

AMENDED CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into this ____ day of June, 1992, by LLOYD STOLWORTHY, not individually but as general partner of the Lloyd Stolworthy Family Limited Partnership "B", an Idaho Limited Partnership referred to as "Seller", and BRENT STEFFLER and RONDA STEFFLER whose mailing address is 625 North 800 East, Firth, Idaho 83236, hereinafter referred to as "Buyer".

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. Sale.

Seller hereby agrees to sell to Buyer on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real property situate in Bingham County, Idaho:

See attached Exhibit A for legal description.

2. Payment and Purchase.

Buyer agrees to buy the above described property and to pay Seller therefor the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), as follows:

A. The sum of Twenty-five Thousand Dollars (\$25,000) has been paid upon execution of this agreement. Said amount shall be applied to the purchase price at closing. Said amount shall be returned to Buyer if Buyer is unable to obtain financing.

B. The balance of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) shall be paid in lawful money of the United States at closing.

RECEIVED
SEP 15^{CB} 2003
By CB from Peggy Stolworthy
10Am meeting

3. Instruments of Conveyance.

At closing Seller shall make, execute and deliver to Buyer a Warranty Deed conveying the above described property to Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer.

4. Possession.

Seller shall be entitled to retain possession of the property described in this Contract of Sale up to and including the day of closing. Thereafter, Buyer shall have the right to the possession of said property.

5. Apportionments.

All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of the day of closing. Seller shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including said date, and Buyer shall pay all such taxes levied upon said property for the term after said date before the same become delinquent.

6. Closing.

Closing shall occur on or before July 1, 1992, unless the parties mutually agree to a different time.

7. Title Insurance.

Seller agrees within thirty (30) days after closing to provide to Buyer at Seller's cost a standard form owner's title insurance policy in the amount of \$250,000.00 insuring title to the real property described herein in Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyer under the terms of this Contract of Sale.

8. Default.

A. In case Buyer shall fail to promptly perform any covenant or agreement set forth herein or to do all things necessary and prerequisite to the consummation of the sale set forth herein, Seller may declare a forfeiture of this Contract of Sale and any payments made by Buyer may be retained by Seller as liquidated damages and not as a penalty, or Seller may bring an action for specific performance of this Contract of Sale against Buyer to require and enforce full and complete performance by Buyer of the terms, covenants and conditions of this Contract of Sale as set forth herein, or Seller shall be entitled to bring an action for breach of contract against Buyer for collection of all damages suffered by Seller as a result of the default and breach by Buyer, or Seller may pursue any other remedies available under the laws of the State of Idaho.

B. If Seller shall fail to promptly perform any covenant or condition set forth herein or to do all things necessary and prerequisite to the confirmation of the sale set forth herein, Buyer shall be entitled to bring an action for a specific performance of this Contract of Sale against Seller to require and enforce full and complete performance by Seller of the terms, covenants and conditions of this Contract of Sale as set forth herein or shall be entitled to bring an action for breach of contract against Seller for collection of all damages suffered by Buyer as a result of the default and breach by Seller, or Buyer may pursue any other remedy available under the laws of the State of Idaho.

9. Indemnification.

Buyer covenants and agrees to indemnify and hold Seller harmless from any and all claims, demands, liabilities, actions, suits or proceedings, together with costs and attorneys fees incurred in defending against the same, arising or which may arise from Buyer's occupancy and use of the properties sold hereunder.

10. Enforcement.

Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the

offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

11. Binding Effect.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

12. Survival of Terms.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

13. Waiver.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

14. Attorneys.

The law firm of Holden, Kidwell, Hahn, & Crapo, drafters of this agreement, have acted as attorneys for Seller and as such have in no way advised Buyer in regard to this agreement or any other matters.

15. Integration of Agreement.

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in

this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

16. Access and Inspection.

From the date of this Contract of Sale until Buyer is entitled to possession of the property described in this Contract of Sale, Buyer shall have full access to said property for the purpose of inspecting and examining said property. From the date Buyer is entitled to possession of said property until all performance of Buyer required under the terms of this Contract of Sale has been completed, Seller shall have the right to enter upon said property at reasonable times to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract of Sale.

17. Additional Consents.

The obligations of the parties under this agreement are contingent on obtaining any necessary consents. If a required consent cannot be obtained, each party shall have the option of terminating this agreement, and the Twenty-five Thousand Dollars (\$25,000) payment shall be returned.

18. BLM Leases.

Seller shall also cooperate with Buyer in transferring the BLM Cedar Creek Buttes leases to Buyer.

19. Water Rights.

Seller shall transfer to Buyer 5 inches of water rights on Cedar Creek.

20. Right of First Refusal.

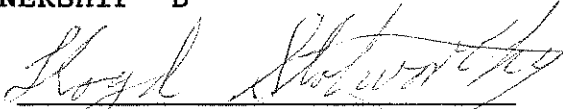
Seller grants to Buyer a right of first refusal if Seller decides to sell any of Seller's real property located in §25, §26, §27 or §28 of Township 2 South, Range 38 East, Bingham County, Idaho. If Seller receives a bona fide offer for the sale of any of said real property, Seller shall notify Buyer in writing of the terms of said bona fide offer. Buyer shall have thirty (30) days from the day such notice is mailed or personally deliver to Buyer within which to notify Seller,

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to
buyer.
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in writing, that Buyer will purchase said property on the terms and conditions of said bona fide offer. If Buyer does not intend to exercise such option Buyer shall immediately sign a statement to that effect if so request by Seller. This option shall not apply if the proposed sale is to any descendant or spouse of a descendant of Lloyd and Lucille Stolworthy. If Buyer does not exercise the right of first refusal with respect to any portion of the property subject to said right of first refusal, Buyer's right of first refusal shall be extinguished on all property subject to said right.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

LLOYD STOLWORTHY FAMILY LIMITED
PARTNERSHIP "B"

By: 
Lloyd Stolworthy,
General Partner

SELLER

Brent Steffler

Ronda Steffler

BUYERS

STATE OF IDAHO)
)ss.
County of Bonneville)

On this _____ day of June, in the year 1992, before me the undersigned, a notary public in and for said State, personally appeared Lloyd Stolworthy, known or identified to me to be one of the partners in the partnership of The Lloyd Stolworthy Family Limited Partnership, an Idaho Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of)

On the _____ day of June, in the year of 1992, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Brent Steffler and Ronda Steffler, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

GLM/9968j/sjw

HARPER - LEAVITT ENGINEERING, INC.

PROFESSIONAL ENGINEERING, MATERIALS TESTING & LAND SURVEYING

800 W. Judicial St. • P.O. Box 866
Blackfoot, Idaho 83221
(208) 785-2977

985 N. Capital Ave. • P.O. Box 50691
Idaho Falls, Idaho 83405
(208) 524-0212

ANYONE MAKING CHANGES IN THE FOLLOWING DESCRIPTION ASSUMES FULL RESPONSIBILITY FOR THE ENTIRE CONTENTS. THERE HAS BEEN NO SEARCH ON SAID DESCRIPTION FOR ENCROACHMENTS EITHER PHYSICAL OR WRITTEN EXCEPT FOR THOSE AS SHOWN ON THE ACCOMPANYING PLAT, (IF PLAT IS REQUIRED) THEREFORE WE ASSUME NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS HEREIN.

FOR: STOLWORTHY/BINGHAM
JOB NO: 92107
BY: BDJ
DATE: JUNE 17, 1992
REVISED:
Page 1 of 2

Part of Sections 26, 27, 28, 33, 34 and 35, Township 2 South, Range 38 East, B.M., and Section 3, Township 3 South, Range 38 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 00° 10' 38" W 72.62 feet along the section line to the meander of Cedar Creek and the South line of Deed Instrument No. 302706 from the corner common to said Sections 27, 28, 33 and 34 and running thence along said meanders in said Deed Instrument No. 302706 the following six (6) courses S 79° 49' 29" E 2.31 feet; (2) thence S 36° 09' 25" E 169.39 feet; (3) thence N 20° 24' 16" E 20.05 feet; (4) thence N 86° 46' 47" E 55.23 feet; (5) thence S 00° 45' 24" E 122.04 feet; (6) thence S 70° 01' 39" E 118.08 feet; thence N 77° 32' 11" E 47.07 feet crossing the county road to the northerly bank of Cedar Creek; thence S 81° 31' 33" E 201.28 feet along said north bank; thence S 55° 42' 43" E 383.14 feet to an existing fence line on the south side of an access road; thence N 82° 31' 54" E 101.29 feet along said fence; thence S 05° 13' 41" E 616.74 feet across Cedar Creek and to a fence line along the cultivated ground; thence along said fence line and cultivated ground the following thirteen (13) courses (1) S 77° 50' 03" E 482.82 feet; (2) thence S 76° 37' 28" E 401.05 feet; (3) thence S 76° 44' 26" E 122.57 feet; (4) thence S 56° 43' 47" E 62.73 feet; (5) thence S 35° 00' 43" E 257.55 feet; (6) thence S 61° 59' 31" E 83.32 feet; (7) thence S 61° 56' 00" E 198.43 feet; (8) thence N 66° 14' 21" E 377.65 feet; (9) thence N 82° 47' 38" E 353.08 feet; (10) thence N 83° 05' 40" E 217.06 feet; (11) thence S 75° 58' 02" E 413.00 feet; (12) thence N 85° 50' 11" E 360.15 feet; (13) thence N 86° 08' 00" E 578.97 feet; thence N 28° 46' 52" E 714.39 feet along a small ridge to a fence line; thence N 16° 09' 40" W 304.00 feet across Cedar Creek to a fence line along an access road; thence along said fence on the southerly side of said access road the following eleven (11) courses (1) N 59° 59' 06" E 343.62 feet; (2) thence N 82° 02' 50" E 314.92 feet; (3) thence S 78° 19' 44" E 417.40 feet; (4) thence N 57° 08' 58" E 612.89 feet; (5) thence N 79° 19' 52" E 367.06 feet; (6) thence N 36° 51' 54" E

75.61 feet; (7) thence N 55° 00' 37" E 470.77 feet; (8) thence N 17° 07' 10" E 273.12 feet; (9) thence N 22° 33' 49" E 283.60 feet; (10) thence N 43° 38' 52" E 634.08 feet; (11) thence N 25° 23' 05" E 66.61 feet to the north-south center section line of Section 26, Township 2 South, Range 38 East, B.M.; thence S 00° 06' 31" W 1372.20 feet along said center section line to the south 1/4 corner of said Section 26; thence S 89° 56' 27" E 1318.53 feet along the section line to the northeast corner of the W 1/2 N.E. 1/4 of Section 35, Township 2 South, Range 38 East, B.M.; thence S 00° 01' 25" E 2635.66 feet along the east line of said W 1/2 N.E. 1/4 to the southeast corner of said W 1/2 N.E. 1/4; thence N 89° 57' 46" W 1323.78 feet to the southwest corner of said W 1/2 N.E. 1/4; thence S 00° 05' 26" W 1318.92 feet to the southeast corner of the N.E. 1/4 S.W. 1/4 of said Section 35; thence N 89° 57' 20" W 1315.97 feet to the southwest corner of said N.E. 1/4 S.W. 1/4; thence N 00° 03' 13" E 1318.75 feet to the northwest corner of said N.E. 1/4 S.W. 1/4; thence N 89° 57' 46" W 1316.83 feet to the West 1/4 corner of said Section 35; thence S 00° 00' 59" W 1318.58 feet to the southeast corner of the N.E. 1/4 S.E. 1/4 of Section 34, Township 2 South, Range 38 East, B.M.; thence S 89° 56' 07" W 1321.42 feet to the southwest corner of said N.E. 1/4 S.E. 1/4; thence S 00° 03' 29" W 1319.23 feet to the southeast corner of the S.W. 1/4 S.E. 1/4 of said Section 34; thence S 89° 54' 26" W 958.65 feet along the section line to the northeast corner of Lot 2 Section 3, Township 3 South, Range 38 East, B.M.; thence S 00° 17' 44" E 1672.77 feet to the southeast corner of said Lot 2; thence S 89° 48' 13" W 3959.84 feet to the southwest corner of Lot 4 of said Section 3; thence N 00° 10' 29" W 1679.92 feet to the northwest corner of said Lot 4; thence S 89° 54' 26" W 353.78 feet along the section line to the southwest corner of the E 1/2 E 1/2 of Section 33, Township 2 South, Range 38 East, B.M.; thence N 00° 00' 21" W 5283.70 feet to the northwest corner of said E 1/2 E 1/2 of Section 33; thence N 00° 10' 41" W 347.52 feet along the west line of the S.E. 1/4 S.E. 1/4 of Section 28, Township 2 South, Range 38 East, B.M. to the meanders of Cedar Creek; thence S 74° 07' 23" E 72.08 feet along Cedar Creek to the southwest corner of Deed Instrument No. 302706; thence along the meander of Cedar Creek and along the south line of said Deed Instrument No. 302706 the following thirteen (13) courses (1) S 74° 07' 23" E 52.68 feet; (2) thence S 50° 12' 15" E 181.50 feet (3) thence N 26° 34' 29" E 120.45 feet; (4) thence N 21° 57' 21" E 90.32 feet; (5) thence N 10° 23' 56" E 100.95 feet; (6) thence N 81° 45' 15" E 73.09 feet; (7) thence S 43° 13' 01" E 201.76 feet; (8) thence S 43° 27' 13" E 144.86 feet; (9) thence S 23° 59' 31" E 19.03 feet; (10) thence S 86° 04' 58" E 174.79 feet; (11) thence S 79° 49' 49" E 344.16 feet; (12) thence S 04° 20' 39" E 59.27 feet; (13) thence S 79° 49' 29" E 120.97 feet to the point of beginning.

Parcel contains 1071.1 acres.

Also that portion of the N.W. 1/4 S.E. 1/4 of Section 26, Township 2 South, Range 38 East, B.M., lying south and east of a fence line on the northerly side of the Cedar Creek Association Access Road more particularly described as a line running from the southwest corner of said N.W. 1/4 S.E. 1/4 to the northeast corner of said N.W. 1/4 S.E. 1/4 of said Section 26.