

# COUNTER OFFER



1 Date: 01/07/2026  
2  
3 This Counter Offer pertains to a Buy-Sell Agreement (hereafter the "Agreement") dated 01/06/2026  
4 by and between Laura Berryman and Jefferson Berryman (hereafter the "Seller") and  
5 Clesson E. Hill and Paula G. Hill (hereafter the "Buyer") concerning  
6 the property described as: 7032 Jenaya Court, Missoula, MT 59803  
7 Lot 30 of LINDA VISTA SIXTEENTH SUPPLEMENT, a platted subdivision in the City of Missoula, Missoula County, Montana,  
8 according to the official recorded plat thereof.  
9

10 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by  
11 reference except as modified by the following terms and conditions:  
12 Lines 22-23 (Excluded Fixtures): Add "curtains and curtain hardware in front room on main level (baby's room)" and "curtains  
13 in lower level".  
14 Line 47 to read "N/A"  
15 Lines 80-81: Add "(see lines 22-23)" after "Window Coverings".  
16 Line 179: Inspection Contingency deadline to be 1/16/2026  
17 Line 197: Inspection Resolution deadline to be 1/17/2026  
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46 The performance dates contained in the Agreement:

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48 ☒ Shall remain the same, except as otherwise stated herein; OR

49

50 ☐ Shall be extended the same number of days that have elapsed between the date of the Agreement and the date  
51 of final acceptance of this Counter Offer except for the closing date which shall remain as set forth in the  
52 Agreement.

53

54 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their  
55 Broker/Salesperson not later than 01/08/2026 5:00 (Date/Time) at ☐ am ☒ pm (Mountain Time), whether or not  
56 that deadline falls on a Saturday, Sunday or holiday. Offering party may withdraw this Counter Offer any time prior to  
57 receiving written acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of  
58 the time for acceptance, this offer is then null and void.

59

60

	<i>Jefferson Berryman</i>
Buyer's Signature	Seller's Signature
Date	Date

63

64

	<i>Laura Berryman</i>
Buyer's Signature	Seller's Signature
Date	Date

66

**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.



# BUY - SELL AGREEMENT (Residential) (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.

1 Date: 1/6/2026  
2 Clesson E. Hill & Paula G. Hill  
3 as ☒ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ individually, ☐ other  
4 \_\_\_\_\_ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to  
5 sell the following described real property (hereafter the "Property") commonly known as  
6 \_\_\_\_\_  
7 7032 Jenaya Court  
8 in the City of Missoula, County of Missoula, Montana,  
9 legally described as: Lot 30 of LINDA VISTA SIXTEENTH SUPPLEMENT, a platted subdivision in the City of Missoula,  
10 Missoula County, Montana, according to the official recorded plat thereof.

11  
12 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other  
13 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are  
14 attached to the Property are included in the purchase price and transfer to the Buyer, free of liens and without warranty  
15 of condition. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether  
16 they are in fact permanently installed and attached to the Property. These fixtures and fittings are electrical, plumbing and  
17 heating fixtures, solar panels and related components, Seller owned water softeners/conditioners and propane tanks,  
18 wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, window  
19 treatments, attached floor coverings, television wall mounts, satellite dish, hot tub, air cooler or conditioner, garage door  
20 openers and controls, fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property,  
21 attached buildings or structures, unless otherwise excluded below:

22 Hot-tub, basement refrigerator, rabbit hooks in main floor bathroom, outlet covers and books  
23 shelves in the baby room.

## PURCHASE PRICE AND TERMS:

26 \$ 740,000.00 Purchase Price: Seven Hundred Forty Thousand (U.S. Dollars)  
27 \$ 10,000.00 Earnest Money (credited to Buyer at closing)  
28 \$ 730,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

29 (check one):

30 ☒ All cash at closing (no financing contingency);  
31 Certification of cash funds provided ☐ with offer **OR** ☒ delivered by Buyer within  
32 3 bus days of the date all parties have signed this Agreement.

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

34 ☐ \$ \_\_\_\_\_ **OR** ☐ \_\_\_\_\_ % of the Purchase Price

35 Balance to be financed as indicated below:

36 ☐ Conventional ☐ FHA ☐ VA ☐ MBOH ☐ USDA-RD ☐ Seller Financing ☐ Assumption

37 ☐ Other:

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

42 **CLOSING DATE:** The date of closing shall be (date) 1/29/2026 (the "Closing Date").  
43 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date  
44 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the  
45 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including  
46 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
47 more than 10 days to accommodate delays attributable solely to such third party financing including, but not limited  
48 to, delays attributable to governmental regulations. If the Closing Date, or any extension of the Closing Date, falls on a  
49 Saturday, Sunday or Montana or federal holiday, it shall automatically be extended to the first day immediately following  
50 that is not a Saturday, Sunday or Montana or federal holiday.

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51 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:  
52 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR  
53 ☒ upon recording of the deed or notice of purchaser's interest, OR  
54 ☐ \_\_\_\_\_  
55 \_\_\_\_\_  
56 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,  
57 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.  
58  
59 **EARNEST MONEY:** (check one)  
60 ☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by  
61 check, cash or wire transfer.  
62  
63 Broker/Salesperson: \_\_\_\_\_  
64 (name printed) (signature acknowledging receipt of earnest money)  
65 **OR**  
66  
67 ☒ Buyer agrees to provide earnest money in the amount as set forth herein within 5 days, by 5:00 p.m. (Mountain  
68 Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday,  
69 Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a  
70 Saturday, Sunday or Montana or federal holiday.  
71  
72 Earnest money may be made by check, cash or wire transfer and shall be held in trust by Insured Titles  
73 \_\_\_\_\_. If Buyer fails to provide earnest money as set forth herein,  
74 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.  
75 The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are  
76 consideration for services rendered.  
77  
78 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are  
79 included and shall transfer to the Buyer at Closing:  
80 Dishwasher, Disposal, Dryer, Microwave, Range, Refrigerator, Security System, Washer, Window  
81 Coverings  
82  
83 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of  
84 any other advertisements or information to the contrary.  
85  
86 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener  
87 ☐ water conditioner ☐ propane tank ☐ satellite dish, ☐ satellite control ☐ alarm system ☐ other  
88 \_\_\_\_\_  
89 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no  
90 representations or warranties concerning the transferability of said items or the assignment of any agreements relating to  
91 the lease/rental of said items.  
92  
93 **FINANCING CONDITIONS AND OBLIGATIONS:**  
94  
95 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment  
96 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source  
97 of such funds unless otherwise expressly set forth herein.  
98  
99 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing with a lender which shall include  
100 providing a full executed copy of this Agreement to the lender, provide notice of their intent to a lender and pay to the  
101 lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate any action required  
102 for completion of seller financing by 5:00 P.M. (Mountain Time) (date) \_\_\_\_\_ Buyer will be in breach  
103 of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause shall not be construed  
104 to restrict Buyer's right to review a loan estimate granted by governmental regulations.

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**V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veteran's Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the reasonable value established by the Veteran's Administration.

**F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference. The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

**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 the transaction anticipated by this Agreement 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 house 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.

**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:**

☒ This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate, including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense, independent inspections or advice from qualified inspectors and 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. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's inspectors or advisors.

Home/Property Inspection  
Owner's Property Disclosure Statement  
Roof Inspection  
Structural/Foundation Inspection  
Electrical Inspection

Review and Approval of Protective Covenants  
Easements  
Flood Plain Determination  
Water Sample Test  
Septic or Cesspool Inspection


 

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163 Plumbing Inspection  
164 Heating, ventilation, cooling system – Inspection  
165 Stove/Fireplace Inspection  
166 Pest/Rodent Inspection  
167 Well Inspection for Condition of Well and Quantity of Water  
168 Accounting Advice  
169 Survey or Corner Pins located  
170 Access to Property  
171 Verification of # of code compliant bedrooms  
172 Verification of square footage of improvements  
173 Water Rights  
174 Zoning Determination  
175 Post-Closing Rental Obligations  
176 Inspection/Testing for Methamphetamine  
177

Mineral Rights Search  
Radon  
Asbestos  
Wildfire Risk  
Legal Advice  
Toxic Waste/Hazardous Material  
Underground Storage Tanks  
Sanitary Approval/Septic permit  
Mold  
Verification of lot size  
Airport Affected Area  
Road Maintenance  
Internet Availability/Speed

178 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before  
179 (Notice Date) 1/19/2026 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of  
180 no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the  
181 Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that  
182 portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects  
183 to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to**  
184 **negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested  
185 remedies.  
186

187 On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's  
188 Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting a  
189 resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or notices  
190 electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved and agreed  
191 to in writing by the Seller.  
192

193 If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written agreement  
194 in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the parties cannot  
195 come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not withdraw, in writing, his/her  
196 disapproval of the condition(s) noted and elect to continue to closing without regard to any and all previously provided  
197 inspection notices, on or before (Resolution Date) 1/20/2026 at 5:00 p.m. (Mountain Time),  
198 the earnest money shall be returned to the Buyer, and the Agreement then terminated.  
199

#### 200 FINANCING CONTINGENCY:

201 ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled  
202 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is  
203 terminated and the earnest money will be refunded to the Buyer.  
204

#### 205 APPRAISAL CONTINGENCY:

206 ☐ Property must appraise for at least ☐ the Purchase Price **OR** at least ☐ \$ \_\_\_\_\_. If the  
207 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money  
208 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised  
209 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within  
210 \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**  
211 ☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price **OR** at least  
212 ☐ \$ \_\_\_\_\_. Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
213

214 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of  
215 the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the  
216 standard pre-printed exceptions (general exceptions not unique to the Property).  
217 Release Date: 5 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt  
218 of the Commitment.

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Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). 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).

**INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the Property. Release Date: 1/19/2026 at 5:00 p.m. (Mountain Time).

**LEAD BASED PAINT CONTINGENCY:** For housing built prior to 1978, if Seller is required by applicable law to provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the LBP Documents), and if said LBP Documents have been provided to Buyer **after** the full execution of this Agreement by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.

**OWNER'S PROPERTY DISCLOSURE CONTINGENCY:** Pursuant to Montana law, in the transfer of residential real estate in Montana a seller is required to provide to a buyer a written disclosure statement disclosing any adverse material facts that concern the residential real property and of which the seller has actual knowledge (the "Disclosure Statement"). If said Disclosure Statement is not delivered by Seller to Buyer prior to or contemporaneously with the execution of this Agreement Buyer shall have the right to rescind this Agreement within three (3) days after delivery of the Disclosure Statement by Seller to Buyer by Buyer giving written notice of rescission to Seller or Seller's Broker/Salesperson. Buyer may waive this right to rescind as set forth in this Agreement.

This Agreement is contingent upon


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

This Agreement is contingent upon

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

#### ADDITIONAL PROVISIONS:

  
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277 **DELIVERY OF OWNER'S PROPERTY DISCLOSURE:** Buyer acknowledges and understands that the actions of Seller's  
278 Broker/Salesperson in including the Disclosure Statement in material available for download in the multiple listing  
279 service(s) in which the Property was advertised for sale shall constitute delivery of said Disclosure Statement to Buyer.  
280

281 Concerning delivery of the Disclosure Statement to Buyer:

- 282 ☒ A copy of the Disclosure Statement **has** been delivered to Buyer prior to or contemporaneously with providing the  
283 offer set forth in this Agreement.  
284 ☐ A copy of the Disclosure Statement **has not** been delivered to Buyer prior to or contemporaneously with providing  
285 the offer set forth in this Agreement.  
286 ☐ Buyer hereby waives the right to rescind this Agreement based on the fact that a copy of the Disclosure  
287 Statement was not delivered to Buyer prior to or contemporaneously with providing the offer set forth in this  
288 Agreement.  
289

290 **CONVEYANCE:** The Seller shall convey the Property by \_\_\_\_\_ **Warranty** deed, free of  
291 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.  
292

293 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed  
294 at time of closing. Year \_\_\_\_\_ Make/Model \_\_\_\_\_  
295 Serial Number \_\_\_\_\_ Title Number \_\_\_\_\_  
296

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

301 Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, ☐ split equally between Buyer and Seller.

302 Documents for transfer will be prepared by \_\_\_\_\_.  
303

304 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of  
305 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating  
306 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of  
307 water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could  
308 result in a penalty against the transferee and rejection of the deed for recording.  
309

310 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana  
311 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water  
312 bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation  
313 Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to  
314 be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should  
315 consult their local conservation district, a land use professional, or other qualified advisor, regarding any applicable local,  
316 state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers,  
317 wetlands, floodplains or other water bodies, including vegetation removal.  
318

319 **FLUCTUATING WATER LEVELS:** Buyers of waterfront property or property which has waterfront access should be  
320 aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in  
321 other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source,  
322 may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to  
323 irrigate or engage in other uses of said water.  
324

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

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330 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
331 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  
332 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These  
333 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these  
334 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights  
335 have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface  
336 rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even  
337 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the  
338 brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any  
339 representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms,  
340 brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of  
341 the mineral rights to and for the Property.

342  
343 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer  
344 ☒ Equally Shared.

345  
346 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer  
347 with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title  
348 Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's  
349 title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It  
350 is recommended that Buyer obtain details from a title company.

351  
352 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing  
353 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other  
354 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary  
355 title commitment approved by the Buyer.

356  
357 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031  
358 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
359 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
360 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or  
361 any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
362 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section  
363 below.

364  
365 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement  
366 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,  
367 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been  
368 approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

369  
370 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District  
371 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,  
372 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,  
373 as of the date of closing unless otherwise agreed.

374  
375 **HEATING FUEL/PROPANE PRORATION:** Seller and Buyer agree to prorate the heating fuel/propane at the current  
376 market price as provided by a heating fuel/propane company no more than 7 days prior to closing, OR at the price charged  
377 for the last refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane  
378 tank is rented, proration will be based on the most current rental fee charged or owing at the time of closing.

379  
380 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
381 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller  
382 agrees to leave the Property in broom clean or better condition, free and clear of Seller's personal property and  
383 possessions, tenants, and occupants, except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer  
384 a walk-through inspection of said Property prior to closing to confirm that all appurtenances and appliances included in  
385 the sale remain on the Property and that there has been no significant change in the condition of the Property, except for  
386 normal wear and tear and changes agreed upon by the parties.

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

391  
392 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,  
393 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's  
394 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information  
395 concerning registered offenders available to the public. If you desire further information please contact the local County  
396 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the  
397 area.

398  
399 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,  
400 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE  
401 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH  
402 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL  
403 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON  
404 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property  
405 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this  
406 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation  
407 treatment concurrent with an executed copy of this Agreement.

408  
409 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."  
410

411 **BUYER'S REMEDIES:**

412 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the  
413 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.  
414 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction  
415 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:  
416 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such  
417 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;  
418 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;  
419 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

420  
421 **SELLER'S REMEDIES:**

422 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction  
423 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:  
424 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller  
425 under this Agreement shall be terminated;  
426 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;  
427 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

428  
429 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
430 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally  
431 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,  
432 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

433  
434 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the  
435 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount  
436 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence. If  
437 the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required  
438 to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue  
439 Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or prior to Closing, Seller  
440 agrees to perform any act and sign any document that is reasonably necessary to comply with FIRPTA including a  
441 Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does not do so, Buyer or the  
442 closing agent may be required to withhold the applicable tax from the proceeds of sale at Closing and submit this amount  
443 to the Internal Revenue Service, pursuant to FIRPTA.

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

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

457 **ACCURACY OF THIRD-PARTY INFORMATION:** Buyer is encouraged to do Buyer's own research and due diligence  
458 concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or  
459 information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by  
460 third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that  
461 neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or  
462 verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed to  
463 be from sources deemed reliable, some sources may have conflicting or incorrect information.

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

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

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

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

478 **COMPENSATION:** The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction  
479 anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s)  
480 representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written agreement(s)  
481 with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s) representing  
482 the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company closing the  
483 transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or Buyer, this  
484 Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer is obligated  
485 to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected from Buyer as  
486 a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully negotiable and  
487 not set by Montana law, any board or association of REALTORS®, or any multiple listing service.

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

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

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**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.

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

- |  |   |
|--|---|
| <input type="checkbox"/> Lead Based Paint Disclosure                         | <input type="checkbox"/> Contingency for Sale of Buyer's Property |
| <input type="checkbox"/> Addendum for Additional Provisions                  | <input type="checkbox"/> Back-up Offer                            |
| <input type="checkbox"/> Multi-Family Disclosure                             | <input type="checkbox"/> Water Rights Acknowledgement             |
| <input type="checkbox"/> Mold Disclosure                                     | <input type="checkbox"/> Condominium Disclosure/Addendum          |
| <input type="checkbox"/> Newly Constructed Residence Addendum and Disclosure | <input type="checkbox"/> Seller Compensation Addendum             |
| <input type="checkbox"/> Rent-Back Agreement (Post-Closing Seller Occupancy) | <input type="checkbox"/> Solar Panel Addendum                     |
| <input type="checkbox"/>   |   |

**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 licensees' duties and the limits of their obligations to each party:

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

RRE-RBS-LIC-15881 of 3011 American Way Missoula MT 59808  
(licensee's Montana license number) (brokerage company address)

406-532-9200 406-532-9200  
(licensee phone number) (brokerage company phone number)

juliegardnerproperties@gmail.com  
(licensee email address)

is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Maggie Springer of Ink Realty Group  
(name of licensee) (name of brokerage company)

71615 of 148 South Avenue West Missoula MT 59801  
(licensee's Montana license number) (brokerage company address)

406-240-9545 4067288270  
(licensee phone number) (brokerage company phone number)

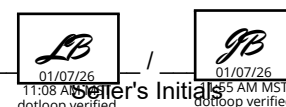
homesmissoula@gmail.com  
(licensee email address)

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

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

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

  
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**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) 1/7/2026, at 5 ☐ 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).

Clesson E. Hill Date: 01/06/2026, at 4:56 PM ☐ am ☒ pm (Mountain Time)  
Buyer's Signature

Name Printed: Clesson E. Hill

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

Paula G. Hill Date: 01/06/2026, at 4:58 PM ☐ am ☒ pm (Mountain Time)  
Buyer's Signature

Name Printed: Paula G. Hill

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

**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

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

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

\_\_\_\_\_  
Seller's Signature

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

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

☒ Modified per the attached Counter Offer:

LB / 01/07/26  
Seller's Initials Date

JB / 01/07/26  
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 holidays.