Bill of Sale and Assignment Agreement

THIS BILL OF SALE AND ASSIGNMENT (the " Assignment ") is made as of thisday of, 20, by City of Missoula, a municipal corporation organized and existing under the laws of the State of Montana (" Assignor "), in favor of Consumer Direct Grant Creek Campus, LLC, a Montana limited liability company (" Assignee ").
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby quitclaims, assigns and transfers to Assignee, as of the date first listed above, all right, title and interest Assignor may own or hold a right to, if any, as to any property, including the following property (the " Property "), which is situated on or connected to the real property described on Schedule 1 hereto:
that certain five-story building or approximately 72,102 gross square feet, the bike storage structure of approximately 660 square feet located adjacent to the building, and the chiller, generator, and playground equipment.
TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever.
ASSIGNEE acknowledges that the transfer of the Property is without any warranty, and is made on an "AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE," basis. IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.
ASSIGNOR:
City of Missoula
By: Name: Its:
STATE OF Montana) :ss County of Missoula)
This instrument was signed and sworn to before me on, 20, by and
WITNESS my hand and official seal.
Printed Name
NOTARY PUBLIC FOR THE STATE OF

SCHEDULE 1

Legal Description

Lot 1 of Consumer Direct Addition, a two-lot subdivision located in the NW $\frac{1}{4}$ of Section 8, Township 13 North, Range 19 West, P.M.M., City of Missoula, Missoula County, Montana, according to the official recorded plat thereof.