
391 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
392 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
393 copy of this Agreement bearing my/our signature(s).

394  dotloop verified
03/21/22 11:23 AM MDT
SBEV-WDTAJZQW-TQW8 Date: 03/21/2022, at _____ am pm (Mountain Time)
395 Buyer's Signature
396

397 Name Printed: Dennis Lower
398

399 Address: 701 Spanish Peaks Dr Missoula State: MT Zip: 59803
400

401  dotloop verified
03/21/22 11:20 AM MDT
FWWB-GMEU-LXTW-PDDE Date: 03/21/2022, at _____ am pm (Mountain Time)
402 Buyer's Signature
403

404 Name Printed: Cathy Lower
405

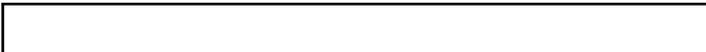
406 Address (if different): 701 Spanish Peaks Dr Missoula State: MT Zip: 59803
407
408

409 **SELLER'S COMMITMENT:**
410 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
411 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
412

413  dotloop verified
03/22/22 2:40 PM MDT
QWBO-V1C9-KMSE-YSGG Date: _____, at _____ am pm (Mountain Time)
414 Seller's Signature
415

416 Name Printed: City of Missoula
417

418 Address: _____ State: _____ Zip: _____
419

420  Date: _____, at _____ am pm (Mountain Time)
421 Seller's Signature
422

423 Name Printed: _____
424

425 Address (if different): _____ State: _____ Zip: _____
426

427 Modified per the attached Counter Offer:
428 _____ / _____ _____ / _____
429 Seller's Initials Date Seller's Initials Date
430

431 Rejection of this offer by Seller (no counter offer is being made):
432 _____ / _____ _____ / _____
433 Seller's Initials Date Seller's Initials Date
434
435

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.

AMENDMENT TO AGREEMENT BETWEEN PARTIES FOR EXISTING TERMS AND CONDITIONS



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 03/21/2022

2
3 This document amends an Agreement between City of Missoula
4 _____ (hereafter the "Seller/Landlord") and
5 Cathy Lower and Dennis Lower

6 _____ (hereafter the "Buyer/Tenant") and
7 concerns the following described property:
8 605 Ben Hogan Dr, Missoula, MT 59803
9 S04,T12N,R19W,INSW4T10

10
11
12
13 Each Agreement that is hereby amended and the date of said Agreement is as follows:

- 14 Buy-Sell Agreement 03/21/2022 _____ Date
- 15 _____ Date
- 16 Lease _____ Date
- 17 _____ Date
- 18 Other (specify document) _____ Date
- 19 _____ Date
- 20 _____ Date

21
22 All terms and conditions of the Agreement are hereby incorporated by reference except as amended by the following
23 terms and conditions:

24 Line 152 of the buy sell agreement to read: Sale is subject to final city council approval of the sale.
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____
34 _____
35 _____

36 37 38 39	<i>Dennis Lower</i> (Buyer/Tenant) _____ Date	dotloop verified 03/21/22 4:31 PM MDT RL9W-FZO7-TS0F-PX1O	<i>John Egen</i> (Seller/Landlord) _____ Date	dotloop verified 03/22/22 2:41 PM MDT RPPL-MFRF-GOOV-8FMU
40 41 42	<i>Cathy Lower</i> (Buyer/Tenant) _____ Date	dotloop verified 03/21/22 6:15 PM MDT SUVJ-QL5Y-UFU0-HJYA	_____ (Seller/Landlord) _____ Date	_____
43 44	_____ (Buyer/Tenant) _____ Date	_____	_____ (Seller/Landlord) _____ 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.