

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 04 2015
DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-15634	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-9875	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: LNB Farms of Idaho LLC / HWHL, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Silver Butte Holsteins, Inc. / Beus Farms Limited Partnership
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 1580 West Kuna Cave Road Kuna ID 83634
Mailing address City State ZIP
- 208-922-5171 spreisler69@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 01/04/2013
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA
IN FILE # 63-9875

8. Signature: *Maureen* President 04/29/2014
Signature of new owner/claimant Title, if applicable Date
- Signature: *Jeffrey* Manager 04/29/2014
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LST Date 5-4-15 Receipt No. C100395 Receipt Amt. 50.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by *[Signature]* Date 9-1-15



Pioneer Title Co.

BEING RETURNED

610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 537882

2013-050378

RECORDED

11/01/2013 12:50 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 JCRANE

\$16.00

TYPE: DEED

PIONEER TITLE COMPANY OF ADA

ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received

PARCELS 1, 2, 3 and 4:

HWHL LLC, an Idaho limited liability company

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Beus Land & Cattle, LLC

hereinafter referred to as Grantee, whose current address is 1629 Beus Road Kuna, ID 83634

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantor(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 28, 2013

HWHL LLC, an Idaho limited liability company

By: [Signature]
Ben Peterson, Manager

State of UTAH, County of UTAH

On this 29 day of October in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ben Peterson, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Residing at: 532 N 300 W #200, Provo UT 84604
Commission Expires: 11/18/13



LAURIE BURDETT
Notary Public, State of Utah
Commission # 580851
My Commission Expires
November 18, 2013



610 S. Kimball Avenue
Caldwell, ID 83605

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See Exhibit A attached hereto and made a part hereof.

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By: [Signature]
Ben Peterson, Manager

State of Utah, County of Utah

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[Signature]
Residing at: 532 N 300 W #200, Provo UT 84604
Commission Expires: 11/18/13

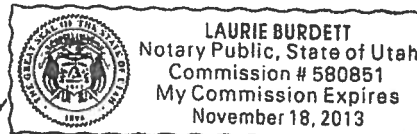


EXHIBIT A

PARCEL 1

The South Half of Section 12, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM the Northerly 25 feet as conveyed to the Nampa Highway District by Warranty Deed recorded July 13, 1966 as Instrument No. 583951.

PARCEL 2

The North Half of Section 13, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM a parcel of land being a portion of the NW¼ of Section 13, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho as shown on the Record of Survey filed as Instrument No. 9801167, in the Offices of the Canyon County Recorder, and being more particularly described as follows:

Commencing at a brass cap marking the West ¼ Corner of said Section 13;
Thence along the South boundary of said NW¼ of Section 13 South 89°27'47" East 40.00 feet to an iron pin on the East right of way line of Southside Boulevard;
Thence along said East right of way line North 00°37'51" East 690.05 feet to an iron pin being the TRUE POINT OF BEGINNING;
Thence continuing North 00°37'51" East 569.95 feet to an iron pin;
Thence leaving said East right of way South 89°27'47" East 330.00 feet to an iron pin;
Thence South 00°37'51" West 600.69 feet to an iron pin;
Thence along a curve to the left having a radius of 280.00 feet, a central angle of 04°00'48", a length of 19.61 feet and a long chord that bears North 89°27'23" West 19.61 feet to an iron pin;
Thence North 89°27'47" West 280.35 feet to an iron pin;
Thence along a curve to the right having a radius of 30.00 feet, a central angle of 90°05'38", a length of 47.17 feet and a long chord that bears North 44°24'58" West 42.46 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land being a portion of the NW¼ of Section 13, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho as shown on Record of Survey filed as Instrument No. 9801167, in the Offices of the Canyon County Recorder, and being more particularly described as follows:

Commencing at a brass cap marking the West ¼ Corner of said Section 13;
Thence along the South boundary of said NW¼ of Section 13 South 89°27'47" East 40.00 feet to an iron pin on the East right of way line of Southside Boulevard, said iron pin being the POINT OF BEGINNING;
Thence along said East right of way line North 00°37'51" East 570.05 feet to an iron pin;
Thence leaving said East right of way line and along a curve to the right having a radius of 30.00 feet, a central angle of 89°54'22", a length of 47.07 feet and a long chord that bears North 45°35'02" East 42.39 feet to an iron pin;
Thence South 89°27'47" East 280.55 feet to an iron pin;
Thence along a curve to the right having a radius of 220.00 feet, a central angle of 05°05'06", a length of 19.52 feet and a long chord that bears South 86°55'14" East 19.52 feet to an iron pin;

Thence South $00^{\circ}37'51''$ West 599.13 feet to an iron pin;
Thence North $89^{\circ}27'47''$ West 330.00 feet along the South line of said NW $\frac{1}{4}$ to the POINT OF
BEGINNING.

PARCEL 3

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13, Township 1 North, Range 2 West, Boise Meridian,
Canyon County, Idaho.

PARCEL 4

The Northwest Quarter of Section 18, Township 1 North, Range 1 West, Boise Meridian, Ada
County, Idaho



63-9875

63-15634

RECORDATION REQUESTED BY:

Community Banks of Colorado, a
division of NBH Bank, N.A.
7251 W. 20th Street
Greeley, Colorado 80634

WHEN RECORDED MAIL TO:

Community Banks of Colorado, a
division of NBH Bank, N.A.
7251 W. 20th Street
Greeley, Colorado 80634

**FIRST AMENDMENT TO MORTGAGE
(ADA COUNTY, IDAHO)**

THIS FIRST AMENDMENT TO MORTGAGE (the "Amendment") is made as of the 30th day of June, 2014, between and among **BEUS FARMS LIMITED PARTNERSHIP**, an Idaho limited partnership, whose address is 1580 Kuna Rd, Kunda, Idaho 83634 ("Grantor"); and **COMMUNITY BANKS OF COLORADO, A DIVISION OF NBH BANK, N.A.**, whose address is 7251 W. 20th Street, Greeley, Colorado 80634 (referred to as "Lender" or "Mortgagee").

RECITALS

A. WHEREAS, Grantor has executed in favor of Mortgagee and delivered the Mortgage ("Mortgage") recorded in the real property records of the Clerk and Recorder of Canyon County, State of Idaho as follows:

Reception No.	Recorded Date
113134770	December 18, 2013

which Mortgage encumbers the real property described therein; and

B. WHEREAS, the Borrowers of the Note secured by the Mortgage have or will enter into an interest rate swap transaction with respect to the Note and Grantor and Mortgagee wish to specifically secure Borrowers' interest rate swap obligations pertaining to the Note with this Mortgage; and

C. WHEREAS, Grantor and Mortgagee have agreed to enter into this Amendment to specifically identify and secure interest rate swap obligations as described herein.

AMENDMENT

NOW THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used in this Amendment which are not defined in this Amendment shall have the meaning assigned to such terms in the Mortgage.

2. **Modification of Mortgage.** The Mortgage is amended as follows:

(a) The definition of "**Indebtedness**" in the Mortgage is amended to read as follows:

Indebtedness. . The word "Indebtedness" means all principal and interest payable under the Note, any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, all Swap Obligations entered into in connection with the Note, and any other obligations of Grantor and/or Borrowers to Lender, now or hereafter existing, together with interest on such amounts as provided in this Mortgage.

(b) The following definitions are added to **Section 1** of the Mortgage:

Commodity Exchange Act. The term "Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Swap. The word "Swap" means any "swap" as defined in Section 1a(47) of the Commodity Exchange Act, as further defined under the Commodity Futures Trading Commission regulations including any adopted jointly with the Securities and Exchange Commission.

Swap Obligation. The term "Swap Obligation" means any obligation of any Borrower to pay or perform under any agreement, contract or transaction that constitutes a Swap between the Lender and one or more Swap Counterparties.

Swap Counterparties. The term "Swap Counterparties" means, with respect to any Swap with Lender, any person or entity that is or becomes a party to such Swap whether at inception, by novation, or otherwise, including any successors of such person or entity

3. **Affirmation of Indebtedness.** The parties hereto further acknowledge and agree that the Indebtedness referred to and secured by the Mortgage has not been satisfied and remains outstanding and shall hereinafter be secured by the property described on Exhibit A to this Amendment.

4. **Continuing Effectiveness.** All terms, covenants, provisions, warranties, representations and conditions of the Note, the Mortgage, all other Loan Documents, except as herein expressly modified, shall remain in full force and effect and shall be enforceable in accordance with their terms.

5. **Entire Agreement.** This First Amendment to Mortgage and all other instruments, documents and agreements executed and delivered by the parties in connection with this Amendment embody the final, entire agreement among the parties hereto, and supercede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties.

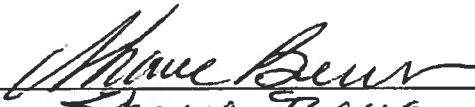
6. **Applicable Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Colorado. This Mortgage has been delivered to Lender and accepted by Lender in the State of Colorado.

7. **Binding Effect.** This Amendment shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Beneficiary, its successors and assigns.

IN WITNESS WHEREOF, this Amendment is executed on the day and date first written above.

GRANTOR:

BEUS FARMS LIMITED PARTNERSHIP, an Idaho limited partnership

By: 
Name: Sharon Beus
Title: Part.

(Signatures continued on next page.)

MORTGAGEE:

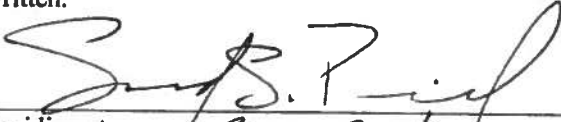
COMMUNITY BANKS OF COLORADO, A DIVISION OF
NBH BANK, N.A.

By: _____
Name: _____
Title: _____

STATE OF IDAHO)
) ss:
County of ADA)

On this 30 day of June, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Beus Farms Limited Partnership, the limited partnership whose name is subscribed to the foregoing and acknowledged to me that he executed the same as its authorized representative.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


Residing at: Canyon County Notary Public for Idaho
My commission expires 7/11/2018



STATE OF COLORADO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Community Banks of Colorado, a Division of NBH Bank, N.A., the national banking association whose name is subscribed to the foregoing and acknowledged to me that he/she executed the same as its authorized representative.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

WITNESS my hand and official seal.

My commission expires:

Notary Public for the State of _____

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS IF YOU HAVE ANY QUESTIONS. CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

JULY 2012 EDITION
Page 1 of 7

ID# _____ DATE 01/04/13

LISTING AGENCY Ag Pro Consulting, LLC Office Phone # 208-546-1194 Fax # 208-493-8777
Listing Agent Garren Apple E-Mail garren@agproconsulting.net Phone # 208-546-1194
SELLING AGENCY Ag Pro Consulting, LLC Office Phone # 208-546-1194 Fax # 208-493-8777
Selling Agent Garren Apple E-Mail garren@agproconsulting.net Phone # 208-546-1194

1. BUYER Silver Butte Holsteins, Inc. and or Assigns
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS Powers Butte Farm - 913 Deeded Acres +/-
Meridian City Ada-Canyon County ID, Zip 83634 legally described as Township 1N Range
ZW Sections 11,12,13 and Township 1N Range 1W Section 1N
OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer)

2. \$ 4,000,000.00 PURCHASE PRICE: Four Million DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs)

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A) \$ 50,000.00 EARNEST MONEY: BUYER hereby deposits Fifty Thousand
DOLLARS as Earnest Money evidenced by: ☒ Cash ☐ Personal check ☐ Cashier's check ☐ Note (give date)
☐ Other _____ and a receipt is hereby acknowledged.
Earnest Money to be deposited in trust account upon receipt or upon acceptance by BUYER and SELLER or ☐ Other _____
and shall be held by ☐ Listing Broker ☐ Selling Broker ☒ Other Pioneer Title Company for the benefit of the parties hereto
THE RESPONSIBLE BROKER SHALL BE Garren Apple

(B) ALL CASH OFFER: ☐ NO BYES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C) \$ _____ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ USDA ☐ RURAL DEVELOPMENT. ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ years (5 if left blank). ☐ Fixed Rate ☐ Other _____ In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ DIVIDED EQUALLY ☐ ON/A.

SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ years (5 if left blank). ☐ Fixed Rate ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ DIVIDED EQUALLY ☐ ON/A.
LOAN APPLICATION: BUYER HAS applied OR shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance. Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was requested. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

(D) \$ _____ ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date attached hereto, signed by both parties.

(E) \$ 3,950,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being assumed or taken subject to, any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted by closing of escrow in: ☐ Cash ☐ Other _____

BUYER'S Initials BA Date 1-4-2013 SELLER'S Initials BA Date 1/7/13

PROPERTY ADDRESS: Powers Bull's Farm 913 Deeded Acres +/- Meridian ID: Powers Bull's Farm Listing

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing.

A. Buyer shall have 75 days Due Diligence period to inspect the farm at its own cost. If prior to the expiration of the Due Diligence, Buyer decides not to continue with this contract via financing or other related items, Buyer shall submit in writing to Seller a cancellation letter and all earnest money shall be fully refunded to Buyer.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below) and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

A. All irrigation equipment including but not limited to 2 irrigation wells, and 1 domestic well.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A) PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (five [5] if left blank) from receipt of the preliminary commitment or not later than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within _____ business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) TITLE COMPANY: The parties agree that _____ Title Company located at _____ shall provide the title policy and preliminary report of commitment.

(C) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects reserved or set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D) EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials JB Date 1-4-2013 SELLER'S Initials BT Date 1/2/13

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10. INSPECTION

Additional inspections: Timeframes:

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES

2) If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

4) If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three (3) if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5. IF BUYER does not give such written notice of cancellation within the time limits specified, BUYER shall conclusively be deemed to have agreed to proceed with the transaction without repairs or corrections other than (a) those which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens, indemnify and hold SELLER harmless from all liability, claims, compensatory damages and costs, and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

1.1. LEAD PAINT DISCLOSURE: The subject PROPERTY is ~~is~~ not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead based paint and all residual lead-containing dusts and soils regardless of the source of the lead if yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead based paint hazard information pamphlet, "Protect Your Family" and (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports, or other information as may be required to the presence of lead-based paint hazards on said PROPERTY. (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead based paint hazards to be completed no later than _____ or the contingency will terminate. (d) that BUYER hereby _____ (warrants/acknowledges/does not waive the right) (e) that if test results show unacceptable amounts of lead based paint on the PROPERTY BUYER has the right to cancel the contract subject to the return of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally if any structure was built before 1978 and is a rental home, apartment or child-occupied facility such as a school or day-care center, Internal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovation: Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. **MOLD DISCLAIMER:** BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

SELLER'S initials (bl) Date: 1/7/13

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PROPERTY ADDRESS: Powers Bull's Farm - 915 Deeded Acres Meridian ID# Power Bull's Farm Listing

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 (dane Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☒ N/A

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 0/0 business days (ten (10) if left blank) (but, in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents. ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$ 0 per 0 and/or PROPERTY TRANSFER FEES of \$ 0 at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

SELLER agrees to pay up to \$ 0 (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

Upon closing SELLER agrees to pay up to EITHER 0 % (N/A if left blank) of the purchase price OR \$ 0 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-inspection Fee				X	Title Ins. Extended Coverage or Owner's Policy - Mortgagee Policy				X
Closing Escrow Fee			X		Additional Title Coverage				X
Lender Document Preparation Fee			X		Fuel in tank - Dollar Amount to be Determined by Supplier				X
Gas Service Fee				X	Domestic Well - Water Potability Test				X
Field Certification/Tracking Fee				X	Domestic Well - Water Productivity Test				X
Lender Required Inspection				X	Septic Inspections				X
Attorney Contract Preparation or Review Fee				X	Septic Pumping				X
Home Warranty Plan				X	Survey				X

18. OCCUPANCY: BUYER ☐ does not intend to occupy PROPERTY as BUYER'S primary residence.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

BUYER'S initials AB Date 1-4-2013

SELLER'S initials BE Date 1/7/13

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 4 of 7

Instant Forms

PROPERTY ADDRESS: Powers Hulte Farm 215 Deeded Acres +/- Meridian ID# 00000000000000000000

20. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately _____ calendar days (three (3) if left blank) prior to close of escrow. NOT AS A CONTINGENCY OF THE SALE but for purposes of advising BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

21. SINGULAR AND PLURAL terms each include the other, when appropriate.

22. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property as defined in §45-525(5)(b) Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq. a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of life insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(c) a "sold" price of real property is not confidential client information.

25. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day".

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, and said holder shall pay any balance of the Earnest Money, one half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

BUYER'S Initials: [Signature] Date: 1-4-2013

SELLER'S Initials: [Signature] Date: 1/7/13

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PROPERTY ADDRESS: GROVERA HULLS FARM - 915 Deeded Acres +/- Meridian ID# Silverado Ranch Farm 198706

32. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a." and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

33. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S)

Section 1

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2

- ☐ A The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT
- ☐ C The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☒ D The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted (or approved by the Idaho real estate commission) and has consented to the relationship confirmed above. In addition, each party confirms that the broker/age's agency office duly was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. **CLOSING** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 04/01/13

The parties agreed that the CLOSING AGENCY for this transaction shall be Pioneer Title Company
located at Caldwell, Idaho

If a long-term escrow collection is involved then the long term escrow holder shall be

36. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M. Property taxes and water assessments (including the last available assessment as a basis) rents, interest and reserves, liens, encumbrances or obligations assumed in fuel tank, and utilities shall be prorated as follows:

37. **ASSIGNMENT:** This Agreement and any rights or interests created here-in ☒ may ☐ may not be sold, transferred, or otherwise assigned.

39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supercedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

39. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

40. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

444 41. ACCEPTANCE This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 01/08/13 at (Local time in
445 which PROPERTY is located) 5:00 AM PM. If acceptance of this offer is received after the time specified it shall not be binding on
446 the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER returning HERE _____ If
447 BUYER timely approves of SELLER's late acceptance, an initial copy of this Agreement shall be immediately delivered to SELLER.

BUYER'S Initials (JB) Date 1-4-2013 SELLER'S Initials (60) Date 1/7/13

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PROPERTY ADDRESS: Powers Butte Farm - 915 Deeded Acres +/- Meridian ID# Powers Butte Farm Listing

42. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S) (Specify number of BUYER addendum(s) attached)

BUYER I ☒ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature Jeffrey Beus BUYER (Print Name) Jeffrey Beus
 Date 1-4-2013 Time 4:00 ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address 1629 Beus Rd. City _____ State _____ Zip _____
 E-Mail jeffreybeus@gmail.com Fax # _____

BUYER II ☐ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature _____ BUYER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

43. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement, and agree to carry out all the terms thereof on the part of the SELLER.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER I ☒ does ☐ does not currently hold an active Idaho real estate license.

SELLER Signature Ben Peterson SELLER (Print Name) _____
 Date 1/7/13 Time 10:00 ☐ A.M. ☒ P.M. Phone # 801 319-7874 Cell # _____
 Address 1711 N. Charapple Dr. EG City Orem State UT Zip 84057
 E-Mail ben.peterson@gmail.com Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER II ☐ does ☐ does not currently hold an active Idaho real estate license.

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

RE-13 COUNTER OFFER # 1 (1, 2, 3 etc.) JULY 2012 EDITION
Page 1 of 1

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated 01/04/13

2

3 ADDRESS T1M R2W Sections 12,13; T1M R1W Section 18 ID# Powers Butte Farm Listing

4

5 BUYER Silver Butte Holsteina, Inc. and or Assigns

6

7 SELLER HWHL, LLC

8

9 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes

10 ☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 11 true copy of signed acceptance of this Counter Offer within the time frame specified herein

12 ☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein

14 A. Purchase price to be \$4,300,000.

15 B. Seller to either assign current Agricultural Lease to Buyer, or obtain a
 16 written resolution signed by the current Tenant, Grasslands, LLC and Seller
 17 of an agreed upon lease termination expense.

18 C. Subject Property for sale to be located in Township 1N Range 2W Sections
 19 12,13 and Township 1N Range 1W Section 18.

20 D. All other terms and conditions to remain the same.

21 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 22 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 23 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 24 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 25 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

26 If a signed acceptance is not delivered on or before (date) 01/10/13 at 5:00 ☐ A.M. ☒ P.M.
 27 this Counter Offer shall be deemed to have expired.

28 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 29 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 30 or electronic transmission shall be deemed to be the same as delivery of an original.

31 SELLER [Signature] Date 1/7/13 Time 10:00 ☐ A.M. ☒ P.M.

32 SELLER [Signature] Date _____ Time _____ ☐ A.M. ☐ P.M.

33 BUYER [Signature] Date 1-9-2013 Time 8:00 ☒ A.M. ☐ P.M.

34 BUYER [Signature] Date _____ Time _____ ☐ A.M. ☐ P.M.



ADDENDUM #

1

All addendums shall be numbered sequentially.

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT IN FULL. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Date 03/18/13

This is an ADDENDUM to the ☒ Purchase and Sale Agreement ☐ Other _____
Addendum means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term).

AGREEMENT DATED 01/04/11 ID # Powers Butte Farm ListingADDRESS Powers Butte Farm - 515 Deeded Acres - Meridian, ID 8344BUYER(S) Silver Butte Holsteins, Inc. and or AssignsSELLER(S) BWHL, LLC

The undersigned parties hereby agree as follows:

- A. The Due Diligence period shall be extended until October 1st, 2013.
- B. From the deposited \$50,000 earnest money by the Buyer, \$25,000 shall become non-refundable to Buyer upon fully execution of this Addendum. Earnest money will continue to be credited towards the purchase price.
- C. Closing between Buyer and Seller shall be on or before November 1st, 2013.
- D. Paragraph B in Counter Offer #1 dated 1/9/2013 shall be removed. Seller will immediately put Tenant, Grasslands, LLC on notice of sale and request that Buyer will take possession of farmland upon harvest as per the lease agreement between Seller and Grasslands, LLC. As per the lease agreement with Grasslands, the lease will terminate October 31st, 2013.
- E. All other terms and conditions to remain the same.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement shall be made an integral part of the aforementioned Agreement.

BUYER [Signature] Date 3/19/2013
Silver Butte Holsteins, Inc.
BUYER _____ Date _____
SELLER [Signature] Date 3/21/13
BWHL, LLC
SELLER _____ Date _____

FILED EFFECTIVE



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

05 NOV 17 PM 2:34

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

HWHLLI LLC

2. The street address of the initial registered office is:

3007 Can-Ada Road Melba, Idaho 83641

and the name of the initial registered agent at the above address is:

Ben Peterson

3. The mailing address for future correspondence is:

1171 N. Cherapple Drive Orem, Utah 84097

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Ben Peterson1171 N. Cherapple Drive Orem, Utah 84097

6. Signature of at least one person responsible for forming the limited liability company:

Signature: Layne BangerterTyped Name: LAYNE BANGERTERCapacity: ORGANIZER

Signature _____

Typed Name: _____

Capacity: _____

Secretary of State use only

s:\compliance\LLC forms\articles of organization.pdf
Revised 07/2002

Web Form

IDAHO SECRETARY OF STATE
11/17/2005 05:00
CK: 661826 CT: 172899 BH: 922720
I @ 100.00 = 100.00 ORGAN LLC # 2

W44704

FILED EFFECTIVE

254



10 NOV 22 AM 8:56
**AMENDMENT TO
CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**
STATE OF IDAHO

(Instructions on back of application)

1. The name of the limited liability company is:
HWHL II, LLC
2. The name of the limited liability company is amended to read:

3. The date the certificate of organization was originally filed: Nov. 17th 2005
4. The complete street and mailing addresses of the designated principal office is amended to:
2890 NW, 11th Ave Meridian, ID 83646
5. The mailing address for future correspondence (annual reports) is amended to:
1711 N. Clerapple Drive, Orem Utah 84087
6. The name and address of the managers/members shall be amended as follows:

Name	Address	Add	Delete	Other
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____
7. Signature of an authorized person.

Signature

Ben Peterson
Typed Name

Signature

Typed Name

Secretary of State use only

IDAHO SECRETARY OF STATE
11/22/2010 05:00
CK: 1821 CT: 252974 BH: 1248887
1 @ 30.00 = 30.00 ORGAN AMEN # 2

W 44704

FILED EFFECTIVE



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

05 NOV -1 PM 2: 22

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

HWHL LLC

2. The street address of the initial registered office is:

3007 Can-Ada Road Melba, Idaho 83641

and the name of the initial registered agent at the above address is:

Ben Peterson

3. The mailing address for future correspondence is:

1711 N. Cherapple Drive Orem, Utah 84097

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Ben Peterson1711 N. Cherapple Drive Orem, Utah 84087

6. Signature of at least one person responsible for forming the limited liability company:

Signature: Ben PetersonTyped Name: Ben PetersonCapacity: Manager

Signature _____

Typed Name: _____

Capacity: _____

Secretary of State use only

5-formal-LLC-form-articles-of-organization.pdf
Revised 07/2002

Web Form

IDAHO SECRETARY OF STATE
11/01/2005 05:00
CK: 649135 CT: 172899 BH: 919995
1 @ 100.00 = 100.00 ORGAN LLC # 3

W44209



**AMENDMENT TO
CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

10 NOV 22 AM 8:56

SECRETARY OF STATE
STATE OF IDAHO

(Instructions on back of application)

1. The name of the limited liability company is:

HWHL, LLC

2. The name of the limited liability company is amended to read:

3. The date the certificate of organization was originally filed: Nov. 1st - 2005

4. The complete street and mailing addresses of the designated principal office is amended to:

2890 NW, 11th Ave Meridian-ID 83646

5. The mailing address for future correspondence (annual reports) is amended to:

1711 N. Cherokee Drive, Orem UT 84087

6. The name and address of the managers/members shall be amended as follows:

<u>Name</u>	<u>Address</u>	<u>Add</u>	<u>Delete</u>	<u>Other</u>
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____

7. Signature of an authorized person.

Ben Peterson

Signature

Ben Peterson

Typed Name

Signature

Typed Name

Secretary of State use only

IDAHO SECRETARY OF STATE
11/22/2010 05:00 /
CK: 1021 CT: 252974 DH: 1248867
1 @ 30.00 = 30.00 ORGAN AMEN # 3

amend_domestic_LLC.pptd Nov. 07/2010

W44209

FILED EFFECTIVE

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

04 SEP 15 PM 4:48

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

L and B Farms of Idaho LLC

2. The street address of the initial registered office is:

3007 Can-Ada Road, Melba, Idaho 83641

and the name of the initial registered agent at the above address is:

Layne R. Bangerter

3. The mailing address for future correspondence is:

3007 Can-Ada Road, Melba, Idaho 83641

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Layne R. Bangerter3007 Can-Ada Rd. Melba, Idaho 83641John B. Peterson1711 N. Cherrapple Dr. Orem, Utah 84097

6. Signature of at least one person responsible for forming the limited liability company:

Signature: *Layne R. Bangerter*Typed Name: Layne R. BangerterCapacity: Member Owner

Signature: _____

Typed Name: John B. PetersonCapacity: Member Owner

Secretary of State use only

IDAHO SECRETARY OF STATE
 09/15/2004 05:00
 CK: 9154494765KDW CT: 172099 BH: 766229
 1 @ 100.00 = 100.00 ORGAM LLC # 2

W 33251



ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

JAN 13 PM 1:55

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is: L AND B FARMS OF IDAHO LLL

2. The date the articles of organization were filed was: _____

COMPLETE ONLY THE APPLICABLE ITEMS

3. The name of the limited liability company is amended to read: LNB FARMS OF IDAHO LLL

4. The latest date certain upon which the limited liability company will dissolve is amended to read: _____

5. The management of the limited liability company shall henceforth be vested in
☐ Manager(s) ☐ Members.

6. The information on managers/members shall be amended as follows:

Name:	Address:	Add:	Delete:	Other:
ARMAN RANGELER	10024 S 10424 S 2700W	SUITE 200 ☒	☐	_____
_____	S Jordan UT 84095	☐	☐	_____
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____
_____	_____	☐	☐	_____

7. Signature of at least one manager, if any, or at least one member.

Signature Wayne R. Bunge Owner/Manager
Typed Name _____ Capacity _____

Signature _____
Typed Name _____ Capacity _____

Secretary of State use only

IDAHO SECRETARY OF STATE
01/13/2005 05:00
CK: 4978 CT: 185198 BH: 787142
1 @ 38.00 = 38.00 ORGAN AMEN # 2

W 33251

FILED EFFECTIVE

254



**AMENDMENT TO
CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

10 NOV 22 AM 8:56

SECRETARY OF STATE
STATE OF IDAHO

(Instructions on back of application)

1. The name of the limited liability company is:
LNB Farms of Idaho, LLC
2. The name of the limited liability company is amended to read:

3. The date the certificate of organization was originally filed: Sept. 15th 2004
4. The complete street and mailing addresses of the designated principal office is amended to:
2890 NW, 11th Ave Meridian ID 83646
5. The mailing address for future correspondence (annual reports) is amended to:
1171 N. Clergipie Dr. Orem Utah 84097
6. The name and address of the managers/members shall be amended as follows:

Name	Address	Add	Delete	Other
<u>Norman Bangerter</u>	<u>10424 S. 2700w. South Jordan UT 84095</u>	☐	☒	_____
<u>Layne Bangerter</u>	<u>3007 Con Arts Rd. Meridian ID 83641</u>	☐	☒	_____
_____	_____	☐	☐	_____
7. Signature of an authorized person.

Signature

John B. Peterson

Typed Name

Signature

Typed Name

Secretary of State use only

IDAHO SECRETARY OF STATE
11/22/2010 05:00
CK: 1021 CT: 252974 BH: 1248887
10 30.00 = 30.00 ORGAN AMEN 04

amend_domestic_LLC.pmd Nov 07/2010

W33251

State of Idaho

Office of the Secretary of State

LIMITED LIABILITY COMPANY REINSTATEMENT CERTIFICATE

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that the articles of organization of **LNB FARMS OF IDAHO LLC**, file number W 33251, a limited liability company organized under the laws of the State of Idaho, was administratively dissolved on December 7, 2010, for failure to file the required annual report form by the date due.

I FURTHER CERTIFY That the limited liability company has on January 25, 2011, been reinstated on the records of this office, and that its articles of organization in the State of Idaho are hereby restored.

Dated: January 25, 2011



Ben Ysursa

SECRETARY OF STATE

By *Cynthia*

ID - 505

1/12/2011 11:47:01 AM

FILED EFFECTIVE

11 JAN 25 AM 8:22

SECRETARY OF STATE
STATE OF IDAHO

217



APPLICATION FOR REINSTATEMENT

To the SECRETARY OF STATE, STATE OF IDAHO

1. The name of the Idaho limited liability company applying for reinstatement following administrative dissolution or forfeiture, if available, is:
LNB FARMS OF IDAHO LLC
2. The date of its organization was: **September 15, 2004**
3. The limited liability company hereby applies for reinstatement. If the entity name is unavailable, a certificate of amendment for a name change must be attached.

Signature:

Manager/Member:

Ben Peterson

Date:

1/12/11

(must be signed by a manager or member of the LLC)

Secretary of State use only

IDAHO SECRETARY OF STATE
01/25/2011 05:00
CX: 1024 CT: 252974 IN: 1256855
1 @ 30.00 = 30.00 CORP REINS # 2