

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.

Date: 3/17/2025
JEFF KUMAR & ANASTASIIA SOROKA
as ☐ joint tenants with rights of survivorship, ☒ tenants in common, ☐ individually, ☐ other
(hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
following described real property (hereafter the "Property") commonly known as
Lot 14 Nash Road
in the City of Bozeman, County of Gallatin, Montana, legally described
as:
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:

\$ 545,000.00 Purchase Price: Five Hundred Forty-Five Thousand (U.S. Dollars)
\$ 20,000.00 Earnest Money (credited to Buyer at closing)
\$ 525,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

(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:
☐ \$ _____ **OR** ☐ _____ % of the Purchase Price
Balance to be financed as indicated below:
☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity
☐ 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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or any extension of the Closing Date, falls on a Saturday, Sunday, or Montana or federal holiday, it shall automatically be extended to the first day immediately following that is not a Saturday, Sunday, or Montana or federal holiday.

POSSESSION: Seller shall deliver to Buyer possession of the Property and allow occupancy:

☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**

☒ upon recording of the deed or notice of purchaser's interest, **OR**

☐ _____.

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

EARNEST MONEY: (check one)

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

Broker/Salesperson: Kade Embry

(name printed)

(signature acknowledging receipt of earnest money)

OR

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

Earnest money may be made by check, cash or wire transfer and shall be held in trust by _____
SECURITY TITLE _____. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

FINANCING CONDITIONS AND OBLIGATIONS:



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


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

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (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 transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

FINANCING CONTINGENCY:

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

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 Buyer's Initials

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APPRAISAL CONTINGENCY:

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

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.

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.

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).

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.

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.

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

This offer is contingent upon

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

This offer is contingent upon

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

ADDITIONAL PROVISIONS:

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

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: **NONE**

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, **OR** ☐ split equally between Buyer and Seller.
Documents for transfer will be prepared by _____ **TITLE COMPANY**

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, under the Montana Natural Streambed and Land Preservation

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Act of 1975, 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 conservation district, 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.

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

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

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

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

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

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

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

SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS: All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have 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
311 **SELLER'S REMEDIES:**
312 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
313 within the time period provided in this Agreement, the Seller may:

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

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

323
324 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the
325 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount
326 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence.
327 If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is
328 required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the
329 Internal Revenue Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or
330 prior to Closing, Seller agrees to perform any act and sign any document that is reasonably necessary to comply with
331 FIRPTA including a Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does
332 not do so, Buyer or the closing agent may be required to withhold the applicable tax from the proceeds of sale at
333 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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ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

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

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

- ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer
☐ Addendum for Additional Provisions ☐ Seller Compensation Addendum
☐ Water Rights Acknowledgement

☒ ADDENDUM TO BUY-SELL AGREEMENT THE SUMMITS SUBDIVISION

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:

Kade Embry of Coldwell Banker Distinctive Pr
 (name of licensee) (name of brokerage company)

BRO-21008 2621 West College Bozeman MT 59718
 (licensee's Montana license number) (brokerage company address)

Kade_embry@hotmail.com 4065877653
 (licensee email address) (brokerage company phone number)

(406) 587-7653
 (licensee phone number)

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

Kade Embry of Coldwell Banker Distinctive Pr
 (name of licensee) (name of brokerage company)

BRO-21008 2621 West College Bozeman MT 59718
 (licensee's Montana license number) (brokerage company address)

Kade_embry@hotmail.com 4065877653
 (licensee email address) (brokerage company phone number)

(406) 587-7653
 (licensee phone number)

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) 3/19/2025, 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).

JEFF KUMAR Date: 03/17/2025 at 1:11 PM ☒ m ☐ pm (Mountain Time)
Buyer's Signature

Name Printed: JEFF KUMAR

Address: _____ State: _____ Zip: _____

ANASTASIIA SOROKA Date: 03/17/2025 at 4:27 PM ☒ m ☐ pm (Mountain Time)
Buyer's Signature

Name Printed: ANASTASIIA SOROKA

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

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.

Tim Reiley Date: 03/18/2025 at 8:33 AM ☒ am ☐ pm (Mountain Time)
Seller's Signature

Name Printed: Folarel South 19th LLC

Address: _____ State: _____ Zip: _____

_____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
Seller's Signature

Name Printed: _____

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

☐ Modified per the attached Counter Offer:

_____/_____
Seller's Initials Date Seller's Initials Date

☐ Rejection of this offer by Seller (no counter offer is being made):

_____/_____
Seller's Initials Date Seller's Initials Date

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