

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 29 2013

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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?
15-7142	Yes ☐		Yes ☐		Yes ☐
15-7134	Yes ☐		Yes ☐		Yes ☐
15-7252 permit	Yes ☒	per JC (Purchase & Sale agreement)			
15-7335 permit	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Norman Howell / Howell Family Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): North Ridge Farms LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

PO Box 122

Mailing address

Malad City ID 83252

City State ZIP

(208) 390-2932

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: December 2012
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] Title, if applicable: Managing Member Date: 3-21-13

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: [Signature] Date: 3/29/2013 Receipt No. E038538 Receipt Amt. \$100.-

Approved by: [Signature] Processed by: [Signature] Date: 4/23/2013

NTO-62914
North Ridge Farms, LLC
P.O. Box 217
Tetonia, ID 83452

RECEIVED
FEB 25 2013
Department of Water Resources
Eastern Region

149163
27 December 2012
3:45
Nathan Murphy
Onida Co. Recorder
22.00
Deputy
Nathan T. H. Co.

WARRANTY DEED

Parcels 1, 2, and 3: Norman L. Howell aka Norman Howell and Helen E. Howell, husband and wife, individually and Norman L. Howell aka Norman Howell and Helen E. Howell, Trustees of the Howell Family Trust, as their interests may appear
Parcel 1 A: A-1 Drive In

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to
North Ridge Farms, LLC

Grantee(s) of Tetonia, County of Teton, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See attached exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this December 27, 2012.

Norman L. Howell aka Norman Howell and Helen E. Howell, Trustees of the Howell Family Trust

Norman L. Howell
Norman L. Howell
aka Norman Howell

Helen E. Howell
Helen E. Howell

Norman L. Howell
Norman L. Howell
aka Norman Howell
Individually

Helen E. Howell
Helen E. Howell
Individually

A-1 Drive In

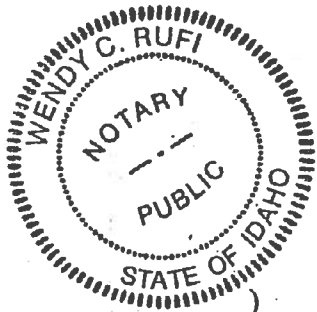
Norman L. Howell
Norman L. Howell
Member/Manager

Helen E. Howell
Helen E. Howell
Member/Manager

SCANNED

State of: Idaho)
County of: Oneida)ss:

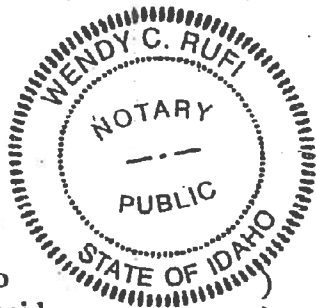
On this 27 day of December, 2012, before me, a Notary Public in and for said State, personally appeared, Norman L. Howell aka Norman Howell and Helen E. Howell, Trustees of the Howell Family Trust and the persons whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as such Trustee(s).



Wendy C. Ruffi
Notary Public
Residing: Downey ID
Expires: 2-28-2017

State of ID)
County of Oneida)ss:

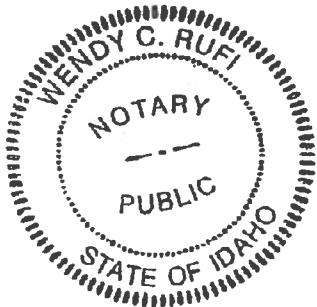
On December 27, 2012, personally appeared before me Norman L. Howell aka Norman Howell and Helen E. Howell the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



Wendy C. Ruffi
Notary Public
Residing: Downey ID
Expiration: 2-28-2017

State of Idaho)
County of Oneida)ss:

On December 27, 2012, personally appeared before me Norman L. Howell and Helen E. Howell, who, being by me duly sworn, did say that he is the Manager/Member of A-1 Drive In, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Wendy C. Ruffi
Notary Public
Residing: Downey ID
Expires: 2-28-2017

Exhibit "A"

PARCEL 1:

Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho.

Section 8: SE1/4

Section 9: SW1/4NE1/4; SE1/4NW1/4; SW1/4

Section 16: E1/2NE1/4

PARCEL 1A:

Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho.

Section 16: North Half of the South Half

PARCEL 2:

SECTION 15 TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 15: NW1/4; NE1/4SW1/4

INCLUDING ALSO DESCRIBED AS FOLLOWS:

BEGINNING 40 RODS SOUTH AND 105 RODS WEST OF THE NORTHEAST CORNER OF SECTION 15 TOWNSHIP 16 SOUTH, RANGE 36 EAST BOISE MERIDIAN, ONEIDA COUNTY IDAHO; THENCE RUNNING SOUTH 8° 15' EAST ALONG RIGHT OF WAY OF MALAD BRANCH, OREGON SHORT LINE RAILROAD, 80 1/2 RODS; THENCE WEST 66 RODS THENCE NORTH 80 RODS; THENCE EAST 55 RODS TO THE POINT OF BEGINNING. T-1626

ALSO BEGINNING 80 RODS WEST AND 40 RODS SOUTH OF THE NORTHEAST CORNER OF SECTION 15 TOWNSHIP 16 SOUTH RANGE 36 EAST BOISE MERIDIAN, ONEIDA COUNTY, IDAHO; THENCE RUNNING WEST 19 RODS TO RIGHT OF WAY OF MALAD BRANCH OREGON SHORT LINE RAILROAD; THENCE SOUTH 8° 15' EAST ALONG SAID RIGHT OF WAY 80 1/2 RODS THENCE EAST 8 RODS; THENCE NORTH 80 RODS TO THE POINT OF BEGINNING. T-1627.

ALSO; SECTION 15, TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY IDAHO;
BEGINNING AT A POINT 168 FEET SOUTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY IDAHO, AND RUNNING THENCE SOUTH 484.3 FEET; THENCE EAST 907 FEET TO RAILROAD RIGHT OF WAY; THENCE NORTH 8° 15' WEST ALONG WEST EDGE OF RAILROAD RIGHT OF WAY 489.3 FEET; THENCE WEST 837 FEET TO THE PLACE OF BEGINNING. T-335.

ALSO;

TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY IDAHO,
SECTION 15: WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

ALSO;

TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:

SECTION 15: EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15, A 5/8" REBAR WITH ALUMINUM CAP MARKED PLS 843, IN THE CENTERLINE OF 9500 SOUTH, A COUNTY ROAD; THENCE SOUTH 89° 51' 54" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1615.86 FEET TO A POINT ON THE CENTERLINE OF SAID 9500 SOUTH; THENCE SOUTH 00° 05' 44" WEST 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID 9500 SOUTH, SAID POINT MONUMENTED WITH A 1/2" REBAR AND A PLASTIC CAP MARKED PLS 843 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 05' 44" WEST 709.03 FEET TO A 1/2" REBAR AND A PLASTIC CAP MARKED PLS 843; THENCE SOUTH 89° 51' 54" EAST 492.97 FEET TO A 1/2" REBAR AND A PLASTIC CAP MARKED PLS 843; ON THE WESTERLY RIGHT-OF-WAY OF 300 EAST, A COUNTY ROAD; THENCE NORTH 06° 50' 14" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF SAID 300 EAST A DISTANCE OF 713.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID 9500 SOUTH, MONUMENTED WITH A 1/2" REBAR AND A PLASTIC CAP MARKED PLS 343; THENCE NORTH 89° 51' 54" WEST 576.78 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15 FROM WHICH THE NORTH QUARTER CORNER OF SECTION 15 BEARS NORTH 00° 20' 28" WEST;

THENCE NORTH 00° 20' 28" WEST 1294.20 FEET, ALONG THE EAST BOUNDARY OF THE WEST ONE-HALF OF SECTION 15 TO A 5/8" REBAR AND CAP LABELED "ALLEN LAND SURVEYING, PLS 9163" AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NORTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 15; THENCE NORTH 89° 36' 00" WEST 81.28 FEET ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A 5/8" REBAR AND CAP AT THE WEST RIGHT OF WAY LINE OF 300 EAST, A COUNTY ROAD, SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 89° 36' 00" WEST 145.00 FEET ALONG SAID SOUTH BOUNDARY TO A 5/8" REBAR AND CAP;

THENCE NORTH 01° 27' 00" EAST 140.12 FEET TO A 5/8" REBAR AND CAP;

THENCE NORTH 08° 53' 40" WEST 1351.06 FEET TO A 5/8" REBAR AND CAP;

THENCE NORTH 81° 06' 20" EAST 145.00 FEET TO A 5/8" REBAR AND CAP AT THE WEST RIGHT OF WAY LINE OF 300 EAST;

THENCE SOUTH 08° 53' 40" EAST 1298.87 FEET ALONG SAID RIGHT OF WAY LINE TO THE BEGINNING OF A 720.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE (RIGHT OF WAY LINE) THROUGH A CENTRAL ANGLE OF 10° 20' 40" A DISTANCE OF 129.99 FEET TO THE POINT OF TANGENCY (CHORD = SOUTH 03° 43' 20" EAST 129.82 FEET);

THENCE SOUTH 01° 27' 00" WEST 85.55 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL 3:

TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY IDAHO,
Section 21: SW1/4NE1/4; W1/2SE1/4; SE1/4SE1/4; S1/2NE1/4SE1/4

ALSO:

Commencing at the Southwest corner of the Northwest Quarter of Section 22, Township 16 South, Range 36 East, Boise Meridian, Oneida County Idaho, thence south 40 rods; thence West 2 rods, thence North 42 rods; thence East 2 rods; thence South 2 rods to the place of beginning. Except the North 2 Rods X 2 Rods.

Together with an Easement over and across the following, the South 32 feet of the South 1/2 of the North West 1/4, of Section 22, Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho as described in Easement recorded on April 11, 2006 under instrument number 138895.

NTO-62914
North Ridge Farms, LLC
P.O. Box 217
Tetonia, ID 83452

RECEIVED
FEB 20 2013
Department of Water Resources
Eastern Region

WARRANTY DEED

Parcels 1, 2, and 3: Norman L. Howell aka Norman Howell and Helen E. Howell, husband and wife, individually and Norman L. Howell aka Norman Howell and Helen E. Howell, Trustees of the Howell Family Trust, as their interests may appear

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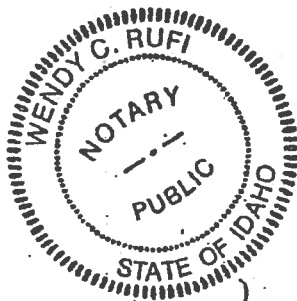
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SCANNED

State of: Idaho)
County of: Oneida)ss:

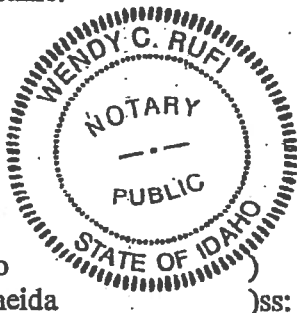
On this 27 day of December, 2012, before me, a Notary Public in and for said State, personally appeared, Norman L. Howell aka Norman Howell and Helen E. Howell, Trustees of the Howell Family Trust and the persons whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as such Trustee(s).



Wendy C. Rufi
Notary Public:
Residing: Downey ID
Expires: 2-28-2017

State of ID)
County of Oneida)ss:

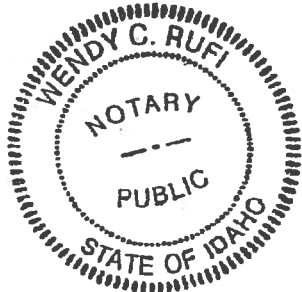
On December 27, 2012, personally appeared before me Norman L. Howell aka Norman Howell and Helen E. Howell the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



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Notary Public
Residing Downey ID
Expiration 2-28-2017

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County of Oneida)ss:

On December 27, 2012, personally appeared before me Norman L. Howell and Helen E. Howell, who, being by me duly sworn, did say that he is the Manager/Member of A-1 Drive In, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Wendy C. Rufi
Notary Public:
Residing: Downey ID
Expires: 2-28-2017

Exhibit "A"

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Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho.

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Section 9: SW1/4NE1/4; SE1/4NW1/4; SW1/4

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IDAHO:

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PARCEL 3:

TOWNSHIP 16 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY IDAHO,
Section 21: SW1/4NE1/4; W1/2SE1/4; SE1/4SE1/4; S1/2NE1/4SE1/4

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Except the North 2 Rods X 2 Rods.

Together with an Easement over and across the following, the South 32 feet of the South 1/2 of the North West 1/4, of Section 22, Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho as described in Easement recorded on April 11, 2006 under instrument number 138895.

SCANNED

FFR 2 8 2010



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

11 FEB -3 AM 8:44

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

North Ridge Farms LLC

2. The complete street and mailing addresses of the initial designated/principal office:

9921 West Rim Place

(Street Address)

Post Office Box 217, Teton, Idaho 83452

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

John Tyler Hoopes

(Name)

25 South Cutler, Sugar City, Idaho 83448

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

John Tyler Hoopes

Post Office Box 237, Sugar City, Idaho 83448

5. Mailing address for future correspondence (annual report notices):

Post Office Box 217, Teton, Idaho 83452

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

J. Tyler Hoopes

Typed Name: John Tyler Hoopes

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE
02/03/2011 05:00
CK: 5156 CT: 255072 BH: 1250283
1 @ 100.00 = 100.00 ORGAN LLC 0 2

W100181



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2012 EDITION

Page 1 of 7



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.

ID# Hoopes #2 DATE 11-26-2012

LISTING AGENCY Idaho Real Estate Group Office Phone # 208-766-5000 Fax # 888-528-5055
Listing Agent Mike Atkinson E-Mail mikeatk@gmail.com Phone # 208-760-9349
SELLING AGENCY Idaho Real Estate Group Office Phone # 208-766-5000 Fax # 888-528-5055
Selling Agent Mike Atkinson E-Mail mikeatk@gmail.com Phone # 208-760-9349

1. BUYER: North Ridge Farms LLC (Tyler Hoopes)
(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 Howell Farm 1101.274 acres approximately (excluding main home and 5 acres)
Malad City Oneida County, ID, Zip 83252 legally described as: see addendum A (15 pages)

OR Legal Description Attached as addendum # A (Addendum must accompany original offer.)

2. \$ 1,600,000.00 PURCHASE PRICE: One Million Six Hundred Thousand and Zero/100 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). \$ 25,000.00 EARNEST MONEY: BUYER hereby deposits Twenty-Five Thousand and Zero/100
DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due 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 Earnest money to be
mailed to Idaho Real Estate Group upon acceptance by all parties and deposited upon receipt.
and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other Linda Arbuckle for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Linda Arbuckle

(B). ALL CASH OFFER: ☒ NO ☐ YES 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). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL
DEVELOPMENT, ☒ OTHER Seller Finance with interest not to exceed 5 % for a period of
12 year(s) at: ☒ 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 n/a point(s) plus origination fee if any.
SELLER shall pay no more than n/a point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally
☒ N/A.

☐ SECOND LOAN of \$ 0.00 with interest not to exceed 0 % for a period of 0 year(s) at: ☐ Fixed Rate
☐ Other 0. BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than
0 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/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 strict 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 required. 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). \$ 1,575,000.00 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 at closing of escrow in: ☒ Cash ☐ Other

BUYER'S Initials (M/A) Date 11-26-12

SELLER'S Initials (M/A) (H/EH) Date 11-30-12

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately/ excluding Malad ID#: Hoopes #2

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 Buyer to put \$400,000 down and seller to finance the balance of \$1,200,000 for 20 years at 2% - 5% interest with annual payments. Buyer can pay off the loan early without any prepayment penalties. Buyers to have first option to purchase the Howell home with 5 acres for a period of 2 years. Sellers to have all personal property and trash off of the property no later than April 1st, 2013. Sellers to be moved out of the old home within 45 days of closing. All Cattle leases to be terminated no later than March 1st, 2013. Seller guarantees buyer that the diesel generator and irrigation system on the south property will produce enough water to adequately operate the pivot by itself and also the 2 wheel lines by themselves by no later than March 1st, 2013 or their will be a fine of \$20,000 to be paid to the buyer. Shop interior to be cleaned out by January 31st, 2013. The seller agrees to release south irrigated property/ pivot and two wheel lines and additional dry farm ground to the lienholder with a total value not to exceed \$571,429 in order to secure the \$400,000 down. Field work payment (90 acres at \$25/acre) that has been done by the buyer for the seller will be waived if seller agrees to this contract.

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: All water rights, water permits, statutory water claims, and Samaria Lake Irrigation water shares, wells, old home and out buildings, pipe trailer, all irrigation equipment and accessories, diesel generator and fuel tank.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:
All personal property

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 fewer 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 _____ Northern Title _____ Title Company located at _____ Malad Idaho _____ 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 elsewhere 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 (HEH) Date 11-26-12

SELLER'S Initials (HEH) Date 11-30-12

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PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately/ excluding Malad ID#: Hoopes #2

136 10. INSPECTION:

137 (A). BUYER chooses ☐ to have inspection ☒ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have
138 the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business days (ten
139 [10] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of
140 this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of
141 professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection
142 and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some
143 inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth
144 below, the above timeframe for investigations, tests, surveys and other studies shall govern.
145 Additional Inspections/Timeframes: _____

146 _____
147 _____
148 _____
149 _____
150 _____
151 _____
152 _____
153 _____
154 _____
155 _____

156 (B). FHA INSPECTION REQUIREMENT. If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before
157 execution of this agreement.

158 (C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

159 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this
160 Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures;
161 (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which
162 SELLER has otherwise agreed in writing to repair or correct.

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

165 3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER
166 pertinent section(s) of written inspection reports. SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing.
167 SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to
168 the items to be corrected by SELLER within _____ business days (five [5] if left blank) of receipt of SELLER's response, then both parties agree that they
169 will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

170 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
171 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
172 being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will
173 not continue with the transaction and will receive their Earnest Money back.

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

179 11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
180 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
181 source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard
182 information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and
183 have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY,
184 (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than
185 _____ or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show
186 unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given
187 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
188 under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home,
189 apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to
190 provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

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

195 BUYER'S Initials (AK) Date 11-26-17

196 SELLER'S Initials (JSV) (JSV) Date 11-30-17

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PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately/ excluding Malad ID#: Hoopes #2

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 Idaho 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 11/2 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 ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$ 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				☒	Title Ins. Standard Coverage Owner's Policy		☒		
Appraisal Re-inspection Fee				☒	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				☒
Closing Escrow Fee			☒		Additional Title Coverage				☒
Lender Document Preparation Fee				☒	Fuel in Tank - Dollar Amount to be Determined by Supplier	☒			
Tax Service Fee	☒				Domestic Well Water Potability Test				☒
Flood Certification/Tracking Fee				☒	Domestic Well Water Productivity Test				☒
Lender Required Inspections				☒	Septic Inspections				☒
Attorney Contract Preparation or Review Fee				☒	Septic Pumping				☒
Home Warranty Plan				☒	Survey				☒
Escrow set up and fees	☒				Promissory note			☒	

18. OCCUPANCY: BUYER ☐ does ☒ 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 (JK) () Date 11-28-12

SELLER'S Initials (MSH) (HLH) Date 11-30-12

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PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately(excluding Malad ID#: Hoopes #2

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 satisfying 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 title 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(5)(d), 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 (JK) (_____) Date 11-26-12

SELLER'S Initials (JSU) (HEH) Date 11-30-12

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PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately(excluding Malad ID#: Honpes #2

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 brokerage's agency office policy 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) December 27th, 2012.

The parties agree that the CLOSING AGENCY for this transaction shall be Northern Title

located at Malad Idaho

If a long-term escrow / collection is involved, then the long-term escrow holder shall be WestStar Loan Servicing

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

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

38. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes 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.

41. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) Nov 30 11-29-12 at (Local Time in which PROPERTY is located) 8:27 ☐ A.M. ☒ P.M. If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE _____ . If BUYER timely approves of SELLER's late acceptance, an initialed copy of this Agreement shall be immediately delivered to SELLER.

BUYER'S Initials (H H) Date 11-26-12

SELLER'S Initials (H H) Date 11-30-12

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PROPERTY ADDRESS: Howell Farm 1101.274 acres approximately/ excluding Malad ID#: Hoopes #2

372 42. BUYER'S SIGNATURES:

373 ☒ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

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

376 BUYER Signature Alyssa Hoopes

BUYER (Print Name) Tyler Hoopes

378 Date 11-26-12 Time 4:57 ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

380 Address _____

City _____ State _____ Zip _____

382 E-Mail _____

Fax # _____

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

388 BUYER Signature _____

BUYER (Print Name) _____

390 Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

392 Address _____

City _____ State _____ Zip _____

394 E-Mail _____

Fax # _____

401 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
402 the terms thereof on the part of the SELLER.

403 ☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

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

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

408 SELLER Signature Helen E Howell

SELLER (Print Name) _____

410 Date 11-30-12 Time 6:30 ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

412 Address 10875 So 300 E

City Malad State ID Zip 83252

414 E-Mail _____

Fax # _____

416 CONTRACTOR REGISTRATION # (if applicable) _____

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

422 SELLER Signature Helen E Howell

SELLER (Print Name) Helen E Howell

424 Date 11-30-12 Time 6:30 ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

426 Address 10875 So 300 E

City Malad State ID Zip 83252

428 E-Mail _____

Fax # _____

430 CONTRACTOR REGISTRATION # (if applicable) _____

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ADDENDUM # 1 (All addendums shall be numbered sequentially.) **JULY 2012 EDITION** Page 1 of 1

RE-11 ADDENDUM

Kidaho Association of REALTORS® 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 Date: 11/26/2012

2 This is an ADDENDUM to the ☒ Purchase and Sale Agreement ☐ Other _____

3 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is

4 being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

5

6

7 AGREEMENT DATED: 11/26/12 ID# Hoopes#2

8 ADDRESS: Howell Farm 1101.274 acres Excluding new home and five acres

9

10 BUYER(S): North Ridge Farms LLC

11

12 SELLER(S): Howell Family Trust

13

14 The undersigned parties hereby agree as follows:

15 There are no contingencies on the sale of this property. This sale to be closed, recorded, and funded by no later than

16 December 28th 2012. The earnest money becomes non-refundable upon the acceptance of the buyer and seller.

17

18

19

20 This is a backup offer. The earnest money deposited pursuant

21 to this offer will be fully refundable until such time as this document

22 becomes the 1st position to purchase J.H. 11-29-12

23

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Full
11/26/12 11-30-12

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47 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior

48 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior

49 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement

50 is made an integral part of the aforementioned Agreement.

51

52

53 BUYER: [Signature] Date: 11-26-12

54

55 BUYER: _____ Date: _____

56

57

58 SELLER: [Signature] Date: 11-30-12

59

60 SELLER: [Signature] Date: 11-30-12

61

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JULY 2012 EDITION **RE-11 ADDENDUM** Page 1 of 1

Info for Title Company

1st Buyers Full Name North Ridge Farms, LLC (Tyler Hoppes)
Buyers complete current address P.O. Box 217, Teton, ID 83452
Buyers SS# _____
Buyers phone # (208) 390-2952 Buyers Email: farmbuy1@ida.net

2nd Buyers Full Name _____
Buyers complete current address _____
Buyers SS# _____
Buyers phone # () _____ Buyers Email: _____

1st Sellers Full Name Norman L. Howell
Buyers complete current address 10875 S. 300 E. Malad
Buyers SS# _____
Buyers phone # (208) 716-2580 Buyers Email: _____

2nd Sellers Full Name Helen E. Howell
Buyers complete current address 10875 S. 300 E. Malad
Buyers SS# _____
Buyers phone # (208) 716-2580 Buyers Email: _____

Commission: 6 % Split 3.5 / 2.5
Listing Seller
Buyers broker

November 30, 2012

Second Addendum to Contract ID# Hoopes #2 dated 11-26-2012

The second to the last sentence in paragraph 4 of the contract found on page 2 of the contract, which presently reads "The seller agrees to release south irrigated property (pivot and two wheel lines) and additional dry farm ground to the lienholder with a total value not to exceed \$571,429 in order to secure the \$400,000 down.", shall be deleted from the contract and held for naught. It shall be replaced with the following sentence:

The seller agrees to release the South irrigated property (pivot and two wheel lines) and additional dry farm ground to the lien holder with a total value sufficient to secure the amount financed by the lien holder. HOWEVER, IN NO EVENT SHALL SELLER RELEASE SO MUCH PROPERTY THAT THE REMAINING PROPERTY UPON WHICH SELLER HAS A MORTGAGE INTEREST DOES NOT EQUAL OR EXCEED THE BALANCE DUE ON THE CONTRACT SECURED BY THE MORTGAGE.

Done and Dated this 30th day of November, 2012.

Buyer: *Tyler Hoopes* 11-30-12
T. Tyler Hoopes, Managing Member
North Ridge Farms, LLC

Seller: *Norman G. Glover* 11-30-12

Seller: *Helen P. Howell* 11-30-12

KIMBER

Appraisal Services, Inc.

CHUCK KIMBER, MSA, M.B.A.

Certified General Appraiser

Serving Utah & Idaho

Office: (435) 257-6371

Fax: (435) 257-4233

Cell: (435) 279-6547

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