

## **BUY-SELL AGREEMENT (Land)** (Including Earnest Money Receipt)



**This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.**

1 Date: 3/17/2025  
2 JEFF KUMAR & ANASTASIA SOROKA  
3 as  joint tenants with rights of survivorship,  tenants in common,  individually,  other  
4 \_\_\_\_\_ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the  
5 following described real property (hereafter the "Property") commonly known as \_\_\_\_\_  
6 Lot 14 Nash Road  
7 in the City of Bozeman, County of Gallatin, Montana, legally described  
8 as:  
9 Lot 14 The Summits Subdivision

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

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

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

## **PURCHASE PRICE AND TERMS:**

24 \$ 545,000.00 Purchase Price: Five Hundred Forty-Five Thousand (U.S. Dollars)

25 \$ 20,000.00 Earnest Money (credited to Buyer at closing)

26 \$ 525,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows  
27 (check one):

All cash at closing (no financing contingency);

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

Additional cash down payment at closing in the minimum amount of:  
 \$ **25** % of the Purchase Price

\$ \_\_\_\_\_ OR  \_\_\_\_\_ % of the Purchase Price  
Balances due, if any, to be indicated below:

Conventional  Other Financing  Seller Financing  Assumption  Home Equity

Conventional  Other Financing  Seller  
 Other

Other

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

**CLOSING DATE:** The date of closing shall be (date) 30 days after final plat (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 \_\_\_\_\_ days to accommodate delays attributable solely to such third-party financing. If the Closing Date,

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52 or any extension of the Closing Date, falls on a Saturday, Sunday, or Montana or federal holiday, it shall automatically  
 53 be extended to the first day immediately following that is not a Saturday, Sunday, or Montana or federal holiday.  
 54

55 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:  
 56  when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**  
 57  upon recording of the deed or notice of purchaser's interest, **OR**

58  \_\_\_\_\_ .  
 59

60 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),  
 61 and Homeowner's Association facilities, if applicable.  
 62

63 **EARNEST MONEY:** (check one)

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

66 Broker/Salesperson: Kade Embry

67 (name printed)

68 (signature acknowledging receipt of earnest money)

69 **OR**

70  Buyer agrees to provide earnest money in the amount as set forth herein within 5 days, by 5:00 p.m. (Mountain  
 71 Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday,  
 72 Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a  
 73 Saturday, Sunday, Montana or federal holiday.  
 74

75 Earnest money may be made by check, cash or wire transfer and shall be held in trust by \_\_\_\_\_  
 76 **SECURITY TITLE** . If Buyer fails to provide earnest money as set forth herein,

77 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.  
 78 The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are  
 79 consideration for services rendered.  
 80

### 81 **FINANCING CONDITIONS AND OBLIGATIONS:**

82 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down  
 83 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any  
 84 contingent source of such funds unless otherwise expressly set forth herein.  
 85

86 **LOAN APPLICATION:** If Buyer fails to make written application for financing with a lender which shall include  
 87 providing a fully executed copy of this Agreement to the lender and pay to the lender any required fees, apply  
 88 for assumption of an existing loan or contract, or initiate any action required for completion of seller  
 89 financing by 5:00 pm (Mountain Time) (date) \_\_\_\_\_  
 90 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.  
 91

92 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been  
 93 released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the  
 94 date specified for each contingency, the party requesting that contingency has notified the other party or the other party's  
 95 Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other  
 96 party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated,  
 97 and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.  
 98

### 99 **FINANCING CONTINGENCY:**

100  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement  
 101 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this  
 102 Agreement is terminated and the earnest money will be refunded to the Buyer.  
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**APPRAISAL CONTINGENCY:**

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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 \_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

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

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

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

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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).

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

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Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (Notice Date) 5/16/2025 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

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

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

170 **This offer is contingent upon**

171 \_\_\_\_\_  
 172 \_\_\_\_\_  
 173 \_\_\_\_\_  
 174 \_\_\_\_\_  
 175 \_\_\_\_\_  
 176 Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
 177 \_\_\_\_\_

178 **This offer is contingent upon**

180 \_\_\_\_\_  
 181 \_\_\_\_\_  
 182 \_\_\_\_\_  
 183 Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
 184 \_\_\_\_\_

185 **ADDITIONAL PROVISIONS:**

186 Earnest money to be non refundable 60 calendar days from accepted offer.  
 187 Earnest money is to be released to the seller at final plat.

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

201 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of  
 202 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,  
 203 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the  
 204 Property, except: NONE  
 205 \_\_\_\_\_.

206 Filing or transfer fees will be paid by  Seller,  Buyer, **OR**  split equally between Buyer and Seller.  
 207 Documents for transfer will be prepared by \_\_\_\_\_ **TITLE COMPANY**  
 208 \_\_\_\_\_.

209 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of  
 210 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating  
 211 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of  
 212 water rights being exempted, severed, or divided, the failure of the parties to comply with section  
 213 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.  
 214 \_\_\_\_\_

215 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana  
 216 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water  
 217 bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation  
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220 Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved  
 221 to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners  
 222 should consult their local conservation district, a land use professional, or other qualified advisor, regarding any  
 223 applicable local, state or federal regulations, including permitting or other approvals, before working in or around any  
 224 streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.  
 225

226 **FLUCTUATING WATER LEVELS:** Buyers of waterfront property or property which has waterfront access should be  
 227 aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in  
 228 other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source,  
 229 may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to  
 230 irrigate or engage in other uses of said water.  
 231

232 **FLOOD PLAIN DISCLOSURE:** Property flooding can occur any time of year from both surface water as well as  
 233 groundwater (water rising up through the ground). Buyer's hazard insurance policy usually will NOT cover property  
 234 damage due to this type of flooding. If Property is determined to lie within a FEMA-designated 1% Flood Hazard Area  
 235 and the Buyer is obtaining a loan, Buyer's lender will likely require the purchase of flood insurance in connection with  
 236 Buyer's purchase of the Property. The Property could be impacted, learn more at FEMA.gov  
 237

238 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
 239 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  
 240 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property. These  
 241 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these  
 242 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral  
 243 rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the  
 244 surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals  
 245 even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor  
 246 the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or  
 247 make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the  
 248 brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an  
 249 inspection or analysis of the mineral rights to and for the Property.  
 250

251 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by  Seller  Buyer  
 252  Equally Shared.  
 253

254 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish  
 255 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American  
 256 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase  
 257 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an  
 258 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.  
 259

260 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to closing  
 261 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other  
 262 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary  
 263 title commitment approved by the Buyer.  
 264

265 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section  
 266 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
 267 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
 268 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary  
 269 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
 270 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"  
 271 section below.  
 272

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



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

281  
 282 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
 283 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller  
 284 agrees to leave the Property free and clear of Seller's personal property and possessions, tenants, and occupants,  
 285 except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer a walk-through inspection of said  
 286 Property prior to closing to confirm that all appurtenances and personal property included in the sale remain on the  
 287 Property and that there has been no significant change in the condition of the Property, except for normal wear and tear  
 288 and changes agreed upon by the parties.  
 289

290 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties  
 291 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
 292 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
 293 owner of property, contact either your local County extension agent or Weed Control Board.  
 294

295 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code  
 296 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of  
 297 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the  
 298 information concerning registered offenders available to the public. If you desire further information please contact the  
 299 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers  
 300 assigned to the area.  
 301

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

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

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

310 **SELLER'S REMEDIES:**

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

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

317 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
 318 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally  
 319 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,  
 320 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.  
 321

322 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the  
 323 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount  
 324 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence.  
 325 If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is  
 326 required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the  
 327 Internal Revenue Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or  
 328 prior to Closing, Seller agrees to perform any act and sign any document that is reasonably necessary to comply with  
 329 FIRPTA including a Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does  
 330 not do so, Buyer or the closing agent may be required to withhold the applicable tax from the proceeds of sale at  
 331 Closing and submit this amount to the Internal Revenue Service, pursuant to FIRPTA.  
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334 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act  
 335 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in  
 336 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition  
 337 or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult  
 338 with an appropriate professional concerning any reporting that may be required by the AFIDA.  
 339

340 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
 341 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this  
 342 Agreement, of any and all information reasonably necessary to consummate the transaction described in this  
 343 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar  
 344 documents concerning this Property or underlying obligations pertaining thereto.  
 345

346 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement  
 347 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.  
 348 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally  
 349 speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller  
 350 should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers  
 351 through email.  
 352

353 **ACCURACY OF THIRD-PARTY INFORMATION:** Buyer is encouraged to do Buyer's own research and due diligence  
 354 concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or  
 355 information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by  
 356 third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that  
 357 neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or  
 358 verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed  
 359 to be from sources deemed reliable, some sources may have conflicting or incorrect information.  
 360

361 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property from any cause  
 362 is assumed by Seller through the time of closing unless otherwise specified.  
 363

364 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.  
 365

366 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns of  
 367 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express  
 368 written consent.  
 369

370 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the  
 371 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine  
 372 just.  
 373

374 **COMPENSATION:** The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction  
 375 anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s)  
 376 representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written  
 377 agreement(s) with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s)  
 378 representing the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company  
 379 closing the transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or  
 380 Buyer, this Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer  
 381 is obligated to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected  
 382 from Buyer as a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully  
 383 negotiable and not set by Montana law, any board or association of REALTORS®, or any multiple listing service.  
 384

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

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

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

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

- Contingency for Sale of Buyer's Property
  - Addendum for Additional Provisions
  - Water Rights Acknowledgement
  - ADDENDUM TO BUY-SELL AGREEMENT THE SUMMITS SUBDIVISION
  - Back-up Offer
  - Seller Compensation Addendum

**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:

414                              Kade Embry                              of Coldwell Banker Distinctive Pr  
415                              (name of licensee)                              (name of brokerage company)  
416  
417                              BRO-21008                              2621 West College                      Bozeman              MT      59718  
418                              (licensee's Montana license number)                      (brokerage company address)  
419  
420                              Kade\_embry@hotmail.com                              4065877653  
421                              (licensee email address)                              (brokerage company phone number)  
422

421 (includes phone number)  
425 is acting as  Seller's Agent  Dual Agent  Statutory Broker

435  
436 (406) 587-7653  
437 \_\_\_\_\_  
438 (licensee phone number)  
439 is acting as  Buyer's Agent  Dual Agent  Statutory Broker  
                   Seller's Agent (includes Seller's Sub-Agent)

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

443

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

Authentisign  
AS , JK  
Buyer's Initials

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Buy-Sell Agreement (Land), October 2024  
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**Authentisign**  
**TR**,  
Seller's Initials

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

451  
 452 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth  
 453 in the above offer and grant to said Broker/Salesperson until (date) 3/19/2025, at 5  am  pm (Mountain  
 454 Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer  
 455 may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted  
 456 by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement  
 457 bearing my/our signature(s).

Authentisign

JEFF KUMAR

03/17/2025 1:11 PM

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

Buyer's Signature

Name Printed: JEFF KUMAR

464 Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 465 ANASTASIIA SOROKA Date: 03/17/2025 4:27 PM, at  am  pm (Mountain Time)

Buyer's Signature

Name Printed: ANASTASIIA SOROKAAddress (*if different*): \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**SELLER'S COMMITMENT:**

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

Tim ReilleyDate: 03/18/2025 8:33 AM, at  am  pm (Mountain Time)

Seller's Signature

Name Printed: Folarel South 19th LLC

482 Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 483 \_\_\_\_\_ 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

500 **NOTE:** Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holiday.