

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 05 2016

Department of Water Resources
Eastern Region**Notice of Security Interest in a Water Right**

and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	27-12180	approval by MH		

2. The following **REQUIRED** information must be submitted with this form:

- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE of \$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

Crop Production Services, Inc.

3005 Rocky Mountain Avenue

Loveland, Colorado 80538

Attn: J. Billy Pirkle

Phone 970.685.3612

Email billy.pirkle@cpsagu.com

4. Name of Water Right Owner/Claimant(s)

Gemco Limited Partnership

5. Expiration Date of Notification Period

December 31, 2030

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

7. Signature(s) of Security Interest Holder(s)

Title, if applicable

Kent J. McDaniel, Vice President

For Office Use Only

Received by JB

Date 1/6/2015

Receipt No. E041731

Fee \$25.-

Processed by AJ

Date

WR JB

Date 1/6/2015

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the latest date that each party hereto has signed a counterpart of this Agreement (the "Effective Date"), by and between Gemco Limited Partnership, an Idaho limited partnership ("Seller"), being the owner of the Property (as defined below), and Crop Production Services, Inc., a Delaware corporation, and its successors and assigns ("Purchaser").

1. **Sale of Property.** Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate and interest in and to a certain parcel of real property located at 1701 N. West Main, Blackfoot, Idaho, with all improvements thereon (the legal description for which is attached hereto as Exhibit "B"), being approximately 22 acres, more or less, of improved property leased by Seller to Purchaser pursuant to that certain Lease Agreement effective as of January 1, 2005, between Seller and Tri-River Chemical Company, Inc., d/b/a UAP Northwest ("Tri-River"), as amended by that certain First Addendum to Lease Agreement dated December 15, 2009, between Purchaser (as successor in interest by merger to Tri-River) and Seller, as further amended by that certain Second Addendum to Lease Agreement dated August 22, 2013, between Purchaser and Seller, and as further amended by that certain Third Addendum to Lease Agreement executed contemporaneously with this Agreement between Purchaser and Seller (collectively, the "Lease"), together with all rights, privileges, and interests appertaining to such land and all improvements located thereon as of the date hereof, and, subject to the following paragraph in this Section 1, specifically excluding all water rights appurtenant to the Property, including Idaho Water Right 27-12180 (the "Water Rights") (all such property, excluding the Water Rights, shall be collectively referred to herein as the "Property").

Seller covenants and agrees, in partial consideration for Purchaser consenting and agreeing to permit Seller to retain the Water Rights and to exclude the Water Rights from the conveyance of the Property to Purchaser, that from the Closing Date (as defined below) until December 31, 2030, Purchaser shall be entitled to utilize the Water Rights for Purchaser's industrial use, commercial use or environmental remediation of the Property and related uses and needs in conducting industrial or commercial activities or environmental remediation at and from the Property, including but not limited to such water as may be needed to meet Purchaser's requirements for industrial use, commercial use or environmental remediation, subject to the following limitation. The maximum amount of water that Purchaser is entitled to use at the Property pursuant to the Water Rights shall be limited to, and will not exceed at any given time, the total allocation of water made available to Seller pursuant to the Water Rights, and Purchaser's use of the Water Rights and Seller's retention of the Water Rights shall otherwise comply with Idaho law. Purchaser's right to such water shall be of first priority as against Seller or any third party and Seller shall not use for its own purposes, or for those of any third party, any water allocated under the Water Rights until Purchaser's ongoing water needs at the Property have been fully met and satisfied. Seller may take steps necessary to protect the Water Rights from forfeiture, and Purchaser shall reasonably cooperate with Seller in that regard, including providing existing water withdrawal and usage records upon request. The foregoing covenant and agreement of Seller shall not merge with Purchaser's closing on the purchase of the Property and shall be ongoing and enforceable by Purchaser, its successors and assigns in ownership of the Property. All subsequent owners of the Property after Purchaser shall be intended third party beneficiaries of Seller's covenant and agreement with respect to providing water to the Property until December 31, 2030. Seller shall take no action that would diminish the Water Rights. This paragraph shall be included in the deed conveying the Property to Purchaser in order for Seller's covenant and agreement to provide water being of record with the Bingham County Clerk.

2. **Purchase Price and Payment.** The purchase price for the Property (the "Purchase Price") is One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), which shall be paid as follows:

(a) **Earnest Money Deposit.** Within three (3) business days after the Effective Date, Purchaser shall deposit into escrow with First American Title Insurance Company, 800 W. Main St., Ste. 910, Boise, Idaho 83702, Attn: Kimberly Yelm, Tel. 208-501-7664; e-mail kyelm@firstam.com (the "Title Company"), the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) (the "Earnest Money Deposit") to be applied to the Purchase Price at the closing, as hereinafter described ("Closing"). The Earnest Money Deposit shall be held in a non-interest-bearing account.

(b) Payment at Closing. At Closing, Purchaser shall pay the balance of the Purchase Price, subject to prorations and adjustments hereinafter described, by federal wire transfer of funds.

3. Prorations and Adjustments. The following prorations and adjustments shall be made to the Purchase Price at Closing:

(a) Taxes. All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs which are not yet due and payable shall be prorated and adjusted to the date of Closing, as hereinafter described (the "Closing Date"), based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. However, there shall be no proration of Taxes already required to be paid by Purchaser as to any portion of the Property pursuant to the Lease.

(b) Release of Encumbrances. On or before Closing, Seller shall cause, at Seller's cost, any and all assessment installments then due and payable, monetary liens on account of debts owed by Seller, security interests, mortgages or deeds of trust and other financing encumbrances affecting the Property which were not caused by Purchaser ("Seller Encumbrances") to be satisfied and released. The proceeds due at Closing may be applied by Purchaser to satisfy or pay any such encumbrance.

(c) Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, one-half of the customary escrow or closing fees charged by the Title Company, one-half of Purchaser's cost for an ALTA survey of the Property, the premium for Purchaser's standard Owner's Policy of Title Insurance (including endorsements thereto) and such other expenses provided to be paid by Seller herein. Purchaser shall be responsible to pay for one-half of the cost of Purchaser's ALTA survey of the Property, the recording fee for the deed, Purchaser's attorney's fees, one-half of the customary escrow or closing fees charged by the Title Company, Purchaser's expenses for due diligence tests and inspections, and such other expenses provided to be paid by Purchaser herein, such as additional or extended title insurance.

(d) Miscellaneous. Such other items of proration not enumerated in (a) – (c) above, consistent with local custom where the Property is located and/or to consummate this transaction as provided herein.

4. Items to be delivered to Purchaser. Within ten (10) days following the Effective Date, Seller shall deliver to Purchaser if in Seller's possession, in the form of photocopies or originals, or otherwise make available to Purchaser and its consultants for review and copying at Purchaser's expense, any existing surveys, plats, topographical information, inspection or engineering reports and environmental studies (Phase I or similar), reports or assessments, building plans or blueprints, other improvement plans, pending building or fire code violations, written notices from governmental authorities within the past three years of the Effective Date as to changes in zoning, road access or elevation, fire code violations, set back encroachments or variances or any environmental matter, all as may be or which are in the possession of Seller and not already in the possession or knowledge of Purchaser. In the event that Purchaser does not acquire the Property pursuant hereto, then Purchaser shall return all such items to Seller within five (5) days after termination of this Agreement. Notwithstanding the foregoing, Purchaser acknowledges that it is purchasing the Property in its "as is" and "where is" condition and that Purchaser has been, and currently is, the tenant under the Lease and in possession of the Property, and fully knowledgeable regarding the condition of the Property.

5. [Intentionally Omitted].

6. Title. Purchaser has obtained, at Seller's expense to be paid at Closing, a title insurance commitment from the Title Company for standard title insurance (the "Commitment"). Purchaser has obtained, at the joint expense of Purchaser and Seller, a current survey. A copy of the Commitment has been delivered to Purchaser and its counsel by the Title Company with copies to Seller and Seller's counsel pursuant to Section 9 hereto. If matters revealed by the Commitment or survey indicate that title is not marketable or has exceptions which are unacceptable to Purchaser, then Purchaser will so notify Seller in writing on or before thirty (30) days of the Effective Date (the "Title Objection Deadline"), specifying the title or survey matters to which it objects (this notice is the "Title Objection Notice"). All title matters to which Purchaser does not object in the Title Objection Notice given on or before the Title Objection Deadline will be

conclusively deemed to have been accepted by Purchaser and will be "Permitted Title Exceptions" hereunder, provided that in no event shall monetary liens on account of debts owed by Seller, deeds of trust, mortgages or financing encumbrances that are identified in the Commitment or that are placed on the Property after the date of the Commitment but before the Closing Date (the "Identified Mortgages") be Permitted Title Exceptions. Within five (5) business days after its receipt of the Title Objection Notice, Seller will notify Purchaser either (i) that it elects to attempt to cure those title matters to which Purchaser has objected, in which event it will have until the Closing Date to attempt to effect this cure, or (ii) that it does not elect to attempt to cure the title matters to which Purchaser has objected. If Seller does not give Purchaser notice that it elects to attempt to cure title matters to which Purchaser has objected, then Seller will be deemed to have elected not to attempt to cure these title matters. Within the earlier of (i) five (5) business days following the date on which Purchaser receives Seller's notice that it is unwilling or unable to cure the matters rendering title unmarketable or (ii) if Seller does not respond to Purchaser's Title Objection Notice, then within ten (10) calendar days after Purchaser's Title Objection Notice (but in no event later than the date fixed for Closing), Purchaser will have the right to notify Seller that it terminates this Agreement, in which event this Agreement will terminate and Purchaser will receive the return of the Earnest Money Deposit. If Purchaser does not deliver this notice terminating this Agreement, then Purchaser will be conclusively deemed to have accepted the matters to which it previously objected, all such matters will be "Permitted Title Exceptions" hereunder, and Purchaser will be obligated to take title to the Property subject to these matters (subject, however, to Seller's obligation to deliver title to Purchaser at Closing free of Identified Mortgages as provided above). All matters accepted or deemed to have been accepted by Purchaser under this Section 6 are "Permitted Title Exceptions" hereunder. With respect to Seller's obligation to deliver title to Purchaser free of Identified Mortgages, Seller will cause such Identified Mortgages to be released or insured over as of the Closing Date.

7. Leases. The Property shall be vacant and free of any tenancy as of the Closing Date other than Purchaser's tenancy under the Lease.

8. Closing.

(a) Place and Closing Date. In order to accommodate the potential Exchange contemplated by Section 17 hereto, the Closing shall take place in the offices of the Title Company at a mutually agreeable date and time no later than December 31, 2015, or such other place or date as the parties may mutually agree in writing.

(b) Possession. At Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases or other possessory rights, except those of Purchaser.

(c) Seller's Obligations at Closing. At Closing, Seller shall deliver or cause to be delivered to the Title Company the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

(i) Deed. A Grant Deed in substantially the form attached hereto as Exhibit "C" conveying to Purchaser good and marketable fee simple title to the real property constituting the Property, subject only to the Permitted Title Exceptions and excluding the Water Rights.

(ii) Releases. Such written release of any Seller Encumbrances then affecting the Property as shown by the Commitment updated to Closing.

(iii) Licenses and Permits. Not applicable.

(iv) Seller's Affidavit. A Seller's Affidavit customarily used by the Title Company and reasonably approved by Seller in order for the Title Company to issue to Purchaser a standard Owner's Policy of Title Insurance with mechanic's lien coverage.

(v) Non-Foreign Person Affidavit. An affidavit of Seller in form and substance satisfactory to the Title Company and Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in §1445 of the United States Internal Revenue Code of 1986, as amended (the "Code").

(vi) Miscellaneous. Such due authority and entity good standing documentation and any other documents reasonably required by this Agreement or the Title Company to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, the Indemnity/Release per Section 18 of this Agreement, a closing statement and documents, consents and approvals from Seller reasonably satisfactory to the Title Company and Purchaser.

(d) Purchaser's Obligations at Closing. At Closing and as a condition to Seller's obligations hereunder, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement:

(i) Purchase Price. Deliver or cause the Title Company to deliver the balance of the Purchase Price to Seller by federal wire transfer of funds (subject to adjustment and proration as hereinbefore provided).

(ii) Unpaid Lease Payments. Deliver or cause the Title Company to deliver all due but unpaid Rent and other amounts due under the Lease at Closing by federal wire transfer of funds.

(iii) Miscellaneous. Deliver any other documents reasonably required by this Agreement or the Title Company to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, the signed Indemnity/Release per Section 18 of this Agreement, due authority and entity good standing documentation, a closing statement and documents, consents and approvals from Purchaser reasonably satisfactory to the Title Company and Seller.

9. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by e-mail or facsimile and contemporaneously sent by overnight courier such as Federal Express or other national overnight courier service; or (b) deposited for prepaid overnight delivery with an overnight courier; and in either case sent to the applicable address indicated below:

If to Seller:

Gemco Limited Partnership
P.O. Box 4026
Pocatello, ID 83205
Fax No.:
E-mail: rich@richkirkham.com
Attn: Richard Kirkham

Street Address for overnight delivery:

2055 Garrett Way, Box 2
Pocatello, ID 83201

With a copy to:

Dylan Lawrence
Varin Wardwell LLC
P.O. Box 1676
Boise, ID 83701
Fax No. (866) 717-1758
E-mail: dylanlawrence@varinwardwell.com

If to Purchaser:

Crop Production Services, Inc.
Attn: J. Billy Pirkle
3005 Rocky Mountain Avenue
Loveland, CO 80538
Fax No.:
E-mail: billy.pirkle@cpsagu.com

With copy to:

Joseph Kellmeyer, Esq.
Thompson Coburn LLP
505 N. 7th Street

One US Bank Plaza
Suite 2700
St. Louis, MO 63101
Fax No.:
E-mail: jkellmeyer@thompsoncoburn.com

The parties may change their respective addresses for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

10. **Brokers' Commissions.** The parties hereby represent and warrant to each other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by such party or through such party's actions (or claiming through such party) or is entitled to compensation as a consequence of this transaction. Each party hereby indemnifies, defends and holds the other party harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to commission or compensation by or through acts of such party or such party's partners, agents or affiliates in connection with this Agreement.

11. **Defaults and Remedies.**

(a) **Default by Seller.** In the event that Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Seller, then Purchaser shall either (i) release Seller from liability upon Seller's release of the Earnest Money Deposit, or (ii) seek to enforce the sale by specific performance, as its sole and exclusive remedy.

(b) **Default by Purchaser.** In the event that Purchaser shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Purchaser, Seller shall accept the Earnest Money Deposit as liquidated and stipulated damages, as Seller's sole and exclusive remedy for a breach by Purchaser of this Agreement, it being agreed by the parties that actual damages would be difficult to ascertain. Damages provided by this Section 11(b) relate only to the proposed purchase of the Property by Purchaser contemplated by this Agreement, and shall not in any way affect, reduce or waive potential liability and damages associated with other legal obligations of Purchaser, specifically including those under the Lease.

12. **Seller's Covenants, Representations and Warranties.** Seller covenants, represents and warrants to Purchaser as follows ("Seller's Covenants, Representations and Warranties"), which covenants, representations and warranties shall be considered made as of the date of this Agreement and again as of Closing, except to the extent that Seller obtains knowledge or notice after the date Seller executes this Agreement of any fact or facts which would make any representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Purchaser in writing prior to Closing, in which case Purchaser shall not be obligated to close hereunder:

(a) From the date of this Agreement until Closing, Seller shall not execute any leases or contracts, or amendments or modifications to any existing such agreements, affecting the Property which shall be binding on the Property or Purchaser after Closing, without the prior written consent of Purchaser.

(b) Seller has the authority and capacity to enter into and perform this Agreement, and the person who executes this Agreement on behalf of Seller represents and warrants such person has been authorized to do so.

(c) Seller is not bankrupt or insolvent.

(d) There shall be no tenancies or occupancies affecting the Property as of Closing, to which Seller is a party, except the tenancy and occupancy of Purchaser.

(e) There are, and as of Closing there shall be, no recorded or unrecorded contracts and/or options to which Seller is a party pertaining to or affecting title to or the sale of the Property, or any part thereof which are not shown in the Commitment.

(f) All environmental reports in Seller's possession or control not already in the possession or actual or constructive knowledge of Purchaser have been provided to Purchaser or will be provided to Purchaser in accordance with Section 4 hereto. Seller makes no representations or warranties regarding the environmental condition or compliance status of the Property.

Seller's Covenants, Representations and Warranties and Seller's liability for breach thereof shall survive Closing for a period of one (1) year and shall not be merged into any deed or other document delivered at Closing.

13. **Purchaser's Covenants, Representations and Warranties.** Purchaser covenants, represents and warrants to Seller as follows ("Purchaser's Covenants, Representations and Warranties"), which covenants, representations and warranties shall be considered made as of the date of this Agreement and again as of Closing, except to the extent that Purchaser obtains knowledge or notice after the date Purchaser executes this Agreement of any fact or facts which would make any representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing prior to Closing, in which case Seller shall not be obligated to close and shall be entitled to retain the Earnest Money Deposit hereunder:

(a) Except as specifically set forth in Seller's Covenants, Representations and Warranties, Purchaser is relying on its own actual and constructive knowledge, investigation and inspection of the Property, the Commitment, the survey, any other reports, inspections or studies obtained by Purchaser, all to the extent conducted by Purchaser in Purchaser's judgment or already within Purchaser's actual or constructive knowledge regarding the Property, and Purchaser will take title to the Property in its AS IS, WHERE IS condition based solely on such actual and constructive knowledge, investigation and inspection. EXCEPT FOR SELLER'S EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND THE DEED, PURCHASER HEREBY AFFIRMS, TO AND FOR THE BENEFIT OF SELLER, THAT PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, MADE BY SELLER OR ON SELLER'S BEHALF, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO PURCHASER OR ANY AGENTS, REPRESENTATIVES OR EMPLOYEES OF PURCHASER, WITH RESPECT TO THE CONDITION OF THE PROPERTY; ITS FITNESS FOR ANY PARTICULAR PURPOSE; ITS COMPLIANCE WITH ANY LAWS INCLUDING BUT NOT LIMITED TO ALL FEDERAL OR STATE ENVIRONMENTAL LAWS; ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE PROPERTY; THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSES WHATSOEVER; THE APPLICABILITY OF OR COMPLIANCE OF THE PROPERTY WITH ANY GOVERNMENTAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO ZONING, LAND USE AND ENVIRONMENTAL REQUIREMENTS PERTAINING TO THE PROPERTY; ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY; OR TO ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT. THE PROPERTY SHALL BE PURCHASED BY PURCHASER AND SOLD AND DELIVERED BY SELLER IN AN "AS-IS" CONDITION ON A "WHERE-IS" BASIS, WITH ALL FAULTS INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS AND ENVIRONMENTAL HAZARDS AND CONDITIONS. THIS PROVISION SHALL SURVIVE THE CLOSING.

(b) Purchaser is solvent and has the financial ability and the full authority and capacity to enter into and perform this Agreement, and the person who executes this Agreement on behalf of Purchaser represents and warrants such person has been authorized to do so. No other approvals or consents by Purchaser's management, governmental authorities or other third parties are required for Purchaser to enter into this Agreement.

(c) Prior to Closing, Purchaser shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof.

Purchaser's Covenants, Representations and Warranties and Purchaser's liability for breach thereof shall survive Closing for a period of one (1) year and shall not be merged into any deed or other document delivered at Closing.

14. **Casualty and Eminent Domain.**

(a) **Casualty.** Risk of loss of the Property's integrity shall be borne by Seller until Closing. If the Property is damaged, altered or destroyed by earthquake, flood, stormwater, sinkhole formation or other such disaster, after the full

execution of this Agreement and prior to the Closing, Purchaser, as the tenant in possession, shall immediately notify Seller both verbally and in writing of the damage or destruction. Seller shall advise Purchaser of the amount and terms of any insurance proceeds available, if any. Purchaser may either: (i) proceed with the Closing and be entitled to all insurance proceeds, if any, payable to Seller under all policies insuring the Property; or (ii) terminate this Agreement, whereupon the Earnest Money Deposit shall be promptly returned to Purchaser. Purchaser shall give written notice of its election to Seller within five (5) business days after Purchaser receives Seller's notice of the amount of insurance proceeds available. Closing will be extended accordingly, if required to permit all such notices by Purchaser and Seller to be given. Failure by Purchaser to timely notify Seller in writing of either the damage or destruction of the Property or of Purchaser's election hereunder shall constitute an election to terminate this Agreement. A termination hereunder does not constitute a default by Seller or Purchaser, and does not affect, reduce or abrogate any other legal obligations the parties may have outside of this Agreement, specifically including, but not limited to, the Lease.

(b) Eminent Domain. In the event prior to Closing, any portion of the Property is taken by eminent domain, or becomes the subject of eminent domain proceedings threatened or commenced, the party first notified of such action shall immediately notify the other party in writing thereof, and provide Purchaser with copies of any written communication from any condemning authority. If any of said events shall occur: (i) if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property, if any, shall be conveyed to Purchaser at Closing hereunder; (ii) if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Purchaser at Closing hereunder; (iii) if Seller has received payment for such condemnation or taking prior to Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Purchaser hereunder; (iv) if Seller has not received such payment at the time of Closing, Seller shall assign to Purchaser all claims and rights to or arising out of such taking, including the right to conduct any litigation in respect of such condemnation.

15. Assignment. Purchaser shall have the right to assign its rights under this Agreement, without Seller's consent, to any affiliated entity of Purchaser, provided that any such assignment shall not release Purchaser from the obligations under this Agreement, the Indemnity/Release or the Lease. Upon Purchaser's assignment of this Agreement and the assignee's written execution of such assignment, such assignee shall be deemed substituted for the named Purchaser except as set forth in the preceding sentence, and such assignee shall be deemed to have assumed Purchaser's obligations hereunder, without any release of Purchaser unless Seller releases Purchaser in writing.

16. Miscellaneous.

(a) Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, executors, administrators, successors and permitted assigns.

(b) Person Defined. The word "person" as used herein shall include all individuals, partnerships, corporations or any other entities whatsoever.

(c) Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum or attachment that is attached to and incorporated into this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend, a state or federal holiday, or any other day on which the Title Company or the governmental office for the recordation of the deed is not open for business, then such date shall be extended to the next occurring business day.

(d) Agreement Separable. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original and all of which are identical. Facsimile or electronic signatures via pdf e-mail shall have the same force and effect as executed originals.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without reference to that state's conflicts of laws provisions.

(g) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(h) Time of the Essence. Time is of the essence in the performance of the obligations of the parties under this Agreement.

17. Tax Deferred Exchange. Either party may consummate the purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Code, provided that: (i) the non-exchanging party shall be provided written notice of the Exchange and the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the non-exchanging party shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iv) the exchanging party shall not be released from any of its obligations under this Agreement, including the parties' obligations to execute the Indemnity/Release in the name of Seller and Purchaser, as applicable; and (v) there will be no additional cost or liability to the non-exchanging party. The non-exchanging party shall not by this Agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with §1031 of the Code.

18. Environmental Indemnity and Mutual Release. Due to certain environmental matters, the parties have agreed to a mutual general release and Purchaser has agreed to provide an indemnity to Seller, in the form set out on Exhibit "A" hereto and incorporated by reference herein (the "Indemnity/Release"). The Indemnity/Release in the form of Exhibit "A" shall be executed and delivered by the parties at Closing to the Title Company.

19. Confidentiality. Neither party shall make any public announcement or disclosure of the sale or lease of the Property or of any other information related to this Agreement or the transactions contemplated hereby to outside brokers or third parties, before or after the Closing, without the specific prior written consent of the other party, except for such disclosures to each party's lenders, counsel, creditors, officers, employees and agents as may be necessary to permit a party's performance of its obligations hereunder.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

SELLER:

Gemco Limited Partnership

By: Richard D. Kirkham

Name: Richard D. Kirkham

Title: Managing Partner

Date: December 31, 2015

PURCHASER:

Crop Production Services, Inc.

By: _____

Name: _____

Title: _____

Date: December __, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

SELLER:

Gemco Limited Partnership

By: _____

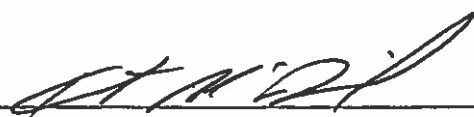
Name: _____

Title: _____

Date: December ____, 2015

PURCHASER:

Crop Production Services, Inc.

By:  _____

Name: Kent J. McDaniel

Title: Vice President

Date: December ____, 2015

Exhibit "A"

See attached Indemnity/Release

Indemnity/Release

This Indemnity/Release is attached as Exhibit "A" to that certain Sale and Purchase Agreement dated December 31, 2015, by and between Gemco Limited Partnership and Crop Production Services, Inc. (the "Agreement") and is dated as of the last date set forth below. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Agreement. The agreements set forth herein shall survive consummation of the acquisition of the Property by Purchaser from Seller.

Purchaser expressly agrees to indemnify and hold harmless Seller and its officers, directors, partners, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, cause of action, losses, damages, fines, penalties, expenses or liabilities of whatsoever nature (collectively, "Claims") which any of the Indemnified Parties may incur or sustain arising directly or indirectly out, or by reason, of any alleged contamination of, or other environmental condition affecting, the Property and from any and all Claims related to any allegations that the Property or the operations conducted thereon have not been in compliance with applicable laws and regulations governing contamination, hazardous materials, water quality or other environmental laws and regulations. Further, Purchaser shall be the responsible party in charge of any future cleanup, remediation or decommissioning of the Property, at Purchaser's sole cost and expense. As such, unless otherwise required by law, the parties agree that Purchaser will be the only party communicating with regulatory agencies concerning environmental conditions, cleanup, remediation or decommissioning of the Property.

Excluding only the indemnification obligations arising under the foregoing paragraph of this Indemnity/Release and no others, Purchaser and Seller mutually release, and covenant not to sue with regard to, any and all Claims against each other, of any kind or nature whatsoever that both relate to the Property and that arise prior to closing on the sale of the Property from Seller to Purchaser pursuant to Section 8 of the Agreement, including but not limited to any claim or cause of action related to any alleged contamination of the Property caused by the other party and/or its predecessors-in-interest. This Indemnity/Release becomes effective only upon a successful closing on the sale of the Property from Seller to Purchaser pursuant to Section 8 of the Agreement.

[Signatures on following pages]

SO AGREED:

SELLER:

Gemco Limited Partnership

By: Richard D. Kirkham

Name: Richard D. Kirkham

Title: Managing Partner

Date: December 31, 2015

PURCHASER:

Crop Production Services, Inc.

By: _____

Name: _____

Title: _____

Date: December __, 2015

SO AGREED:

SELLER:

Gemco Limited Partnership

By: _____

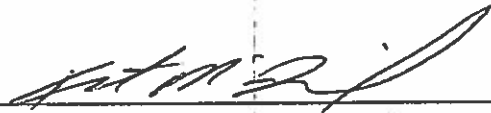
Name: _____

Title: _____

Date: December ____, 2015

PURCHASER:

Crop Production Services, Inc.

By: _____

Name: Kent J. McDaniel

Title: Vice President

Date: December 31, 2015

Exhibit "B"

Legal Description of Property

Part of the W ½ of Section 35, Township 2 South, Range 35 E. B.M., City of Blackfoot, Bingham County, Idaho described as:

Commencing at the Southwest corner of said Section 35; thence N 00°12'11" E 1843.90 feet along the west line of said section; thence N 90°00'00" E 965.64 feet to the Northwest corner of Deed Instrument No. 654826 and the Easterly line of Arave Lane (Deed Instrument 105045) and the Point of Beginning; thence N 31°41'56" E 329.17 feet along said Easterly line; thence N 61°55'27" W 58.40 feet to the Easterly line of Deed Instrument No. 175853; thence N 18°59'49" W 249.50 feet along said Easterly line and along the Easterly line of Deed Instrument No. 244809; thence N 32°33'11" E 159.30 feet along the Easterly line of Deed Instrument No. 103408; thence along the Southeasterly line of Deed Instrument No. 244809 the following (5) five courses 1) N 59°47'11" E 260.70 feet; 2) thence N 40°23'11" E 475.40 feet; 3) thence S 57°41'49" E 87.40 feet; 4) thence N 48°39'11" E 472.87 feet; 5) thence N 86°25'11" E 82.00 feet; thence S 37°01'49" E 180.30 feet along the West line of Deed Instrument No. 597159; thence N 62°59'59" E 444.60 feet (record bearing N 61°41' E 430.5 feet) to the North-South center section line; thence S 00°00'50" E 49.29 feet along said North-South center section line to the Northwestern right of way of highway 91 as described in Deed Instrument No. 583412; thence along said Northwestern right of way line the following (5) five courses, 1) S 39°12'15" W 710.50 feet to a curve; 2) thence Southwesterly 131.95 feet along a curve to the left, Curve Data = delta 00°54'58", radius 8252.08 feet, Chord Bearing S 38°44'46" W 131.95 feet; 3) thence S 38°17'17" W 525.10 feet to a curve; 4) thence Southwesterly 130.35 feet along a curve to the right, Curve Data = delta 00°54'58", Radius 8152.08 feet, Chord Bearing S 38°44'46" W 130.35 feet; 5) thence S 39°12'15" W 617.14 feet (record distance 613.51 feet) to the Northeasterly line of Deed Instrument No. 416132; thence N 50°54'36" W 166.88 feet along said Northeasterly deed line; thence S 38°55'16" W 66.81 feet along the Northwestern line of said Deed Instrument No. 416132; thence N 50°53'52" W 224.86 feet along the Northeasterly line of Deed Instrument No. 654826 to the POINT OF BEGINNING.

EXCEPTING THEREFROM: part of Quit Claim Deed Instrument No. 105045 in the W ½ of Section 35, Township 2 South, Range 35 E.B.M., City of Blackfoot, Bingham County, Idaho described as:

Commencing at the Southwest corner of said Section 35; thence N 00°12'11" E 2123.97 feet along the West line of said section; thence N 90°00'00" E 1137.61 feet to a point on the East line of said Deed Instrument No. 105045 and the Point of Beginning; thence N 61°55'27" W 58.40 feet; thence N 18°59'49" W 2.21 feet along the East line of Deed Instrument No. 175853; thence N 20°08'32" E 494.44 feet along the West line of Deed Instrument No. 105045 to a point on the Southeasterly line of Deed Instrument No. 244809; thence along said Southeasterly line the following two (2) courses; (1) thence N 59°47'11" E 69.71 feet; (2) thence N 40°23'11" E 22.72 feet to a point on a non-tangent curve on the Northeasterly line of Deed Instrument No. 105045; thence South along said curve 22.96 feet to the right; Curve Data: Radius = 30.00 feet; Chord Bearing S 02°12'58" W 22.40 feet; thence S 20°08'32" W 557.90 feet along the Easterly line of Deed Instrument No. 105045 to the Point of Beginning.

Exhibit "C"

See attached Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Thompson Coburn LLP
One US Bank Plaza, Suite 3500
St. Louis, MO 63101
Att: Holpin J. Burke

(Space Above For Recorder's Use)

GRANT DEED

For value received, Gienco Limited Partnership, an Idaho limited partnership ("Grantor"), grants to Crop Production Services, Inc., a Delaware corporation duly authorized to conduct business in Idaho ("Grantee"), whose current address is 3005 Rocky Mountain Avenue, Loveland, Colorado 80538, and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho, (the "Property"):

See Exhibit A.

together with any and all estate, right, privileges, interests, title, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, and rights-of-way in anywise appertaining to the Property and all improvements located thereon as of the date hereof, subject to the following reservation and specifically excluding all water rights appurtenant to the Property, including Idaho Water Right 27-12180 (the "Water Rights"):

Grantor covenants and agrees, in partial consideration for Grantee consenting and agreeing to permit Grantor to retain the Water Rights and to exclude the Water Rights from the conveyance of the Property to Grantee, that from the date hereof until December 31, 2030, Grantee shall be entitled to utilize the Water Rights for Grantee's industrial use, commercial use or environmental remediation of the Property and related uses and needs in conducting industrial or commercial activities or environmental remediation at and from the Property, including but not limited to such water as may be needed to meet Grantee's requirements for industrial use, commercial use or environmental remediation, subject to the following limitation. The maximum amount of water that Grantee is entitled to use at the Property pursuant to the Water Rights shall be limited to, and will not exceed at any given time, the total allocation of water made available to Grantor pursuant to the Water Rights, and Grantee's use of the Water Rights and Grantor's retention of the Water Rights shall otherwise comply with Idaho law. Grantee's right to such water shall be of first priority as against Grantor or any third party and Grantor shall not use for its own purposes, or for those of any third party, any water allocated under the Water Rights until Grantee's ongoing water needs at the Property have been fully met and satisfied. Grantor may take steps necessary to protect the Water Rights from forfeiture, and Grantee shall reasonably cooperate with Grantor in that regard, including providing existing water withdrawal and usage

records upon request. The foregoing covenant and agreement of Grantor shall not merge with Grantee's closing on the purchase of the Property and shall be ongoing and enforceable by Grantee, its successors and assigns in ownership of the Property. All subsequent owners of the Property after Grantee shall be intended third party beneficiaries of Grantor's covenant and agreement with respect to providing water to the Property until December 31, 2030. Grantor shall take no action that would diminish the Water Rights.

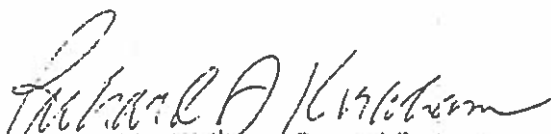
Grantor warrants the Property is free from all encumbrances created or suffered by Grantor, SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; (b) matters that would be disclosed by an inspection or survey of the Property; and (c) any encumbrances, easements, restrictions, and other matters of record, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed effective as of this 31st day of December, 2015.

GRANTOR:

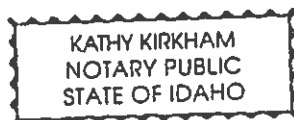
GEMCO LIMITED PARTNERSHIP,
an Idaho limited partnership


Richard D. Kirkham, General Partner

STATE OF IDAHO)
) ss.
County of Bannock)

On this 31st day of December 2015, before me Kathy Kirkham personally appeared **RICHARD D. KIRKHAM**, known or identified to me, to be one of the general partners in the limited partnership of **GEMCO LIMITED PARTNERSHIP**, and the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said limited 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.




Kathy Kirkham
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello Idaho
My Commission Expires 3/13/18

Exhibit A

(Legal Description of the Property)

Part of the W $\frac{1}{2}$ of Section 35, Township 2 South, Range 35 E, B.M., City of Blackfoot, Bingham County, Idaho described as:

Commencing at the Southwest corner of said Section 35; thence N 00°12'11" E 1843.90 feet along the west line of said section; thence N 90°00'00" E 965.64 feet to the Northwest corner of Deed Instrument No. 654826 and the Easterly line of Arave Lane (Deed Instrument 105045) and the Point of Beginning; thence N 31°41'56" E 329.17 feet along said Easterly line; thence N 61°55'27" W 58.40 feet to the Easterly line of Deed Instrument No. 175853; thence N 18°59'49" W 249.50 feet along said Easterly line and along the Easterly line of Deed Instrument No. 244809; thence N 32°33'11" E 159.30 feet along the Easterly line of Deed Instrument No. 103408; thence along the Southeasterly line of Deed Instrument No. 244809 the following (5) five courses 1) N 59°47'11" E 260.70 feet; 2) thence N 40°23'11" E 475.40 feet; 3) thence S 57°41'49" E 87.40 feet; 4) thence N 48°39'11" E 472.87 feet; 5) thence N 86°25'11" E 82.00 feet; thence S 37°01'49" E 180.30 feet along the West line of Deed Instrument No. 597159; thence N 62°59'59" E 444.60 feet (record bearing N 61°41' E 430.5 feet) to the North-South center section line; thence S 00°00'50" E 49.29 feet along said North-South center section line to the Northwestern right of way of highway 91 as described in Deed Instrument No. 583412; thence along said Northwestern right of way line the following (5) five courses. 1) S 39°12'15" W 710.50 feet to a curve; 2) thence Southwesterly 131.95 feet along a curve to the left. Curve Data = delta 00°54'58", radius 8252.08 feet. Chord Bearing S 38°44'46" W 131.95 feet; 3) thence S 38°17'17" W 525.10 feet to a curve; 4) thence Southwesterly 130.35 feet along a curve to the right. Curve Data = delta 00°54'58", Radius 8152.08 feet. Chord Bearing S 38°44'46" W 130.35 feet; 5) thence S 39°12'15" W 617.14 feet (record distance 613.51 feet) to the Northeasterly line of Deed Instrument No. 416132; thence N 50°54'36" W 166.88 feet along said Northeasterly deed line; thence S 38°55'16" W 66.81 feet along the Northwestern line of said Deed Instrument No. 416132; thence N 50°53'52" W 224.86 feet along the Northeasterly line of Deed Instrument No. 654826 to the POINT OF BEGINNING.

EXCEPTING THEREFROM: part of Quit Claim Deed Instrument No. 105045 in the W $\frac{1}{2}$ of Section 35, Township 2 South, Range 35 E, B.M., City of Blackfoot, Bingham County, Idaho described as:

Commencing at the Southwest corner of said Section 35; thence N 00°12'11" E 2123.97 feet along the West line of said section; thence N 90°00'00" E 1137.61 feet to a point on the East line of said Deed Instrument No. 105045 and the Point of Beginning; thence N 61°55'27" W 58.40 feet; thence N 18°59'49" W 2.21 feet along the East line of Deed Instrument No. 175853; thence N 20°08'32" E 494.44 feet along the West line of Deed Instrument No. 105045 to a point on the Southeasterly line of Deed Instrument No. 244809; thence along said Southeasterly line the following two (2) courses: (1) thence N 59°47'11" E 69.71 feet; (2) thence N 40°23'11" E 22.72 feet to a point on a non-tangent curve on the Northeasterly line of Deed Instrument No. 105045; thence South along said curve 22.96 feet to the right; Curve Data: Radius = 30.00 feet; Chord Bearing S 02°12'58" W 22.40 feet; thence S 20°08'32" W 557.90 feet along the Easterly line of Deed Instrument No. 105045 to the Point of Beginning.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 7, 2016

Crop Production Services Inc
3005 Rocky Mountain Ave
Loveland CO 80538

RE: Notice of Security Interest in a Water Right 27-12180

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence adding a security interest to the above referenced water right(s) to you. The department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing an security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Thompson Coburn LLP
GEMCO Ltd Partnership
Holden Kidwell Hahn & Crapo



William H. Metzinger IV
P 314.552.6211
F 314.552.7211
wmetzinger@thompsoncoburn.com

December 31, 2015

RECEIVED
JAN 05 2016

Department of Water Resources
Eastern Region

VIA FEDERAL EXPRESS

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

Re: Notice of Security Interest in Water Right (#27-12180)

Dear Sir or Madam:

Enclosed please find the following original executed form of Notice of Security Interest in a Water Right pertaining to Adjudicated Water Right 27-12180 requesting that Crop Production Services, Inc. ("CPS") be notified of a change in ownership or any proposed or final action to amend, transfer or otherwise modify the aforementioned water right.

Also enclosed is a check in the amount of \$25.00 for processing this request, together with a copy of the fully executed (i) Sale and Purchase Agreement ("PSA") by and between CPS and Gemco Limited Partnership, an Idaho limited partnership, and (ii) Grant Deed (Exhibit C to PSA), both of which include a legal description of the property affected and CPS' interest in the property described therein.

If you should have any questions or need any additional information to satisfy this request, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP

By 
William H. Metzinger IV

WHM/whm

Enclosures

cc: Halpin J. Burke (w/o enclosures)