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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 (VILLA APARTMENTS), 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 "Villa Apartments."

I. SUMMARY OF RELIEF REQUESTED

The Diocese is proposing to sell Villa Apartment building real property to Jewell Properties, LLC, for the sum of One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00). Jewell Properties, LLC entered into a Buy Sell Agreement, 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. Closing is to take place within 15 days after the release of all contingencies and after Court approval.

The purchaser is an independent party by the name of Jewell Properties, LLC., which is an entity unrelated to the Debtor.

The net proceeds from the sale of the Villa Apartments will be deposited into the debtor-in-possession operating account, as this asset is owned by the Diocese, and will not be used without 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 "Villa Apartments" are in the best interest of the Creditors of the Diocese.

III. FACTUAL BACKGROUND

The Diocese proposes to sell the Villa Apartments real property. The Diocese will receive the entire purchase price net proceeds, which will be deposited into the debtor-in-possession operating account. The Villa Apartments are an asset of the Diocese, and not of a parish.

The Villa Apartments are a 58 unit apartment property. There are two large parcels with 11 two-story apartment buildings, which were built in 1953. The apartments are now vacant. The total land area is 99,277 square feet, and the total gross building area is 49,920 square feet.

The Diocese has been challenged by the sheer management and costs associated with the ongoing holding and maintenance of the Villa Apartments. As an example, the Diocese has found itself short staffed on the grounds crew as to maintaining the exterior facilities of the Villa Apartments. Previously, the University of Great Falls had used this property for student housing for the last 30 to 40 years. The University of Great Falls constructed replacement student housing on the campus last year, and ceased utilizing this property as student housing last fall. The property was then turned back to the Diocese. The Diocese has never had the sufficient staffing needed to fully and properly maintain the Villa Apartments property. In addition to maintenance, there are substantial costs outlaid for a security company to patrol the area to reduce the chances of break-ins, and power needed to be restored to the facility though the winter months.

IV. SALES EFFORTS

The initial asking price of the property, which was $1,800,000.00, was determined from an appraisal done by McKay Rowen Associates on January 16, 2017. Summary Appraisal Pages are attached as Exhibit B.

The property was advertised, with an open offer period of 60 days beginning on May 22, 2017. Matt Robertson did a nationwide "blast" to make sure that the property was visible to as much of an audience as possible. The first offer received was in the amount of $1,850,000. That purchaser did not know the procedure for soliciting offers was an open bidding procedure, and conditioned its bid on bidding closing on or before June 30, 2017, or it would withdraw its offer. Five qualified offers were received in the amounts of $1,777,779, $1,850,000, $1,425,000, $1,007,000 and $1,860,000, with the offer presented of $1,860,000 being the accepted offer. In mid June of 2017 Matt Robertson contacted all of the prospective purchasers and asked if they would like to increase their offer; more particularly the offers for $1,777,779, and $1,850,000,

and both declined to make higher offers. It was then determined that the offer of $1,860,000 was to be accepted, subject to Bankruptcy Court approval. This offer was submitted and was approved by the Court, but the buyer later terminated the agreement due to various problems with the property and after inspection. The offer now proposed is the next superior offer. A full detail of the marketing efforts and offer summary is set forth in the Marketing Report submitted by the realtor, Matt Robertson, a copy of which is attached as Exhibit C.

V. BEST INTEREST OF CREDITORS OF THE ESTATE

Based on the marketing efforts of NAI Business Property as set forth in the marketing report, it is believed that the proposed purchase price of $1,850,000 is the highest and best offer that can be received. Accordingly, the sale of the property for this amount is in the best interest of the estate. Furthermore, since the carrying cost of this property are so high and demands much labor, which the Diocese has not budgeted for this property, it is believed that the sale and transfer of this asset at the earliest available time is also in the best interest of the creditors of this estate.

The net sales proceeds will be held in the debtor-in-possession's general operating account, and not be used without further order of the Court.

VI. SUMMARY OF THE SALE

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

See Exhibit A of the Title Commitment Report at Exhibit D

b) The sale is a private sale to Jewell Properties, LLC, of what is known as the Villa Apartments, 1801 10th Avenue South, Great Falls, Cascade County, Montana.

c) Time and Place of Sale: Debtor-in-Possession intends to close no later than fifteen (15) days after Bankruptcy Court approval. Closing shall take place at Chicago Title, 101 River Dr N, Great Falls, Montana, or at another mutually agreeable title company.

d) Terms of Sale: Purchase price is $1,850,000.00. 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 D.

f) Value of Property to be Sold: Debtor-in-Possession estimates the value of the property to be sold at $1,800,000.00. See the Summary Pages of Appraisal at Exhibit B.

g) Realtor's Commission: NAI Business Properties and Matt Robertson have been employed as realtor (Docket No. 112). Per listing agreement, NAI Business Properties is entitled to a commission of 6% of the sales price, or $111,000.00. NAI Business Properties shall make further application for compensation to be paid out of proceeds of sale.

h) Administrative Costs: ALL ESTIMATES: Title insurance and other closing costs are estimated at $10,000.00 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 E.

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

1) Approving the sale of the Villa Apartments property to Jewell Properties, LLC, under the terms and conditions of the Buy Sell Agreement, attached hereto as Exhibit A.

RESPECTFULLY SUBMITTED this 12 day of December, 2017.

ELSAESSER ANDERSON, 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 12 day of December, 2017.

ELSAESSER ANDERSON, CHTD.

/s/ Bruce A. Anderson
Bruce A. Anderson
Attorneys for Debtor-In-Possession

CERTIFICATE OF SERVICE

I, Bruce A. Anderson, declare as follows:

I am employed by Elsaesser Anderson, 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 December 12, 2017, I served the foregoing MOTION FOR AUTHORIZATION TO SELL REAL PROPERTY (VILLA APARTMENTS), 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, and to confidential claimant C.E.

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

Dated: December 12, 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
Tue Dec 12 14:38:08 MST 2017

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301 S Main St
Richey, MT 59259

St Francis Of Assisi Parish
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St John The Evangelist Parish
210 W Center Ave
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Vida, MT 59274

St. Ann Mission
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c/o St. Matthew, Rev. O'Neil
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St. Charles Borromeo Mission
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Big Sandy, MT 59520

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Belt, MT 59412

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Medicine Lake, MT 59247

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Great Falls, MT 59405-5173

W. Carl Mendenhall
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AARON YORK
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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 ANDERSON, Chtd.
320 East Neider Avenue
Suite 102
COEUR D'ALENE, ID 83815-6007

Drew Blewett
Hoyt & Blewett PLLC
PO Box 2807
Great Falls, MT 59403-2807

BUY - SELL AGREEMENT Commercial
(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: December 6, 2017

Jewell Properties, LLC, as
☐ Joint Tenants with rights of survivorship, ☐ Tenants in common, ☐ Single in his/her own right,
☐ Other _____ (hereinafter called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property (hereinafter referred to as "Property") commonly known as 1801 10th Av South & 1800 9th Av So in the City of Great Falls, County of Cascade, Montana, legally described as: Sec 7, Twnshp 20 N, Rge 04E mark #X1 & X2, parcel # 0001911200

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and equipment that are attached property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and attached to the Property are electrical, plumbing and heating fixtures, unless otherwise excluded below: none

PERSONAL PROPERTY: The following items of personal property and other assets are set forth hereafter or per attached addendum, free of liens and without warranty of condition, are included and shall be transferred by bill of sale: 58 oven/ranges, 58 refigerators

PURCHASE PRICE AND TERMS:

$ 1,850,000.00 Purchase Price: One Million, Eight Hundred Fifty Thousand (U.S. Dollars)
$ 5,000.00 Earnest Money (credited to Buyer at closing)
$ 1,845,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows (check one):
☐ All cash at closing (no financing contingency); OR
☐ Additional cash down payment at closing in the minimum amount of:
☐ $_____ **OR** ☐ _____ % of the Purchase Price.
Balance to be financed as indicated below:
qualified at Dutton State Bank with Tamerial Christopher

CLOSING DATE: The date of closing shall be (date) March 2, 2018 (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 7 days to accommodate delays attributable solely to such third party financing.

EXHIBIT
tabbies
A.

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
☒ on the date of recording the deed or Notice of Purchaser's Interest, OR
☐ _____
Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, if applicable.

PAYMENT/RECEIPT OF EARNEST MONEY: Buyer agrees to provide Earnest Money in the amount of Five Thousand U.S. Dollars ($ 5,000.00) as evidenced by ☐ Cash; OR ☒ Check, the receipt of which is acknowledged by the undersigned Broker/Salesperson; ☐ OR, _____.

(406)868-1929

(Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)

To be signed only if in actual receipt of cash or check

If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall be entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be forfeited.

DEPOSIT OF EARNEST MONEY: All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited or delivered by the Broker/Salesperson listed above within (3) business days of the date all parties have signed the Agreement or _____ and such funds will be held in a trust account by Dahlquist, REALTORS _____.

The parties agree that interest accruing on earnest money, if any, while deposited shall be payable to the holder of the earnest money unless otherwise agreed herein. If interest is payable to the holder of the earnest money it is agreed that sums so paid are consideration for services rendered.

The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any portion of the earnest money required to complete the closing of the transaction.

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.

DETECTION DEVICES: The Property is equipped with the following detection devices:
☐ Smoke detector(s)
☐ Carbon monoxide detector(s)
☐ Other fire detection device(s): _____

PROPERTY INSPECTIONS: The buyer is aware that any Brokerage Firm(s) and Salespersons involved in this transaction have not conducted an expert inspection or analysis of the property or its condition and make no representations to the Buyer as to its condition, do not assure that the property and/or buildings will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the property and/or improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants, attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

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

INSPECTION CONTINGENCY: ☒ The Buyer's offer to purchase is contingent upon Buyer's acceptance of the property conditions identified through any inspections or advice requested below. Buyer agrees to acquire, at their own cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the property, without the prior written consent of Seller. 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.

Inspections or advice requested by the Buyer, or other concerns noted, are to be CHECKED as follows:

- ☒ Building Inspection
- ☒ Owner's Property Disclosure Statement
- ☒ Roof Inspection
- ☒ Structural/Foundation Inspection
- ☒ Electrical Inspection
- ☒ Plumbing Inspection
- ☒ Heating, ventilation, cooling system - Inspection
- ☒ Radon
- ☒ Asbestos
- ☐ Well Inspection for condition of Well and Quantity of Water
- ☒ Accounting Advice
- ☐ Survey or Corner Pins located
- ☐ Water Rights
- ☒ Zoning Determination
- ☐ Review and Approval of Protective Covenants
- ☐ Easements
- ☐ Flood Plain Determination
- ☐ Water Sample Test
- ☐ Septic or Cesspool Inspection
- ☐ Pest/Rodent Inspection
- ☐ Underground Storage Tanks
- ☐ Sanitary Approval/Septic permit
- ☒ Legal Advice
- ☐ Toxic Waste/Hazardous Material
- ☐ Access to Property
- ☐ Airport Affected Area
- ☐ Road Maintenance
- ☒ Other any & all inspections buyer deems necessary

Release date for the above checked item(s): January 31, 2018 .

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; **OR**

☒ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: January 31, 2018 .

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 3 days of Buyer or Buyer's Broker/Salesperson 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: _____ .

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. Release Date: 3 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

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

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the property. Release Date: January 31, 2018 .

This Agreement is contingent upon water/plumbing repairs completed by licensed plumber, signed off by city inspector & documentation from city provided, expense is that of seller. Release Date: January 31, 2018

This Agreement is contingent upon security patrolling property until closing, any vandalism, previously & until closing, to be repaired/replaced(int.walls included) by seller or their insurance. Release Date: closing

ADDITIONAL PROVISIONS: Work performed on the vandalized units shall be done in a workmanship like manner and finished to a level consistent to the condition as presented during property open house on 6-27-17.

THIS AGREEMENT IS CONTINGENT ON THE US BANKRUPTCY COURT APPROVAL. US BANKRUPTCY COURT APPROVAL MUST BE NO LATER THAN ~~JANUARY 5, 2018~~ January 31, 2018.

CONVEYANCE: The Seller shall convey the real property by General Warranty deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by Buyer. The Seller shall further convey any and all security deposits, rental agreements, property condition reports and other documentation in regard to any parts of the property occupied by tenants.

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 na .

Filing or transfer fee will be paid by ☐ Seller, ☐ Buyer, ☐ split equally between Buyer and Seller.
Documents for transfer will be prepared and filed by na .

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.

MINERAL RIGHTS: "Mineral rights" 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 AGENTS FEES: Closing agents fee 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, judgments 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 the Buyer or the 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: Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:

☒ paid off by Seller at closing;
☐ assumed by Buyer at closing; OR
☐ _____

All perpetual SIDs shall be assumed by Buyer.

ASSOCIATION SPECIAL ASSESSMENTS: Any special or non-recurring assessments of any non-governmental association, including those that have been approved but not yet billed or assessed, will be:

☒ paid off by Seller at closing;
☐ assumed by Buyer at closing; OR
☐ _____

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, and/or common area maintenance fees, if any, as of the date of closing unless otherwise agreed and: so agreed

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale remain on the Property.

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

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

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

BUYER'S REMEDIES:

(A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Buyer may:

(1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; OR

(2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR

(3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

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

(1) Declare the earnest money paid by Buyer be forfeited; OR

(2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR

(3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

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

FOREIGN PERSON OR ENTITY: Section 1445 of the Internal Revenue Code provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed $300,000 and the Buyer intends to use the property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

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

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

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

BINDING EFFECT AND NON-ASSIGNABILITY: The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, unless otherwise provided for in this agreement, Buyer's interest is not assignable without the Seller's express written consent.

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

COMMISSION: The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an integral part of this Agreement.

FACSIMILE: The parties agree that a facsimile copy of this Agreement which contains the parties' signatures may be used as the original.

COUNTERPARTS: A copy of this document may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full complete contract between the parties.

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
☐ Addendum for Additional Provisions
☐ Water Rights Acknowledgement
☐ Back-up Offer
☒ Mold Disclosure (for all inhabitable real property)
☐ _____
☐ _____
☐ _____

RELATIONSHIP CONFIRMATION: The parties to this agreement confirm that the real estate licensees identified hereafter have been involved in this transaction 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:

Matt Robertson & Ethan Kanning (name of licensee) of NAI Business Properties (name of Brokerage company) is acting as ☒ Seller's Broker/Salesperson; ☐ Dual Broker/Salesperson; ☐ Statutory Broker.

Anna Johns Bleskin (name of licensee) of Dahlquist, REALTORS (name of Brokerage company) is acting as ☒ Buyer's Broker/Salesperson; ☐ Dual Broker/Salesperson; ☐ Statutory Broker; ☐ Seller's Broker/Salesperson (includes Seller's Sub-Broker or Salesperson).

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that he/she has examined the real and personal property, that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgment, that prior verbal representations by the Seller or Seller's agent or representatives do not modify or affect this Agreement, and that by signing this Agreement Buyer acknowledges having 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 Salesperson until (date) December 8, 2017, 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.

The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

I/WE HEREBY ACKNOWLEDGE receipt of a copy of this Agreement bearing my/our signature(s).

Buyer's Address: _____ City _____,

State _____, Zip Code _____

Buyer's Name Printed: Jewell Properties, LLC

Dated this December 6, 2017, at 7:00 ☐ am ☒ pm (Mountain Time).

Buyer for Jewell Properties LLC
(Buyer's Signature)

_____
(Buyer's Signature)

OFFER PRESENTATION: This offer was presented to the Seller(s) on

Date: _____ Time _____ ☐ am ☐ pm By: _____
(Signature of person presenting the offer)

SELLER'S COMMITMENT: I/We agree to sell and convey to Buyer the above-described Property on the terms and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

Seller's Address: _____ City _____,

State _____, Zip Code _____

Seller's Name Printed: Roman Catholic Bishop Gt Falls

Dated this December 7, 2017, at 5:00 ☐ am ☒ pm (Mountain Time).

+Michael W Warfel
(Seller's Signature)

_____
(Seller's Signature)

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.

☐ Rejected by Seller _____/_____/_____ ☐ Modified per Attached Counter _____/_____/_____
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 as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

MOLD DISCLOSURE

Property Address: 1801 10th Av South & 1800 9th Av So Great Falls,

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

Michael W Waugh	12/7/2017		12/11/17
Seller/Landlord Roman Catholic Bishop Gt Falls	Date	Seller's Agent/Property Manager Matt Robertson & Ethan Kanning	Date
			12/11/17
Seller/Landlord	Date	Seller's Agent/Property Manager	Date

ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

Jewell Properties, LLC	12/04/2017		12/04/2017
Buyer/Tenant Jewell Properties, LLC	Date	Buyer's Agent/Statutory Broker Anna Johns Bleskin	Date
Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

Multi-Family Disclosure/Fair Housing Accessibility

The property located at 1801 10th Av South & 1800 9th Av So, Great Falls, was completed and opened for occupancy after March 13th, 1991 and the Federal Fair Housing Act requires that all multi-family dwellings consisting of four or more units which were completed for occupancy after March 13th, 1991 comply with the Fair Housing Accessibility Guidelines. The guidelines contain exemptions for some structures which may or may not be applicable to this property. These guidelines have been prepared by the U.S. Department of Housing and Urban Development.

If you have any questions as to whether the property in question complies with these guidelines, you should consult with a qualified expert to assist you in making this determination. The property may also be subject to Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act.

Acknowledgment:

Buyer Jewell Properties, LLC — Date: December 4, 2017

Buyer — Date:

Buyer — Date:

Buyer's Broker/Salesperson Anna Johns Bleskin — Date: December 4, 2017

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Catholic Diocese to

MOLD DISCLOSURE

Property Address: 1801 10th Av South & 1800 9th Av So Great Falls,

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

Seller/Landlord Roman Catholic Bishop Gt Falls	Date 12/7/2017	Seller's Agent/Property Manager Matt Robertson & Ethan Kanning	Date 12/11/17
Seller/Landlord	Date	Seller's Agent/Property Manager	Date 12/11/17

ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

Buyer/Tenant Jewell Properties, LLC	Date 12/04/2017	Buyer's Agent/Statutory Broker Anna Johns Bleskin	Date 12/04/2017
Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date

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Lead-Based Paint Disclosure

Property Address:
1801 10th Av South & 1800 9th Av So, Great Falls,

Lead Warning Statement: Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosures: The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

(b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:

☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

Buyer's Acknowledgment: Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

(c) _____ Buyer has received copies of all information listed in item (b), if any.

(d) _____ Buyer has received the pamphlet *"Protect Your Family From Lead In Your Home."*

If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

(e) _____ Buyer has (check one below):

☐ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker/Salesperson's Acknowledgment: The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

(f) _____ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

Seller Roman Catholic Bishop Gt Falls — Date 12/7/2017

Buyer Jewell Properties, LLC — Date 12/04/2017

Seller — Date

Buyer — Date

Seller Broker/Salesperson Matt Robertson & Ethan Kanning — Date 12/1/17 12/11/17

Buyer Broker/Salesperson (If no listing Broker/Salesperson) Anna Johns Blaskin — Date 12/04/2017

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