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Bruce A. Anderson, ISB #3392  
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Attorneys for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA

In re:

Roman Catholic Bishop of Great Falls, Montana,  
a Montana Religious Corporate Sole  
(Diocese of Great Falls),

Debtor-In-Possession.

Case No. 17-60271

Chapter 11

**MOTION FOR AUTHORIZATION TO SELL REAL PROPERTY (OUR LADY OF  
GUADALUPE), AND NOTICE**

**TO: CREDITORS AND PARTIES OF INTEREST:**

The Roman Catholic Bishop of Great Falls, Montana, a Religious Corporate Sole (Diocese of Great Falls) (“Diocese”), Debtor-in-Possession herein, proposes to sell certain real property known as “Our Lady of Guadalupe Church.”

**I. SUMMARY OF RELIEF REQUESTED**

The Diocese is proposing to sell Our Lady of Guadalupe Church building and residential real property to Larry P. Noonan, for the sum of Three Hundred Thirty-Five Thousand Dollars (\$335,000.00). Larry P. Noonan has entered an Agreement to Sell and Purchase, subject to the

approval of the United States Bankruptcy Court for the District of Montana (Court), a copy of which is attached hereto as Exhibit A. Such Agreement to Sell and Purchase will be extended, if necessary, to close after bankruptcy court approval.

The purchaser is an independent party by the name of Larry P. Noonan, although it is understood that via assignment the owner of the property will be A.W.A.R.E., Inc., which is an entity unrelated to the Debtor.

The net proceeds from the sale of Our Lady of Guadalupe Church and residence will be earmarked for Mary Queen of Peace Parish, and will be deposited into a debtor-in-possession account, and will bear interest. Such account will not be used pending further order of the Court.

## **II. AUTHORITY FOR RELIEF REQUESTED**

The Diocese seeks the relief contained in this Motion under the provisions of 11 U.S.C. § 363(b)(1), F.R.B.P. 6004 and Montana Local Bankruptcy Rule 6004-1. The Diocese is seeking Court approval because the transactions proposed are outside the normal, and usual, ordinary course of business of the Diocese.

For the reasons explained hereinafter, the Diocese believes that the transactions sought to be approved hereunder, collectively referred to as the sale of the “Our Lady of Guadalupe Church” are in the best interest of the Creditors of the Diocese.

## **III. FACTUAL BACKGROUND**

The Diocese proposes to sell the Our Lady of Guadalupe Church, and adjoining residential real property. The Diocese will receive the entire purchase price net proceeds, which and will be deposited into a debtor-in-possession account, and will bear interest. Such account will not be used pending further order of the Court.

The Our Lady of Guadalupe Church includes a church building and residential building. There are two lots, one at 13,480 square feet, which houses the 7,135 square foot church

building, which was built in 1953. The church building is of wood framed construction, and is now vacant. The adjacent lot is 6,065 square feet, and houses a single family home of wood frame construction, which is roughly 2,000 square feet. The home was built in 1958.

The determination of the initial sales price of the property, which was \$369,000.00, was determined from an appraisal done by Dave Thomas of Thomas Appraisals of approximately one year before listed. There have been three offers on the property since December 1, 2015, two have been withdrawn, and the last is the offer that is before the Court today. The property has been shown over thirty times, and marketed on LoopNet. The property, Our Lady of Guadalupe Church, is one of three churches that have been consolidated into the Mary Queen of Peace Parish.

#### **IV. BEST INTEREST OF CREDITORS OF THE ESTATE**

The sale is of surplus assets of the Our Lady of Guadalupe Parish, which is being consolidated into the Mary Queen of Peace Parish. The property is owned under Canon law by the Mary Queen of Peace Parish, but under civil law, the real property is titled in the name of the Diocese of Great Falls. The sale of this property allows the church to continue its ministry by assisting the Parish in completing its part of the transaction, which is part of the overall consolidation of three sites into a single site. Debtor-in-possession believes the property and any proceeds thereof are held in trust by Debtor for the Mary Queen of Peace Parish. The proceeds will be segregated, held in debtor-in-possession account bearing interest, and not used until further order of the Court.

The Official Committee of Creditors has reviewed this Motion and has no objection to the sale; provided that the order approving the sale expressly provide: (a) that the net proceeds of the sale are deposited in a segregated interest bearing debtor-in-possession account; (b) that the order approving the Motion states that the approval is not determinative of the interests of Mary

Queen of Peace Parish; and (c) that all of the estate's rights and remedies, including actions under Bankruptcy Code §§ 544-550, applicable to the property sold pursuant to the Motion are applicable to the net proceeds of sale.

#### **V. SUMMARY OF THE SALE**

a) A legal description of property to be sold, all located in Yellowstone County, Montana:

Lots 7A and 12A, of Amended Plat of Lots 7 through 12, Block 211, Original Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #3742063.

b) The sale is a private sale to Larry P. Noonan, of what is known as Our Lady of Guadalupe Church, located in Billings, Yellowstone County, Montana.

c) Time and Place of Sale: Debtor-in-Possession intends to close no later than ten (10) days after Bankruptcy Court approval. Closing shall take place at American Title and Escrow, 1001 S. 24<sup>th</sup> St. West, Suite 200, Billings, Montana.

d) Terms of Sale: Purchase price is \$335,000.00. Purchase price shall be full paid at closing.

e) Treatment of Existing Liens: No liens exist with the exception of unpaid real property taxes up to date of closing, which will be paid at closing, and normal encumbrances of record. A preliminary title commitment is attached as Exhibit B.

f) Value of Property to be Sold: Debtor-in-Possession estimates the value of the property to be sold at \$335,000.00. See the Summary of Appraisal at Exhibit C.

g) Realtor's Commission: NAI Business Properties and Matt Robertson have been employed as realtor (Docket No. 98). Per listing agreement, NAI Business Properties is entitled to a commission of 5% of the sales price, or \$16,750.00. NAI Business Properties shall make further application to be paid out of proceeds of sale.

- h) Administrative Costs: ALL ESTIMATES: Title insurance and other closing costs are estimated at \$5,000.00 and shall be paid at closing and out of proceeds of sale.
- i) Authority for Conducting the Sale: The authorities as stated above include 11 U.S.C. § 363, F.R.B.P. 6004 and Montana Local Bankruptcy Rule 6004-1.
- j) A proposed Order is attached as Exhibit D.

WHEREFORE, the Diocese moves the Court enter an Order pursuant to 11 U.S.C. § 363 (b) as follows:

- 1) Approving the sale of Our Lady of Guadalupe property to Larry P. Noonan, under the terms and conditions of the Agreement to Sell and Purchase, attached hereto as Exhibit A.

RESPECTFULLY SUBMITTED this 22 day of May, 2017.

ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.

/s/ Bruce A. Anderson

Bruce A. Anderson  
Attorney for Debtor-in-Possession

**NOTICE OF OPPORTUNITY TO RESPOND AND REQUEST A HEARING**

**If you object to the relief in this motion or wish the Court reconsider its Order, you must file a written responsive pleading and request a hearing within fourteen (14) days of the date of the motion. The responding party shall schedule a hearing on the motion at least twenty-one (21) days after the date of the response and request for hearing and shall include in the caption of the responsive pleading in bold and conspicuous print the date, time and location of the hearing by inserting in the caption the following:**

**NOTICE OF HEARING**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**If no objections are timely filed, the Court may grant the relief requested as a failure to respond by any entity shall be deemed an admission that the relief requested should be granted.**

DATED this 22nd day of May, 2017.

ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.

/s/ Bruce A. Anderson \_\_\_\_\_

Bruce A. Anderson

Attorney for Debtor-In-Possession

CERTIFICATE OF SERVICE

I, Bruce A. Anderson, declare as follows:

I am employed by Elsaesser Jarzabek Anderson Elliott & Macdonald, Chtd., Coeur d'Alene, Idaho; I am over the age of eighteen years and not a party to this action; the firm's business address is 320 East Neider Avenue, Suite 102, Coeur d'Alene, Idaho 83815.

I certify that on May 22, 2017, I served the foregoing MOTION FOR AUTHORIZATION TO SELL REAL PROPERTY (OUR LADY OF GUADALUPE CHURCH), AND NOTICE on all ECF participants as indicated on the Court's ECF system.

Additionally, by regular first class mail, I mailed a copy to the parties on the attached MML.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: May 22, 2017

/s/ Bruce A. Anderson \_\_\_\_\_

Bruce A. Anderson

Label Matrix for local noticing  
0977-2  
Case 17-60271-JDP  
U.S. Bankruptcy Court, District of Montana  
Butte  
Mon May 22 15:13:10 MDT 2017

PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd.  
#1300  
Los Angeles, CA 90067-4114

ROMAN CATHOLIC BISHOP OF GREAT FALLS, MO  
P.O. BOX 1399  
GREAT FALLS, MT 59403-1399

U.S. Bankruptcy Court, District of MT  
Room 263 Federal Building  
400 North Main  
Butte, MT 59701-8866

34 Abuse Claimants 'Doe Group'  
Bryan Smith and Vito de la Cruz  
Tamaki Law Offices  
1340 N. 16th Avenue, Suite C  
Yakima, WA 98902-7106

38 Abuse Claimants 'Becker Group'  
Timothy Kosnoff, Kosnoff Law  
Metro Office Park, Metro Park 7  
Street 1, Suite 204 Guyanabo  
San Juan, PR 00968

Blessed Kateri Tekakwitha  
PO Box 509  
Lodge Grass, MT 59050-0509

Blessed Sacrament Parish  
630 Cheyenne Ave  
Lame Deer, MT 59043

Bruce A. Anderson  
Elsaesser Jarzabek Anderson Elliott & Ma  
320 East Neider Avenue  
Suite 102  
Coeur D Alene, ID 83815-6007

CENTURYLINK COMMUNICATIONS LLC  
931 14TH ST STE 900  
DENVER CO 80202-2994

Catholic Foundation of Eastern MT  
P.O. Box 1345  
Great Falls, MT 59403-1345

Christ the King  
13268 S 5TH St  
Busby, MT 59016

Corpus Christi Parish  
410 22nd Ave NE  
Great Falls, MT 59404-1513

Daniel Fasy  
Fasy Law  
1752 NW Market St, #1502  
Seattle, WA 98107-5264

First Lease, Inc.  
1 Walnut Grove Dr  
Suite 300  
Horsham, PA 19044-2201

General Unsecured Creditors  
All in Care-Diocese of Great Falls  
121 23rd St S  
Great Falls, MT 59401-3997

(c)HOLY FAMILY  
112 1ST AVE  
GLEN TANA MT 59240-9709

Holy Family  
530 Main St  
Winifred, MT 59489

Holy Spirit Church  
201 44th St S  
Great Falls, MT 59405-3498

Holy Trinity Church  
692 Stockett Rd  
Centerville, MT 59480

Immaculate Conception Parish  
1223 16th St  
Fort Benton, MT 59442

Immaculate Conception Parish  
509 N 12th Ave  
Forsyth, MT 59327

Immaculate Conception Parish  
PO Box 789  
Wolf Point, MT 59201-0789

Internal Revenue Service  
Centralized Insolvency Op.  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Joseph Blumel III  
Law Offices of Joseph Blumel III  
4407 N Division Street, Ste 900  
Spokane, WA 99207-1660

Lee James and Craig Vernon  
James, Vernon and Weeks  
1626 Lincoln Way  
Coeur D Alene, ID 83814-2459

Marlin Leasing Corporation  
300 Fellowship Rd  
Mount Laurel, NJ 08054-1727

Mary Queen of Peace  
3411 S 34th St  
Billings, MT 59101

Milt Datsopoulos and Molly Howard  
Datsopoulos, MacDonald & Lind  
201 W Main ST STE 201  
Missoula MT 59802-4326

Montana Dept. of Revenue  
PO Box 7701  
Helena, MT 59604-7701

OFFICE OF THE U.S. TRUSTEE  
U.S. TRUSTEE'S OFFICE  
LIBERTY CENTER SUITE 204  
301 CENTRAL AVE  
GREAT FALLS, MT 59401-3113

Our Lady of Mercy Mission  
121 6th Ave W  
Melstone, MT 59054

Our Lady of Loretto Parish  
11723 E Helen St  
Lodge Grass, MT 59050

Our Lady of Lourdes  
409 13th St S  
Great Falls, MT 59405-2398

Our Lady of Lourdes Parish  
105 F St W  
Poplar, MT 59255

Our Lady of Ransom  
201 2nd St  
Hingham, MT 59528

QWEST CORPORATION DBA CENTURYLINK  
931 14ST ST STE 900  
DENVER CO 80202-2994

Queen of the Angels  
PO Box 471  
Glasgow, MT 59230-0471

SS Cyril and Methodius  
C/O ST BERNARD  
226 WICKS LANE  
BILLINGS MT 59105-3725

Sacred Heart  
P.O. Box 236  
Fort Belknap, MT 59526-0236

Sacred Heart Mission  
100 2nd Ave E  
Hobson, MT 59452

Sacred Heart Mission  
201 44th St S  
Great Falls, MT 59405-1653

Sacred Heart Mission  
225 2nd Ave E  
Dodson, MT 59524

Sacred Heart Mission  
314 Clinton St  
Bainville, MT 59212

Sacred Heart Mission  
630 Main Ave  
Inverness, MT 59530

Sacred Heart Parish  
120 N Montana Ave  
Miles City, MT 59301-3510

Sacred Heart Parish  
209 S 4th St  
Bridger, MT 59014-7747

Sacred Heart Parish  
302 S McDonald Ave  
Terry, MT 59349

Sacred Heart Parish  
316 W Benham St  
Glendive, MT 59330-1705

Schiff Harden  
Everett Cygal  
233 South Wacker, Ste. 6600  
Chicago, IL 60606-6360

St Aloysius Parish  
112 W Main St  
Winnett, MT 59087

St David Parish  
225 N Wilber St  
Broadus, MT 59317

St Francis De Sales Mission  
301 S Main St  
Richey, MT 59259

St Francis Of Assisi Parish  
500 Wilson Ave  
Saco, MT 59261

St John The Evangelist Parish  
210 W Center Ave  
Baker, MT 59313-9137

St Margaret Parish  
623 Brewster St  
Geraldine, MT 59446

St Mary Parish  
101 S 7th St W  
Malta, MT 59538

St Mathias Parish  
310 2nd St NE  
Moore, MT 59464

St Philip Bonitus Parish  
404 Timmons St  
Scobey, MT 59263

St. Agnes Parish  
1 N Word Ave  
Red Lodge, MT 59068-9009



St. Albert  
304 Minnesota  
Hinsdale, MT 59241

St. Ann Cathedral  
715 3rd Ave N  
Great Falls, MT 59401-1501

St. Ann Mission  
102 Shell St  
Vida, MT 59274

St. Ann Mission  
13327 Mt Highway 200  
Fort Shaw, MT 59443-9409

St. Anthony Catholic Church  
235 Main St E  
Box Elder, MT 59521

St. Anthony Mission  
1100 Main St  
Denton, MT 59430

St. Anthony Parish  
317 West 7th St  
Laurel, MT 59044-2054

St. Anthony Parish  
413 3rd Ave W  
Culbertson, MT 59218

St. Benedict Parish  
503 Main St  
Roundup, MT 59072-2497

St. Bernard Mission  
c/o St. Matthew  
219 7th St SE  
Sidney, MT 59270-5034

St. Bernard's Parish  
226 Wicks Lane  
Billings, MT 59105-3799

St. Catherine Mission  
317 7th St W  
Fairview, MT 59221

St. Charles Borromeo Mission  
21228 S Pryor Gap Road  
Pryor, MT 59066

St. Cyril Parish  
100 Hill Ave  
Geyser, MT 59447

St. Dennis Parish  
76 Highway 1  
Crow Agency, MT 59022

St. Francis Xavier Parish  
1100 C Ave  
Circle, MT 59215

St. Gabriel Parish  
404 8th St W  
Chinook, MT 59523

St. Honorata Mission  
22 3rd Ave  
Musselshell, MT 59059

St. Joan of Arc Parish  
100 Church Ave  
Ekalaka, MT 59324

St. John Church  
404 W Central St  
Joliet, MT 59041

St. John the Baptist  
412 Leavitt Ave  
Jordan, MT 59337

St. Joseph  
206 Orchard Ave  
Hysham, MT 59038

St. Joseph  
P.O. Box 789  
Wolf Point, MT 59201-0789

St. Joseph Mission  
202 N Montana St  
Fromberg, MT 59029

St. Joseph Parish  
301 N Main St  
Plentywood, MT 59254-1649

St. Joseph Parish  
716 N Custer Ave  
Hardin, MT 59034

St. Joseph Parish  
910 McLeod St  
Big Timber, MT 59011-8097

St. Jude Thaddeus Parish  
624 4th St  
Havre, MT 59501

St. Labre Parish  
Tongue River Road  
Ashland, MT 59003

St. Leo the Great Parish  
102 W Broadway St  
Lewistown, MT 59457-1735

St. Margaret Mary Parish  
320 Water Ave  
Colstrip, MT 59323-9685

St. Margaret Mary Parish  
400 Johannes  
Big Sandy, MT 59520

St. Margaret Parish  
206 1st Ave N  
Clyde Park, MT 59018

St. Mark Parish  
128 Castner St  
Belt, MT 59412

St. Mary  
212 4th Ave  
Custer, MT 59024

St. Mary Catholic Church  
11 W Quincy Ave  
Chester, MT 59522

St. Mary Mission  
100 Main St  
Raynesford, MT 59469

St. Mary Parish  
511 S F St  
Livingston, MT 59047-3539

St. Mary Parish  
P.O. Box 956  
Columbus, MT 59019-0956

St. Mathias  
305 Kemp St  
Ryegate, MT 59074

St. Matthew Parish  
219 7th St SE  
Sidney, MT 59270-5034

St. Michael  
307 S Woodard St  
Absarokee, MT 59001

St. Michael Mission  
120 2nd Ave  
Savage, MT 59262

St. Patrick  
401 Main St  
Medicine Lake, MT 59247

St. Patrick Co Cathedral  
215 N 31st  
Billings, MT 59101-1908

St. Paul Indian Mission  
#1 Mission Dr  
Hays, MT 59527

St. Peter  
312 W 1st Ave S  
Wibaux, MT 59353

St. Philip  
P.O. Box 217  
Wibaux, MT 59353-0217

St. Pius X Catholic Church  
717 18th St W  
Billings, MT 59102-4099

St. Raphael Parish  
412 3rd Ave N  
Glasgow, MT 59230-1825

St. Rose of Lima Church  
101 4th St W  
Stanford, MT 59479

St. Theresa Mission  
212 N Main St  
Lambert, MT 59243

St. Theresa of the Little Flower  
16638 Iowa  
Broadview, MT 59015

St. Thomas Aquinas  
10610 Wing Rd  
Hogeland, MT 59529

St. Thomas Mission  
201 W Conser Ave  
Plevna, MT 59344

St. Thomas Mission  
PO Box 187  
Popular, MT 59255-0187

St. Thomas The Apostle  
2055 Woody Dr  
Billings, MT 59102-2803

St. Thomas the Apostle  
210 1st Ave SE  
Harlem, MT 59526-9024

St. William Mission  
P.O. Box 646  
Livingston, MT 59047-0646

US SECURITIES AND EXCHANGE COMMISSION  
LOS ANGELES REGIONAL OFFICE  
ATTN SANDRA LAVIGNA  
444 S FLOWER ST STE 900  
LOS ANGELES CA 90071-2934

AARON YORK  
OFFICE OF THE US TRUSTEE  
ATTN: LESLIE  
301 CENTRAL AVENUE STE 204  
GREAT FALLS, MT 59401-3113

BONNIE SHUSTER  
US DEPT OF JUSTICE  
OFFICE OF THE US TRUSTEE  
720 EAST PARK BLVD, SUITE 220  
BOISE, ID 83712-7785

BRUCE A ANDERSON  
ELSAESSER JARZABEK ANDERSON ELLIOT & MAC  
320 E NEIDER AVE STE 102  
COEUR D'ALENE, ID 83815-6007

BRUCE ALAN ANDERSON  
ELSAESSER, JARZABEK, et al.  
320 East Neider Avenue  
Suite 102  
COEUR D'ALENE, ID 83815-6007

FORD ELSAESSER  
PO BOX 2220  
SANDPOINT, ID 83864-0909

FORD ELSAESSER  
ELSAESSER, JARZABEK, et al.  
PO BOX 1049  
SANDPOINT, ID 83864-0855

GREGORY J HATLEY  
DAVIS HATLEY HAFFEMAN & TIGHE PC  
101 RIVER DRIVE NORTH  
GREAT FALLS, MT 59401-2599

Gary Dyer W.  
U.S. Department of Justice  
Office of the United States Trustee  
920 W. Riverside Ave,  
Suite 593  
Spokane, WA 99201-1012

MAXON R. DAVIS  
DAVIS, HATLEY, HAFFEMAN & TIGHE, P.C.  
101 RIVER DRIVE NORTH  
GREAT FALLS, MT 59401-2599

Vito Ray de la Cruz  
Tamaki Law  
1340 N. 16th Ave.  
Ste. C  
YAKIMA, WA 98902-7106

Addresses marked (c) above for the following entity/entities were corrected  
as required by the USPS Locatable Address Conversion System (LACS).

Holy Family  
102 1st Ave N  
Glentana, MT 59240

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Abuse Survivors  
Datsopoulos, MacDonald & Lind, PC  
201 West Main Street, Suite 201  
Missoula

(u)Catholic Mutual Relief Society

(u)HEAD START, INC.

(u)OFFICIAL COMMITTEE OF UNSECURED CREDITORS

(u)PACHULSKI STANG ZIEHL & JONES LLP

(u)SS. CYRIL & METHODIUS CHURCH

(d)Roman Catholic Bishop of Great Falls, Mont  
P.O. Box 1399  
Great Falls, MT 59403-1399

(u)MATT ROBERTSON  
NAI BUSINESS PROPERTIES

End of Label Matrix  
Mailable recipients 129  
Bypassed recipients 8  
Total 137

# **NAI**Business Properties

## **AMENDMENT TO AGREEMENT TO SELL AND PURCHASE,**

Dated 3/2/2017

By and between Larry P Noonan with right to assign

, as Buyer(s)

and Roman Catholic Bishop of Great Falls, as Seller(s).

The terms and provisions of the above referenced Agreement to Sell and Purchase are hereby accepted as to all terms and provisions, except as follows:

1. Section 4. Closing and Related Terms: The date of closing shall be June 7<sup>th</sup>, 2017

2. Section 6. Contingencies: Contingency Release Date shall be June 1<sup>st</sup>, 2017.

**BUYER**

By: *Steve L. Wignat*

By: *Assignee*

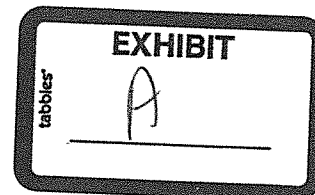
Date: *4-28-17*

**SELLER**

By: *Michael W. Waibel*

By: *Bishop*

Date: *5-5-2017*



# NAI BUSINESS PROPERTIES EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT COMMERCIAL AND INVESTMENT PROPERTIES

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES. IF NOT UNDERSTOOD, THE PARTIES SHOULD CONSULT LEGAL, TAX, OR OTHER COUNSEL BEFORE SIGNING. COMPENSATION CHARGED BY REAL ESTATE BROKERS IS NOT SET BY LAW. CHARGES ARE NEGOTIATED BETWEEN EACH REAL ESTATE BROKER AND SELLER.

Date: 5/2/2017

Described real estate (the "Property") situated in the City or Town Billings County Yellowstone of Montana, commonly known as: 523 South 29<sup>th</sup> Street, and more particularly described as: BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 211, Lot 7 - 12 + 12A

**1. Seller Authorization.**

- A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on the terms herein stated, or at such other price and terms which may be accepted by Seller.
- B. Seller further authorizes Broker, at Broker's expense, to:
  - (1) Accept earnest money deposits given as consideration for any purchase offers received and retain such deposits.
  - (2) Advertise the Property.
  - (3) Place a "For Sale" sign on the Property  Yes  No

**2. Price and Terms**

The listing price shall be \$369,000.00 Payable upon the following terms and Cash, New Loan conditions:

It is the intent of the Seller to do an exchange of the Property under section 1031 of the I.R.C.  Yes  No  
**Compensation**

- 3. A. Commission. In consideration of the services to be performed by Broker, Seller agrees to pay Broker a sales commission as follows:
  - (i) 5 % of the gross sales price, payable at closing, or;
  - (ii) \_\_\_\_\_
- B. When Earned. Such commission shall be earned upon the happening of any of the following:
  - (1) Any sale of the property within the "Listing Period:" by Seller, by Broker, or by any other person. "Sale of the Property" or "Sale" means the voluntary transfer or exchange of any interest in the property.
  - (2) Broker finding a Buyer who is ready, willing and able to complete the transaction as specified herein by Seller. The commission shall be due immediately upon Seller's refusal to accept the Buyer's full price or better offer.
  - (3) Any sale of the Property within 45 calendar days ("Protection Period") from the expiration of the Listing Period including any extensions thereof. If, during the term of the above Protection Period, a valid Exclusive Right to Sell Listing Agreement is entered into with another licensed real estate Broker, this provision does not apply.
  - (4) If the property is withdrawn from sale, transferred, conveyed, leased, or rendered unmarketable by a voluntary act of Seller, without the written consent of Broker, during the listing period or any extension of the Listing Period. In case of a lease, fee shall be determined as follows: 6% of Gross lease amount.

C. By this appointment, Seller agrees to conduct all negotiations for the sale of the Property only through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, prospective buyer, tenants, during the time this Listing Contract is in effect.

**4. Expiration:** This exclusive contract expires on 5/20/2018 however, additional time thereafter is allowed to close any transaction on which earnest money is then deposited.

**5. Price to Include.**

The listing price includes the following items if owned by Seller:

A. The following items of personal property included in the sale are:  Sign(s)  Dumpster  Security Deposit(s)

Other: \_\_\_\_\_

The above described items ("Inclusions") shall be conveyed by Seller to Buyer at closing by Bill of Sale, all in their present conditions, "as is, where is" without warranty of merchantability or fitness for a particular purpose

B. The following items of personal property are excluded from the sale. \_\_\_\_\_

**6. Title and Encumbrances**

Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker true copies of all relevant title materials, lease(s) and survey(s) in Seller's possession and shall disclose to Broker all easements, liens, assessment, S.I.D.'s taxes, and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller agrees to convey, by a Warranty Deed, all Sellers' interest in the Property. All monetary encumbrances, (such as mortgages, deeds of trust, liens, financing statements,) shall be paid by Seller and released except as Seller and Buyer may otherwise agree.

If the Property has been or will be assessed for local improvements levied on the property or noticed by City or County, or installed at the time of signing a Sales Contract, Seller  will  will not be responsible for payment of same unless otherwise agreed.

Seller agrees to furnish Buyers, at Seller's expense, a policy for title insurance to the Property in the amount of the sale price.

**7. Proration.**

General taxes for the year of closing based on the taxes for the calendar year immediately preceding closing, rents, and interest on continuing loan(s), if any, and \_\_\_\_\_ shall be prorated to date of closing.

**8. Material Defects – Broker Disclosures - Inspection.**

Seller agrees that any defects of a material nature (such as structural defects; soil conditions; violations of zoning or building laws; nonconforming uses; and condemnation proceedings, etc.) known by Broker, must be disclosed by Broker to Buyers.

**9. Defaults and Remedies.**

In case either party engages an attorney's services in regard to this contract, or in case of suit or action on this contract, the prevailing party shall recover collection costs, court costs, and reasonable attorney's fees.

**10. Parties Agreements and Covenants.**

A. Forfeiture of payments. In the event of a forfeiture of earnest money or payments made by a Buyer, and in addition to any other remedy in this agreement, the sums received shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.

B. Modifications of this Listing Contract. No subsequent modification of any of the terms of this Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

C. Entire Agreement. This Listing Contract constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Listing Contract.

**11. Mediation.**

~~If a dispute arises between the parties relating to this contract, the parties agree to submit the dispute to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediator. If mediation proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so choose.~~

**12. Broker's Services.**

1. Broker shall seek assistance, provide information, and offer compensation to other Brokers.
2. Seller hereby acknowledges that Listing Broker (and his agents,) are acting as the Seller's agents in this transaction, but that the Listing Broker (and his agents,) may also act as a Dual Agent when disclosed in writing.
3. Seller understands and agrees that NAI Business Properties is an active commercial real estate company and therefore may have properties, buyers, sellers, tenants, landlords and agents that compete with the undersigned.

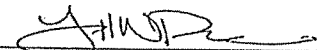
See "Initial Agency Disclosure" included as an addendum to this Agreement.

**13. Additional Provisions. Listing agreement includes the Agreement to Sell and Purchase between Roman Catholic Bishop of Great Falls and Larry P. Noonan dated 3/15/2017.**

Listing subject to U.S. Bankruptcy Court Approval.

Matt W. Robertson

Roman Catholic Bishop of Great Falls



5-2-2017

Listing Broker/Agent

(Date)



5-5-2017

Seller

(Date)

With the following changes this agreement is extended to:

Listing Broker/Agent

(Date)

Seller

(Date)

## INITIAL AGENCY DISCLOSURE

This Initial Agency Disclosure (Disclosure) is given in conformance with Montana Code Annotated §37-51-314 and provides as follows:

**1. DESCRIPTION OF DUTIES OWED, AS SET FORTH IN MONTANA CODE ANNOTATED §37-51-313.**

*a. Seller/Owner Agent's Duties to the Seller/Owner.* A Seller/Owner agent is obligated to the Seller/Owner to act solely in the best interests of the Seller/Owner; obey promptly and efficiently all lawful instructions of the Seller/Owner; disclose all relevant and material information that concerns the real estate transaction and that is known to the Seller/Owner agent and not known or discoverable by the Seller/Owner, unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the Seller/Owner agent; safeguard the Seller/Owner's confidences; exercise reasonable care, skill, and diligence in pursuing the Seller/Owner's objectives and in complying with the terms established in the listing agreement; fully account to the Seller/Owner for any funds or property of the Seller/Owner that comes into the Seller/Owner agent's possession; and comply with all applicable federal and state laws, rules, and regulations.

*b. Seller/Owner Agent's Duties to the Buyer/Tenant.* A Seller/Owner agent is obligated to the Buyer/Tenant to disclose to a Buyer/Tenant or the Buyer/Tenant agent any adverse material facts that concern the property and that are known to the Seller/Owner agent, except that the Seller/Owner agent is not required to inspect the property or verify any statements made by the Seller/Owner; disclose to a Buyer/Tenant or the Buyer/Tenant agent when the Seller/Owner agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property; act in good faith with a Buyer/Tenant and a Buyer/Tenant agent; and comply with all applicable federal and state laws, rules, and regulations.

*c. Buyer/Tenant Agent's Duties to the Buyer/Tenant.* A Buyer/Tenant agent is obligated to the Buyer/Tenant to act solely in the best interests of the Buyer/Tenant; obey promptly and efficiently all lawful instructions of the Buyer/Tenant; disclose all relevant and material information that concerns the real estate transaction and that is known to the Buyer/Tenant agent and not known or discoverable by the Buyer/Tenant, unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the Buyer/Tenant agent; safeguard the Buyer/Tenant's confidences; exercise reasonable care, skill, and diligence in pursuing the Buyer/Tenant's objectives and in complying with the terms established in the Buyer/Tenant broker agreement; fully account to the Buyer/Tenant for any funds or property of the Buyer/Tenant that comes into the Buyer/Tenant agent's possession; and comply with all applicable federal and state laws, rules, and regulations.

*d. Buyer/Tenant Agent's Duties to the Seller/Owner.* A Buyer/Tenant agent is obligated to the Seller/Owner to disclose any adverse material facts that are known to the Buyer/Tenant agent and that concern the ability of the Buyer/Tenant to perform on any purchase offer; disclose to the Seller/Owner or the Seller/Owner agent when the Buyer/Tenant agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property; act in good faith with a Seller/Owner and a Seller/Owner agent; and comply with all applicable federal and state laws, rules, and regulations.

*e. Dual Agent's Duties to the Seller/Owner and the Buyer/Tenant.* A dual agent is obligated to a Seller/Owner in the same manner as a Seller/Owner agent and is obligated to a Buyer/Tenant in the same manner as a Buyer/Tenant agent under this section, except a dual agent has a duty to disclose to a Buyer/Tenant or Seller/Owner any adverse material facts that are known to the dual agent, regardless of any confidentiality considerations; and a dual agent may not disclose the following information without the written consent of the person to whom the information is confidential (i) the fact that the Buyer/Tenant is willing to pay more than the offered purchase price; (ii) the fact that the Seller/Owner is willing to accept less than the purchase price that the Seller/Owner is asking for the property; (iii) factors motivating either

party to buy or sell; and (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

f. **Statutory Broker's Duties to the Seller/Owner and the Buyer/Tenant.** A statutory broker is not the agent of the Buyer/Tenant or Seller/Owner but nevertheless is obligated to them to disclose to a Buyer/Tenant or a Buyer/Tenant agent any adverse material facts that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the Seller/Owner; a Seller/Owner or a Seller/Owner agent any adverse material facts that are known to the statutory broker and that concern the ability of the Buyer/Tenant to perform on any purchase offer; exercise reasonable care, skill, and diligence in putting together a real estate transaction; and comply with all applicable federal and state laws, rules, and regulations.

2. **DUAL AGENCY CONSENT.** IF A SELLER/OWNER AGENT IS ALSO REPRESENTING A BUYER/TENANT OR A BUYER/TENANT AGENT IS ALSO REPRESENTING A SELLER/OWNER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER/OWNER AND THE BUYER/TENANT. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER/OWNER OR BUYER/TENANT AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER/OWNER AND THE BUYER/TENANT. BY INITIALING IN THE BLANKS PROVIDED BELOW SELLER/OWNER AND/OR BUYER/TENANT CONSENT THE UNDERSIGNED BROKER AND/OR SALESPERSON ACTING AS A DUAL AGENT.

MWW Seller/Owners' Initials Indicating Consent to Dual Agency

\_\_\_\_\_ Buyer/Tenants' Initials Indicating Consent to Dual Agency

3. **DEFINITION OF ADVERSE MATERIAL FACT.** Montana Code Annotated §37-51-102(2) defines "Adverse material fact" as a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that: (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of the property; or (ii) materially affects the Buyer/Tenant's ability or intent to perform the Buyer/Tenant's obligations under a proposed or existing contract. The term does not include the fact that an occupant of the property has or has had a communicable disease or that the property was the site of a suicide or felony.

4. **IDENTIFICATION OF RELATIONSHIP DISCLOSED.** The undersigned Broker and/or Salesperson hereby disclose that their relationship with the undersigned Seller/Owner and/or Buyer/Tenant is that of a Seller/Owner Agent/Buyer/Tenant Agent/Dual Agent/Statutory Broker (strike those not applicable).

5. **DATE.** This Initial Agency Disclosure is dated the 5<sup>th</sup> day of May, 2017

SELLER/OWNER BUYER/TENANT

Michael W. Wolf  
Seller/Owner or Buyer/Tenant

Michael W. Wolf  
Seller/Owner or Buyer/Tenant

BROKER/SALESPERSON  
NAI Business Properties

By [Signature]  
Broker  
Salesperson 5/2/2017