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**AMENDMENT OF QUIT CLAIM DEED**

**THIS AMENDMENT OF QUIT CLAIM DEED (“Amendment”)** is entered into as of the \_\_\_ day of \_\_\_\_\_, 2003, by and among **MONTANA STATE UNIVERSITY FOUNDATION, INC.** of Bozeman, Montana (“**Foundation**”), **ADVANCED TECHNOLOGY, INC.** of Bozeman, Montana (“**ATI**”), **MONTANA STATE UNIVERSITY** (formerly known as Montana State College and/or the Agricultural College of the State of Montana) of Bozeman, Montana (“**MSU**”), and the **MONTANA BOARD OF REGENTS** (“**Board of Regents**”), collectively, the “**Parties**” and individually, a “**Party**”.

**RECITALS:**

This Amendment is made with respect to that certain Quit Claim Deed dated May 1, 1986, between The State of Montana, for the use and benefit of the Agricultural Experiment Station and Montana State University (formerly known as Montana State College and/or the Agricultural College of the State of Montana) of Bozeman, Montana, as Grantor, and The Endowment and Alumni Foundation at Montana State University, a Non-Profit Corporation, of Bozeman, Montana, as Grantee and recorded July 3, 1986, Film 92 Page 3743, Document No. 157334, Official Records of Gallatin County, Montana (“**QCD**”).

The QCD affects certain property owned by ATI located in Gallatin County, Montana and more particularly described in Exhibit “A” attached hereto (the “**ATI Property**”).

Certain conditions regarding the use of the ATI Property are set forth in the QCD (the “**Conditions**”).

ATI has agreed to sell approximately 16.06 acres of the ATI Property to Mitchell Development and Investments of Great Falls, Montana (“**MDI**”) which portion of the ATI Property is more particularly described on Exhibit “B” (the “**MDI Property**”).

It is anticipated that the MDI Property will be developed as part of a mixed use commercial and /or retail development, including, but not limited to, professional and/or medical offices, hotel and/or motel operations, and/or restaurants, and the Parties desire to amend the QCD and the Conditions to permit the development of the MDI Property for such purposes.

The QCD provides that (i) the conditions set forth therein may be modified or amended at any time by agreement between the Montana Board of Regents and the Grantor without the

approval or consent of any third party, (ii) the terms thereof shall be enforceable only by the parties thereto and shall not create any enforceable rights in favor of third persons not party thereto, and (iii) a use of the subject property, once determined to conform with the terms of the QCD shall thereafter not be considered not in conformance if such use has not changed.

The Parties hold all of Grantor's and Grantee's interest in and under the QCD.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and hereby amend the QCD as follows:

1. The above Recitals are incorporated herein and made a part hereof.
2. The Parties consent to the development and use of the MDI Property for professional and/or medical offices and/or hotel and/or motel operations, together with related or supporting retail uses such as restaurants and agree that notwithstanding anything to the contrary contained in the QCD (or the Exchange Agreement referenced therein) the MDI Property may be developed and used for professional and/or medical offices and/or hotel and/or motel operations, together with related or supporting retail uses such as restaurants, and that such development and use shall be in conformance with and shall not constitute a violation of the Conditions.
3. This Amendment and the terms and conditions hereof shall inure to the benefit of and be binding upon the Parties, their heirs, successors, assigns and personal representatives, and upon any person acquiring any interest in the MDI Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise.
4. This Amendment may be executed in several counterparts, and as executed shall constitute one agreement binding on all Parties, notwithstanding that the Parties are not signatory to the original or same counterpart.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Amendment has been executed on the date first written above.

**MONTANA STATE UNIVERSITY  
FOUNDATION, INC.**

**MONTANA BOARD OF REGENTS**

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

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

**“Foundation”**

**“Board of Regents”**

**ADVANCED TECHNOLOGY, INC.**

**MONTANA STATE UNIVERSITY**  
(formerly known as Montana State College  
and/or the Agricultural College of the State  
of Montana)

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

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

**“ATI”**

**“MSU”**

State of Montana     )  
  : ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2003, before me, a notary public in and for said state,  
personally appeared \_\_\_\_\_, known to me to be the person whose name is  
subscribed to the within instrument and to be the \_\_\_\_\_ of  
\_\_\_\_\_, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at:  
My Commission Expires:

State of Montana     )  
  : ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2003, before me, a notary public in and for said state,  
personally appeared \_\_\_\_\_, known to me to be the person whose name is  
subscribed to the within instrument and to be the \_\_\_\_\_ of  
\_\_\_\_\_, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at:  
My Commission Expires:

State of Montana )  
 : ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2003, before me, a notary public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at:  
My Commission Expires:

State of Montana )  
 : ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2003, before me, a notary public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at:  
My Commission Expires:

Exhibit "A"

The following described real estate, situated in the County of Gallatin, State of Montana:

- Parcel I        That tract of land designated Tract A-1-B of Certificate of Survey No. 1243 B, situated in Section 14, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.
- Parcel II        That tract of land designated as Tract C-1 of Certificate of Survey No. 1243 A, situated in Section 14, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.

Exhibit "B"

A portion of Tract C-1A (Remainder), of Certificate of Survey No. 1243A, located in the Northwest One-Quarter of Section 14, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, being more particularly described as follows:

Commencing at the NW One-Sixteenth Section corner of said Section 14, North 89 degrees 34 minutes 27 seconds East a distance of 262.60 feet to the Southwest corner of said Tract C-1A (Remainder) and True Point of Beginning:

Thence along West line of Tract C-1A (Remainder) North 00 degrees 12 minutes 32 seconds West a distance of 781.47 feet; Thence along the North boundary of Tract C-1A (Remainder) through the following courses:

North 74 degrees 09 minutes 02 seconds East a distance of 125.88 feet;

North 81 degrees 20 minutes 55 seconds East a distance of 291.19 feet;

North 81 degrees 24 minutes 08 seconds East a distance of 217.70 feet;

North 75 degrees 14 minutes 50 seconds East a distance of 194.52 feet;

Thence South 00 degrees 12 minutes 32 seconds East a distance of 935.69 feet;

Thence South 89 degrees 34 minutes 27 seconds West a distance of 812.92 feet to the True Point of Beginning.