

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 15 2013

Notice of Change in Water Right Ownership IDWR/NORTHERN

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
91-07186	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: WESTSLOPE PROPERTIES
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): PATRIOT INVESTMENTS LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
7 WATER ST, SUITE 600
Mailing address
BOSTON MA 02109
City State ZIP
617-832-2944 gkrikorian@forestcap.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: _____

6. 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.

7. Signature: [Signature] MANAGING MEMBER
Signature of new owner/claimant Title, if applicable FOREST CAPITAL PARTNERS, LLC Date 9/30/2013
MANAGER OF PATRIOT INVESTMENTS LLC

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date 10/15/2013 Receipt No. N030167 Receipt Amt. 25.00
Approved by _____ Processed by [Signature] Date 10-23-2013

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTSLOPE PROPERTIES INC.", CHANGING ITS NAME FROM "WESTSLOPE PROPERTIES INC." TO "TRESTLE PROPERTIES INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 2011, AT 11 O'CLOCK A.M.

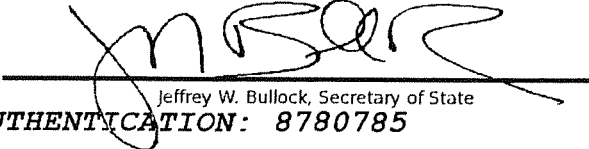
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3770355 8100

110587913

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8780785

DATE: 05-23-11

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
Westslope Properties Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "I" _____ " so that, as amended, said Article shall be and read as follows:

The name of the Corporation is Trestle Properties Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 16th day of May, 2011.

By: [Signature]
Authorized Officer

Title: President

Name: Scott R. Jones
Print or Type

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of September 26, 2012 by and between Trestle Properties Inc., a Delaware corporation (the "Assignor"), and Patriot Investments LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is a wholly-owned subsidiary of the Assignee;

WHEREAS, the Assignor has entered into a Plan of Liquidation and Dissolution dated August 1, 2012 (the "Plan"), pursuant to which certain assets and liabilities of the Assignor (the "Assets and Liabilities") shall be assigned to the Assignee; and

WHEREAS, the Assignor and the Assignee are entering into this Assignment in connection with the assignment of the Assets and Liabilities contemplated by the Plan;

NOW, THEREFORE, in accordance with the terms and provisions of the Plan and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption of Assets and Liabilities. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Assets and Liabilities, described in Exhibit A attached hereto, and the Assignee hereby assumes and agrees to perform all of the Assignor's obligations arising under and in connection with the Assets and Liabilities.

2. Further Assurances. Each of the Assignor and the Assignee shall take such actions and furnish such documents as may be reasonably necessary in order to effectuate the purposes of this Agreement.

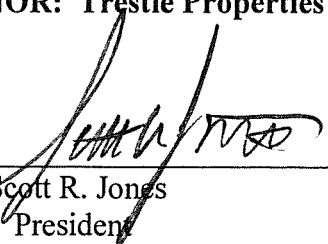
3. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be construed together as a single instrument.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of Massachusetts.

[The remainder of this page is intentionally left blank.]

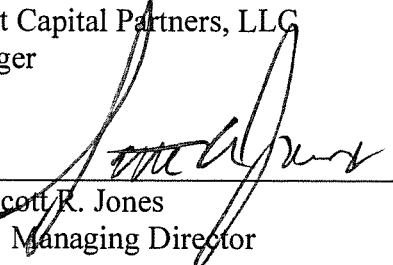
IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first written above.

ASSIGNOR: Trestle Properties Inc.



Name: Scott R. Jones
Position: President

ASSIGNEE: Patriot Investments LLC
By Forest Capital Partners, LLC
Its Manager



By: _____
Name: Scott R. Jones
Position: Managing Director

EXHIBIT A

ASSETS AND LIABILITIES OF THE ASSIGNOR

1. All of the rights, obligations and interests of the Assignor under that certain Purchase and Sale Agreement dated March 14, 2012 by and among the Assignor, the Assignee, Meriwether Investments LLC, Gallatin Investments LLC, Grouse Peak LLC, Colter Ridge Properties Inc., LaMinora Properties Inc., Orson Properties, LLC and Forest Capital Partners, LLC (collectively, the “Sellers”) and Hancock Natural Resource Group, Inc. (the “Purchaser”), as amended (the “Purchase Agreement”), and all of the rights, obligations and interests of the Assignor under those documents, agreements and instruments entered into by the Assignor in connection with the closing of the transactions contemplated by the Purchase Agreement.
2. All of the rights, obligations and interests of the Assignor under that certain Escrow Agreement dated June 8, 2012 by and among the Sellers, the Purchaser and First American Title Insurance Company, as amended (the “Escrow Agreement”), including, without limitation, all of the interests of the Assignor in and to the Deposit Funds and the Indemnification Escrow Cash (as such terms are defined in the Escrow Agreement).
3. Any cash.
4. Any accounts payable and accounts receivable.
5. Any federal, state, local or other income tax or other tax liabilities that are due or may become due.
6. Any refunds or claims to refunds of any taxes that are receivable or may become receivable.
7. Any fixed assets and personal property.
8. Any obligations under any current, threatened or potential litigation.
9. Any third party claims.
10. Any remaining assets and liabilities that are not otherwise distributed under the terms of the Plan.

JERRY WHITE
SHOSHONE COUNTY ASSESSOR
700 BANK STREET - SUITE 100
WALLACE, IDAHO 83873
(208) 752-1202

2013

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

PATRIOT INVESTMENTS LLC
C/O FOREST CAPITAL PARTNER LLC
7 WATER ST STE 600
BOSTON MA 02109-4104



For any questions, please notify the Assessor's Office immediately
Assessor's Telephone Number: (208) 752-1202

Appeals of your property value must be filed in writing on a form
provided by the County by:

JUNE 24, 2013 5:00PM

See back of this notice for more information.

Parcel Description: 1300:462800 PTN LOTS 1-8-9
17-45-5

Parcel Number: RP 45N05E171300 A

Tax Code Area: 12-0000

Parcel Address:

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
6 FORESTLAND PROD	7.642 AC		3,450
10 RURAL HOMESITE	1.000 AC		17,510
19 WASTE	1.558 AC		
31 RURAL RES BLDG			75,400
SUBTOTAL:	10.200		96,360
LESS HOMEOWNER'S EXEMPTION:			
NET TAXABLE PROPERTY VALUES:			96,360

BUDGET HEARING INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY SCHL #394 OTHER SCH394 BDGT STA COUNTY RD & BR RECEIVED JUN 3 2013 FCP - BOSTON		752-1264 245-2479 245-2479 752-1264	09/03/2013 06/13/2013 06/13/2013 09/03/2013
SUBTOTAL:			
+ FEES:			
= TOTAL:			

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See the back of this Notice for details.

