

Last will and testament
of

ENDORSED
FILED _____ DEBRA MUNSON
CLERK

By 08-13-2019
DP-19-017 DEPUTY

I [redacted] a resident of Shelby, Toole County Montana over the age of 18 years, being of sound and disposing mind and memory, and not acting under fraud, duress, menace or undue influence of any persons whomsoever whomsoever do hereby make, publish and declare this to be my last will and testament, hereby revoking all former wills by me heretofore made.

I direct my Personal Representative [redacted] named to pay all of my just debts, my funeral expenses, and the expenses of administering my estate, and all my taxes, both state and federal which become payable by reason of my death, out of my estate.

I hereby give devise and bequeath my estate as follows: the farm machinery, tools, boat, pickups, trucks and farm land located south of [redacted] Montana, my house at [redacted] to be sold and proceeds to go in equal shares to the Yellowstone Boys Ranch of Billings, Shodair Childrens Hospital of Helena, Mt., the Shriners Hospital of Spokane WA.

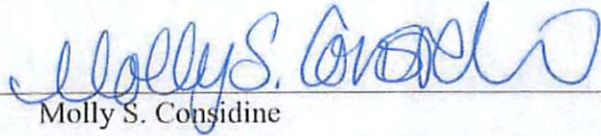
I bequeath the contents of my house at [redacted] including my 1996 mercury car to my sister [redacted]. I also bequeath my house at [redacted] Shelby Mt. to [redacted]. I also bequeath my stocks at First State Bank and any balance in savings to [redacted].

signed: [redacted]

DATED this 28th day of February, 2020.

PATTEN, PETERMAN, BEKKEDAHL & GREEN, PLLC

By

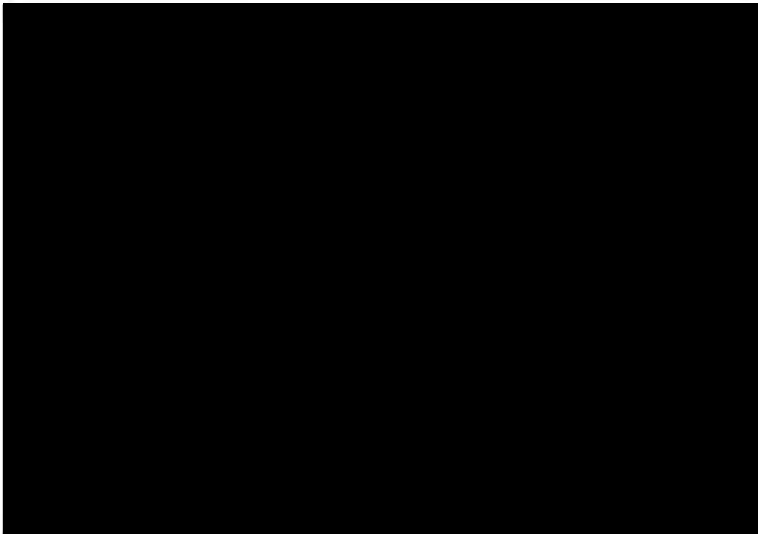


Molly S. Considine

Michael F. McGuinness

ATTORNEYS FOR PLAINTIFF

EXHIBIT A



Re: Offer to Purchase

[Redacted]

Dear Mr. [Redacted]:

This letter serves as an offer by [Redacted] to purchase all of the right, title and interest of [Redacted] ("Seller") in and to the oil and gas lease described as [Redacted] together with all associated contracts, agreements, surface rights, permits, licenses, and any and all other real and personal property associated therewith (the "Lease") for a total purchase price of [Redacted] Dollars [Redacted] per net mineral acres on [Redacted] net mineral acres for a total purchase price of [Redacted] of which [Redacted] will be paid to BLM as specified in paragraph 3 below and [Redacted] will be paid to Seller as specified in paragraph 7 below and further subject to the following terms and conditions:

1. The effective date of purchase shall be March 1, 2012, at 7:00 a. m. MDST (the "Effective Time").
2. Subject to approval of title and verification of the interests and reinstatement of the lease as described. Total Purchase Price will be adjusted as to the actual ownership of the Seller in the subject lease.
3. It is understood that Seller has failed to pay the 2010 and 2011 rentals and 2012 will be due and payable soon for the subject lease and that the BLM has put the lease in a default status and closed case file disposition. It is hereby agreed that [Redacted] shall pay to the Bureau of Land Management the sum of [Redacted] when the Seller delivers written notice or letter from the BLM stating the lease can be reinstated if this sum, the rentals, is paid to the BLM for the 2010, 2011 & 2012 rentals for the subject lease. Said funds shall be reimbursed to [Redacted] by the BLM should the BLM refuse to reinstate the lease at any time.
4. Concurrent with the payment of such rentals, Seller shall deliver to [Redacted] an Assignment of Record Title Interest representing 100% of the Seller's interest. Seller shall retain a proportionately reduced overriding royalty interest equal to the difference, if any, between existing burdens of record as of March 1, 2012 and 18.00% in the Lease. It is the intent between [Redacted] and Seller that Seller deliver an 82.00% net revenue interest in the Lease.

Offer to Purchase
February 22, 2012

5. Prior to payment of rentals by [REDACTED] shall be entitled to review the terms of the Lease and any and all contracts affecting the Lease and such Lease and contracts must be acceptable to [REDACTED]. Upon execution of this agreement, Seller will provide [REDACTED] with copies of any and all unrecorded agreements burdening the Lease.
6. It is agreed that Seller shall be responsible for the payment of any [REDACTED] County taxes currently due as of March 1st, 2012 and that title to the Lease shall be conveyed to [REDACTED] in the form of assignment, free and clear of all liens, mortgages, encumbrances or other adverse claims, and Seller shall warrant title to the Lease specially against the claims of all persons claiming by, through, or under Seller and not otherwise, except for future rentals, the next being due in March of 2013. It is further understood that the reinstatement action taken by the BLM will involve a higher royalty rate of one-sixth (1/6) and a higher rental rate of \$10/Acre. [REDACTED] accepts this change and amendment to the current lease terms.
7. At closing, which shall be deemed the BLM approval date of the Seller's Assignment of Record Title Interest to [REDACTED] following reinstatement of the lease in good standing, [REDACTED] shall immediately pay to Seller the balance of the purchase price in the amount of [REDACTED]
8. [REDACTED] shall indemnify Seller from and against all claims, costs or liabilities attributable to ownership or operation of the Leases after the Effective Time and Seller shall indemnify [REDACTED] from and against all claims, costs or liabilities attributable to ownership or operation of the Leases prior to the Effective Time
9. Seller shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such other action as may be reasonably necessary or advisable to carry out the purposes and intents of this agreement.
10. Seller agrees to not compete with [REDACTED] in an area depicted on the plat attached for a period of two (2) years from the effective date hereof.

If the offer made herein is acceptable, please so indicate below and email a scan or fax a copy of this letter to my attention at [REDACTED]. If acceptance of this offer is not received before 5:00 p. m. local time February 28th, 2012, this offer shall terminate. Should you have any questions or wish to discuss further, please call [REDACTED]

Sincerely,

[REDACTED]

Agreed to and accepted this 27th day of February, 2012

[REDACTED]