

June 1, 2022

**Re: Letter of Intent for Purchase and Sale of approximately 5.0 acre of real property located at approximately Mount Highland Drive and Continental Drive in Butte, Montana 59701 Parcel number 01-1095-04-4-01-01-0000, See Exhibit A.**

Dear \_\_\_\_\_

This letter of intent ("**LOI**") constitutes an expression of the parties' interest in purchasing and selling that certain real property located at approximately Mount Highland Drive and Continental Drive in Butte, MT (the "**Property**") currently owned by \_\_\_\_\_, a Montana limited liability company ("**Seller**") on the general terms and conditions described herein. It will also serve as the basis for negotiating a definitive purchase and sale agreement (the "**Purchase Agreement**") for the purchase and sale of the Property. This LOI supersedes all prior oral and written proposals between the parties. The proposed terms and conditions for the purchase and sale are as follows:

1. Execution of Purchase Agreement. This LOI is only an expression of the basic terms and conditions to be incorporated into the Purchase Agreement. This LOI does not obligate either party to negotiate in good faith or to proceed to the completion of the Purchase Agreement. The parties shall not be bound unless and until the Purchase Agreement to be negotiated is executed by the parties, which must be in form and content satisfactory to each party and its counsel in their sole discretion.

2. Purchase Price. Five Hundred Fifty Dollars and 00/100 (\$550,000.00) (the "**Purchase Price**"), all cash, in immediately available funds, subject to the prorations and credits detailed in the Purchase Agreement. The Purchase Price shall be paid at the closing of the sale of the Property, except for the Earnest Money Deposit, which shall be paid as and when set forth herein.

3. Earnest Money Deposit. Five Thousand Dollars and 00/100 (\$5,000) (the "**Earnest Money Deposit**") to be deposited by Purchaser in immediately available funds within five (5) business days after full execution of the Purchase Agreement by Purchaser and Seller, in a mutually acceptable interest-bearing escrow account established with a mutually acceptable escrow agent ("**Escrow Agent**"). All interest earned on the Earnest Money Deposit shall constitute part of the Earnest Money Deposit and shall be payable to the party entitled to receive it under the Purchase Agreement. If the

closing shall occur, the Earnest Money Deposit, along with the interest earned on the deposit, shall be credited to the Purchase Price.

4. No Financing Contingency. Purchaser is prepared to pay all cash for the acquisition of the Property and its obligation to purchase the Property shall not be conditioned in any way on Purchaser's ability to obtain financing.

5. Closing Date. The closing of the transaction shall occur on or before the date that is fifteen (15) days following the expiration of the Inspection Period (hereinafter defined) (the "**Closing Date**"). The closing shall be effected through a customary escrow closing.

6. Closing Costs. Seller shall pay all broker fees and its own legal fees. Purchaser shall pay only its own legal fees and the cost of any third-party reports Purchaser deems necessary in connection with its inspection of the Property. Seller shall pay any and all transfer taxes, clerk's and indexing fees, taxes on the deeds, all costs of recording the deeds, and any other fees and costs as are customary in transactions of this size and type in counties and states where the Property is located. Each party shall pay one-half of any escrow or closing fee.

7. Credits and Prorations. The Purchase Agreement shall contain customary prorations with respect to rents, other lease payments, real estate taxes and any and all items customarily prorated between the parties in transactions of this size and type in counties and states where the Property is located, all subject to reapportionment following the closing based on actual final bills and receipts.

8. Due Diligence Investigation. From the date of execution of this LOI, and continuing after the effective date of the fully-executed Purchase Agreement by the parties for a period of one hundred eighty (180) days thereafter (the "**Inspection Period**"), Seller shall allow Purchaser to have access to the Due Diligence Materials (defined below) and the Property to investigate and inspect (at Purchaser's sole cost and expense) the legal, physical, economic and environmental condition of the Property, and the suitability of the Property for Purchaser's intended use thereof. Purchaser, at its option, shall have the ability to extend (by notifying the Seller in writing) the Inspection Period for two (2) separate periods of thirty (30) days each. If Purchaser determines, in its sole and absolute discretion, that it is unsatisfied with any aspect of the Property prior to the expiration of the Inspection Period, then Purchaser shall have the right to terminate the Purchase Agreement by written notice to Seller given prior to the expiration of the Inspection Period and receive a full refund of the Earnest Money Deposit. If Purchaser does not provide notice of an intent to proceed to Seller prior to the expiration of the Inspection Period, the Purchase Agreement shall be deemed automatically terminated. If Purchaser elects (by notice to Seller) to proceed to closing, the Earnest Money Deposit shall become non-refundable at the expiration of the Inspection Period.

Purchaser understands and agrees that any on-site inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser after reasonable prior written notice from Purchaser to Seller (which shall, in all cases, be at least 12 hours in advance) and shall be conducted so as not to unreasonably interfere with the use and operation of the Property and rights of Seller and its tenants, subtenants, licensees or other users and occupants of the Property. If Purchaser desires to do any invasive testing at the Property, then Purchaser shall do so only after reasonable prior written notice to Seller (which shall, notwithstanding anything to the contrary contained above, be at least three (3) days in advance) and obtaining Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

9. Due Diligence Materials. No later than two (2) days following the full execution of this LOI by the parties, Seller shall provide to Purchaser for its review, all information and documentation regarding the Property which is in the possession or control of Seller, its affiliates and/or property manager, including, but not limited to, all accounting records associated with the Property and the operations thereon in the possession or control of either Seller or the management company, if applicable (the "*Due Diligence Materials*"). Seller shall represent in the Purchase Agreement that to the best of Seller's knowledge, the Due Diligence Materials constitute all of the information and documentation relating to the Property that is in Seller's possession or control.

10. Representations and Warranties. The Purchase Agreement shall contain representations and warranties from Seller with respect to the environmental, physical and economic condition of the Property, title to the Property, the compliance of the Property with laws and other applicable requirements, the leases and leasing activities affecting the Property, if any, and any other matters reasonably requested by Purchaser. Seller's representations and warranties shall survive the closing.

11. Closing Conditions. The Purchase Agreement will contain reasonable and customary closing conditions and other contingencies as agreed to by the parties.

12. Termination. This LOI shall automatically terminate and be of no further force and effect upon the earlier of: (a) the mutual execution of the Purchase Agreement by Purchaser and Seller; (b) the date of the written notice given by either Purchaser or Seller terminating this LOI to the other; and (c) thirty (30) days following the date hereof. Notwithstanding anything to the contrary contained in the previous sentence, Paragraph 14 shall expressly survive the termination of this LOI.

13. Real Estate Commission. Seller shall be solely responsible to pay any and all brokerage or real estate commissions, finder's fees, or similar fees or charges with respect to the Purchase Agreement to be negotiated by the parties. Except for Commercial Real Estate (the "Buyer's Broker") and except for [REDACTED] (the "Seller's Broker") both of who shall be paid by Seller pursuant to a separate written agreement between the Buyer's Broker, Seller's Broker, and Seller, Buyer and Seller have not hired or involved any other brokers in this transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees).

14. Exclusive Negotiations. Seller shall not offer the Property for sale to anyone other than Purchaser or enter into or continue any discussions with any third-party to acquire the Property until such time as this LOI has terminated in accordance with the provisions of Paragraph 12 herein.

15. Confidentiality. This LOI is being transmitted to you with the express understanding that its contents and the fact that it has been transmitted remain confidential. By execution of this LOI, each party agrees to maintain the confidentiality of the other party's involvement (including the identity of such other party) in a possible transaction as described herein, including, without limitation, the structure and pricing thereof as well as the terms of the transaction, and not disclose same to any person or entity other than: (a) on an as-needed basis, to such party's advisors, agents, and consultants and the applicable party shall inform them of the confidentiality requirements of this LOI and their duty to

comply with its terms; (b) those parties or entities currently holding an ownership interest in the Property; (c) with respect to any other disclosures required by law; or (d) disclosures consented to by both parties. Neither Purchaser nor Seller shall make or allow to be made any public announcement of the transactions contemplated by this LOI or the existence of this LOI without the mutual agreement of the other party. This Paragraph 14 is a binding obligation and shall survive for a period of one (1) year from the date of this LOI first written above.

16. Non-Binding. Except as expressly set forth herein, this LOI is a non-binding proposal and may be terminated without penalty at any time and for whatever reason by either party in accordance with the terms of Paragraph 12 herein. This LOI should not be considered as a commitment to sell or purchase by either party, as the purchase and sale is expressly conditioned upon the execution and delivery of a mutually satisfactory Purchase Agreement.

By signing this LOI, the parties agree that unless and until a definitive Purchase Agreement is prepared and executed by all parties involved, there is no commitment on Seller's part to convey the Property nor on Purchaser's part to pay any consideration for the conveyance of the Property. Notwithstanding the foregoing, the parties acknowledge and agree that the provisions of Paragraphs 13 and 14, together with this paragraph, are binding and enforceable against the parties unless and until the LOI is terminated as set forth in Paragraph 12 above. Except as specifically set forth in this Paragraph 15, nothing contained in this LOI shall be deemed or construed to constitute a binding agreement between the parties.

If the foregoing terms and conditions are acceptable to you, please execute and return to us the executed letter no later than the close of business of June 7, 2022. This LOI may be signed in one or more counterparts, each of which may be an original or copy and all of which when taken together shall constitute one and the same instrument.

Sincerely,

\_\_\_\_\_  
as Purchaser

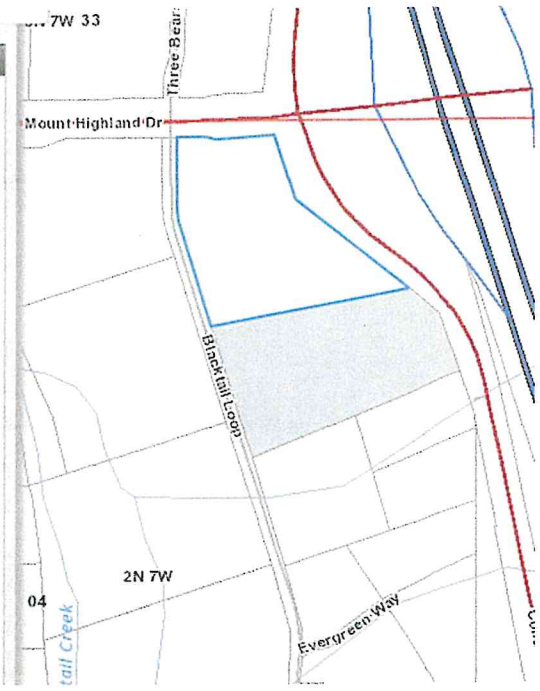
Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
a \_\_\_\_\_  
as Seller

By: \_\_\_\_\_

# Exhibit A

Summary	
Primary Information	
Property Category: RP	Subcategory: Non-Qualified Ag
Geocode: 01-1095-04-4-01-01-0000	Assessment Code: 0001019300
Primary Owner:	Property Address:
	COS Parcel:
NOTE: See the Owner tab for all owner information	
Certificate of Survey:	
Subdivision: MCGUINNESS TRACTS	
Legal Description:	
MCGUINNESS TRACTS, S04, T02 N, R07 W, Lot 1	
Last Modified: 5/20/2022 9:27:27 PM	
General Property Information	
Neighborhood: 201.003.B	Property Type: VAC_U - Vacant Land - Urban
Living Units: 0	Levy District: 01-0840-1U
Zoning:	Ownership %: 100
Linked Property:	No linked properties exist for this property
Exemptions:	No exemptions exist for this property
Condo Ownership:	
General: 0	Limited: 0
Property Factors	
Topography:	Fronting:



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

Its: \_\_\_\_\_