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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES WATER RESOURCES
WESTERN REGION
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 4-3-08 63-07894					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25.00
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

BAR ENTERPRISES, LLC
ALUMA GLASS INDUSTRIES, INC
909 N. ORCHARD, BOISE ID 83706

4. New Owner/Claimant(s)

STAR ROAD WAREHOUSE, LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. BOX 15407 / 2700 W. AIRPORT WAY
BOISE, ID 83715

City, State and ZIP Code

New Telephone Number

(208) 345-7030 Email: simonds@rmmdl.com

5. Date you acquired the property

10/13/05

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. ^{Auth} Signature(s) of New Owner(s) or Claimant(s) *[Signature]* ^{Authorized}
 member (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

 Received by *[Signature]*
 Received by *[Signature]*
 Processed by AJ

 Date 8-31-09
 Date 8-31-09
 Date

 Receipt Amt. 25⁰⁰
 Receipt No. 62037842
 WR *[Signature]* Date 9-10-09

PURCHASE AND SALE AGREEMENT

~~September~~^{OCTOBER} This PURCHASE AND SALE AGREEMENT (the "Agreement") effective as of the ^{13th} day of ~~September~~, 2005, is made and entered into by and between BAR Enterprises, L.L.C., an Idaho limited liability company, ("Seller") and Star Road Warehouse, LLC, an Idaho limited liability company ("Buyer").

1. Definitions. As used in this Agreement, the following terms have the meanings indicated:
 - 1.1. "Appurtenances" means all rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all water and ditch rights appurtenant to the Property.
 - 1.2. "Business Day" means a day other than a Saturday, a Sunday or another day on which commercial banks in Boise, Idaho are not required to be open for public business.
 - 1.3. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article 9.
 - 1.4. "Closing Date" means the date on which Closing is actually held.
 - 1.5. "Day" means a calendar day and includes Saturdays, Sundays and all other days on which commercial banks in Boise, Idaho are not required to be open for public business.
 - 1.6. "Deed" means the Grant Deed from the Seller to the Buyer as herein provided.
 - 1.7. "Effective Date" means the date set forth in the preamble to this agreement.
 - 1.8. "Feasibility Period" means the period described in Article 4.
 - 1.9. "Hazardous Materials" means chemicals, asbestos, petroleum, or hydrocarbon products, or hazardous or any dangerous wastes or substances whose manufacture, storage or disposal is regulated by federal, state, or local laws, rules or regulations.
 - 1.10. "Improvements" means all buildings, fixtures and improvements located on the Real Property, subject to permitted exceptions
 - 1.11. "Intangible Property" means Seller's right, title and interest in and to all leases for the Property, or any portion thereof, together with all architectural drawings, plans and specifications and surveys, maps, studies, reports, and all transferable governmental approvals, prepaid fees, development rights and other entitlements/ transferable warranties (Buyer to pay any costs of transfer for any warranties which Buyer elects to have assigned to it), and intangible rights relating to the Real Property which are in the possession of the Seller or are reasonably available to the Seller.
 - 1.12. "Personal Property" means the personal property of the Seller which is more fully described on Exhibit "B" attached hereto (collectively, the "Personal Property");.
 - 1.13. "Property" means the Real Property, together with all Appurtenances, Intangible Property, Improvements and Personal Property.
 - 1.14. "Purchase Price" shall have the meaning given such term in Paragraph 2.1. The Real Property is purchased in gross, and not by the acre.
 - 1.15. "Real Property" means the real property and improvements described on Exhibit "A".
 - 1.16. "Service Contracts" means any equipment, service, utility, maintenance, management and other contracts and agreements affecting the ownership, operation and management of the Property.
 - 1.17. "Title Officer" means: Ken Franklin, Vice President and Senior Commercial Officer, TitleOne Corporation, with offices at 1101 West River Street, Suite 201, Boise, Idaho 83702.
 - 1.18. "Title Company" means: TitleOne Corporation, 1101 West River Street, Suite 201, Boise, Idaho 83702.
 - 1.19. Other Defined Terms. Other defined terms have the meanings assigned to them elsewhere in this Agreement.

2. Agreement to Sell and Purchase Price.
 - 2.1. Purchase and Sale. Subject to and upon the terms and conditions contained in this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase the Property from Seller for a total purchase price of Three Million Nine Hundred Thousand and No/100ths Dollars (\$3,900,000.00).
 - 2.2. Deposit. Within seven (7) business days following the Effective Date, Buyer shall deliver into escrow with the Title Company a deposit in the amount of Thirty-five Thousand Dollars (\$35,000.00) (the "Deposit"). In the event that the Deposit is not received by the Title Company within such period, the Seller shall have the right, in Seller's sole discretion, to terminate this Agreement upon written notice to Buyer and Title Company, in which event the Seller shall have no further liability hereunder.
 - 2.2.1. Until applied or released as provided herein, the Deposit shall be held in an interest bearing account, with all interest accruing thereon to be considered part of the Deposit.
 - 2.2.2. The Deposit shall become nonrefundable upon the expiration of the Feasibility Period unless, within the Feasibility Period, the Buyer shall have provided the Seller and the Title Company with Notice of Cancellation.
 - 2.2.2.1. In the event that the Deposit shall have become nonrefundable and the Buyer shall close this transaction as herein provided, the Deposit shall be credited against the Purchase Price at the Close of Escrow.
 - 2.2.2.2. In the event that the Deposit shall have become nonrefundable but the Buyer shall fail to close this transaction as herein provided for any reason other than the material default of the Seller, the Deposit, together with the interest accrued thereon, shall be released to the Seller.
 - 2.2.2.3. In the event that the Deposit shall have become nonrefundable but the Buyer shall fail to close this transaction as herein provided because of the material default of the Seller, the Deposit, together with the interest accrued thereon, shall be released to the Buyer.
 - 2.2.3. Subject to the provisions of Section 4 hereof, if, within the Feasibility Period (as the same may be extended in writing as herein provided), the Buyer shall have provided the Seller and the Title Company with Notice of Cancellation, the Deposit (but not any Additional Deposit), and all interest earned thereon shall be returned to the Buyer.
 - 2.3. Payment of Purchase Price. The Purchase Price, after credit for the Deposit (and Additional Deposit, if made) shall be paid in collected funds at the Closing.
3. Documents Furnished by Seller; Confidentiality.
 - 3.1. Seller shall provide the Buyer with copies of the following information relating to the Property or as otherwise volunteered by the Seller. All of the information so provided, together with the product of the Buyer's inspection, testing and other review of the Property during the Feasibility Period or otherwise, shall constitute "Confidential Information".
 - 3.2. Buyer, for itself, its agents, servants, employees, attorneys and other advisers, acknowledges that all of the Confidential Information will be maintained strictly confidential and will not be conveyed, transmitted, published or otherwise disseminated by any method or manner whatsoever, except as herein expressly allowed.
 - 3.2.1. Buyer agrees to pay its cost and expense associated with its review of the Confidential Information and agrees to hold the Seller harmless from any liability therefore.
 - 3.2.2. Buyer may disseminate the Confidential Information, on a "need to know" basis,

only to those person(s) (a) who are advising Buyer with respect to the transaction contemplated hereby or (b) who have been solicited to invest in the acquisition of the Property or (c) who are providing equity or debt financing for the transaction contemplated hereby (d) prospective tenants or (e) governmental entities to the extent necessary to obtain governmental approvals for Buyer's intended use or (e) as required by law (Prior to making any permitted dissemination, Buyer agrees to make reasonable attempts to secure the agreement of such transferee(s) to comply with the confidentiality provisions of this agreement.)

- 3.3. After the consummation of the purchase of the Property by the Buyer, the Buyer shall not be restricted in its use and dissemination of Confidential Information regarding the Property.
- 3.4. In the event that the transaction contemplated hereby shall not close for any reason, the Buyer shall deliver all of the Confidential Information, including without limitation all documents containing any Confidential Information, to the Seller not later than fifteen (15) days after the cancellation or termination hereof or passage of the specified Closing Date, whichever shall first occur. In which event, the Buyer and its agents, servants, employees, attorneys and other advisers shall not retain any copies thereof. The provisions of this paragraph are intended to survive the Closing and any termination of this Agreement.
4. Title and Feasibility Period. Buyer shall have a period of seventy-five (75) days commencing on the Effective Date (the "Feasibility Period") at Buyer's expense and for the account of Buyer only, to secure such financing as the Buyer may deem in its discretion appropriate, to have the Property tested, sampled or surveyed and to inspect the Property, including the existence, priority and conditions of water rights associated with the Property and all other physical and other aspects of the Property, including governmental entitlements available, if any, and including possible contamination thereof and the condition of title to any portion of the Property (collectively, the "Inspection"). (The Feasibility Period may be extended for an additional period of sixty (60) days if Buyer provides written notice of its intent to extend the Feasibility Period and pays an Additional Deposit in the amount of Twenty Thousand Dollars \$20,000.00 to Seller prior to the expiration of the Feasibility Period then in effect. The Additional Deposit is nonrefundable in any circumstance except for the Seller's material default and failure to cure as herein provided and shall be immediately released by the Title Company to the Seller, free of escrow.) Notwithstanding anything herein to the contrary, the Feasibility Period shall end not less than seven (7) days before the Closing Date.
- 4.1. Seller shall use its best efforts to provide Buyer within fifteen (15) days after the Effective Date with copies of (a) an Alta Survey of the Real Property performed by Roylance and Associates, P.A., Boise, Idaho, (which shall certify that the Buyer is entitled to rely thereon, shall be dated not more than 90 days prior to the Effective Date and shall include the items set forth on Exhibit "E", (b) a Level I Environmental Assessment prepared by Intermountain Environmental Consultants, Inc., Holiday, Utah (which shall certify that the Buyer is entitled to rely thereon, shall be dated not more than 90 days prior to the Effective Date), (c) a rent roll (including all rent paid by each tenant as well as the amount of any payments for reimbursables and security deposits) and a list of all expenses heretofore paid by the Seller with respect to the Property (which is understood not to include expenses paid by tenants voluntarily or pursuant to leases for the previous three years) and (d) copies of all leases affecting the Property, all of which the Buyer agrees to hold in confidence as more fully provided herein. (Seller is not aware of any plans or specifications for the Property, or for any improvements to the Property, but will provide some to Buyer if any such plans or specifications are located by the Seller.)

- 4.1.1. Buyer shall notify Seller before entering the Property and Seller or its agent shall have the right to accompany Buyer and Buyer's agents, employees, consultants and contractors at all times when on the Property. All inspections shall occur at such reasonable times so as not to interfere with Seller's and its tenant's use of the Property.
- 4.1.2. Buyer shall obtain the prior written consent of the Seller prior to undertaking any testing or sampling of the Property which would materially affect the condition thereof, which consent will not be unreasonably withheld.
- 4.1.3. Buyer is not acting as the agent of Seller at any time during such inspection.
- 4.1.4. Buyer has been informed by Seller that the septic system for a portion of the Property (Parcel B) is located on Parcel A and that a portion of the septic system may not be operating properly at this time. As Seller acquires further information regarding the condition of the septic system, Seller will provide a copy of such information to the Buyer, without warranty.
- 4.1.5. Buyer agrees to indemnify, save and hold the Seller harmless of and from all liability, loss cost or expense arising directly or indirectly from the any actions of the Buyer, or its agents, servants, contractors or employees in inspecting the Property.
- 4.1.6. Buyer agrees not to disturb any tenant(s) on the Property.
- 4.1.7. After performing any tests, sampling or evaluations, Buyer shall restore the Property, at Buyer's cost, to the Property's condition prior to such test, sampling or evaluation.
- 4.1.8. Buyer shall provide a list of all persons and entities with whom it enters into contracts for inspection, testing or other services incident to its inspection of the Property if Buyer does not Close.
- 4.1.9. The provisions of this paragraph are intended to survive the Closing and any termination of this Agreement.
- 4.2. Seller shall obtain a preliminary title report for the Property (the "Report") and shall use its best efforts to have a copy of the Report delivered to the Buyer within fifteen (15) days after the Effective Date.
 - 4.2.1. Buyer shall have fifteen (15) days after receipt of the Report and the Survey within which to notify Seller of any objections Buyer may have to any exception to title reflected in the Report or Survey. (If Buyer does not notify the Seller of any objection to the condition of title to the Property within such period, Buyer shall be deemed to have accepted as exceptions to title those items reflected in the Report.)
 - 4.2.2. Seller shall then have ten (10) days after receipt of any timely objection in which to notify Buyer of its willingness and ability to cure any objected exceptions prior to (or contemporaneously with) the close of escrow.
 - 4.2.3. If Buyer does not cancel this Agreement within the Feasibility Period, Buyer shall be deemed to have accepted as exceptions to title those items reflected in the Report, less only those items which were both (A) objected to by Buyer and (B) which the Seller shall have notified Buyer that Seller was willing and able to remove.
- 4.3. In the event that the Buyer elects to cancel this Agreement within the Feasibility Period:
 - 4.3.1. Buyer shall provide written notice of cancellation to the Seller and the Title Company prior to the expiration of the Feasibility Period (as the same may have been extended in the manner herein provided);
 - 4.3.2. Neither party shall have further liability to the other, (except as expressly set forth in this Agreement to the contrary);
 - 4.3.3. The Buyer shall provide Seller with evidence reasonably satisfactory to the Seller reflecting that all persons and entities that have provided inspection, testing or other services incident to its inspection of the Property have been paid therefor.

- 4.3.3.1. In the event that the Buyer shall fail to pay any fees and costs of persons or entities which have provided inspection, testing or other services incident to Buyer's inspection of the Property who assert that they are entitled to a mechanics lien, Seller shall have the right to cause payment thereof from the Deposit.
- 4.3.3.2. In the event that the Buyer shall fail to restore the Property to its condition prior to any test, sampling or evaluation, Seller shall have the right to restore the Property to the agreed condition and to deduct the cost of such restoration from the Deposit.
- 4.3.4. The Buyer shall return all Confidential Information to the Seller as herein provided.
- 4.3.5. After compliance herewith, the Buyer shall be entitled to receive a refund of the Deposit, less only any sums necessary to restore the Property or pay inspection, testing or other costs incurred by the Buyer with respect to the Property as herein provided and which remain unpaid. However, the Buyer will not be entitled to refund of the Additional Deposit except upon material Seller's default and failure to cure or disprove such default after written notice specifying such material default as provided in paragraph 13 hereof.
- 4.3.6. The provisions of this paragraph are intended to survive the Closing and any termination of this Agreement.
- 4.4. If the Buyer fails to provide written notice of cancellation prior to the expiration of the Feasibility Period, the Buyer shall be firmly bound to purchase the Property on the terms and conditions set forth in this Agreement.
- 5. Representations and Warranties.
 - 5.1. Exclusion of Seller Representations and Warranties. EXCEPT AS HEREIN EXPRESSLY PROVIDED, THE SELLER HAS MADE AND SHALL MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PERTAINING TO THE PROPERTY. THIS EXCLUSION INCLUDES, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OR REPRESENTATIONS RELATING TO THE TITLE TO THE PROPERTY, BOUNDARIES OF THE PROPERTY OR ANY ASPECT OF THE PHYSICAL CONDITION OF THE PROPERTY AS WELL AS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.
 - 5.2. Seller warrants and represents to the Buyer that, to the Seller's knowledge:
 - 5.2.1. The Seller has no knowledge of any claims, disputes or litigation of any kind pending or threatened which affect the Property or Seller's ability to perform its obligations hereunder.
 - 5.2.2. To Seller's knowledge: (i) the Seller has not received notification asserting that the Property is presently contaminated with Hazardous Materials; (ii) neither the Property nor any portion thereof presently contains Hazardous Materials and (iii) neither the Property or any portion thereof is or has been used as a landfill, long-term waste storage or disposal site, or for the long-term storage or disposal of Hazardous Materials.
 - 5.2.3. To Seller's knowledge, there are no material structural or nonstructural defects in the Property.
 - 5.2.4. To Seller's knowledge, the Seller has not consented to any special assessments nor are any special assessments pending.
 - 5.2.5. There are no leases or occupancy agreements currently in effect that burden, encumber or otherwise affect the Property except as described on Exhibit "C".
 - 5.2.6. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized. This Agreement

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constitutes the legal, valid and binding obligation of Seller. The Seller has the full right, power and authority to enter into this Agreement, to perform their obligations hereunder and to sell the Property pursuant to this Agreement. Neither the execution of this Agreement nor the consummation of any of the transactions contemplated by this Agreement violates any provision of any agreement or document presently known to the Seller and (i) to which Seller is a party or (ii) by which Seller or the Property is bound. No consent from any third party is required before any of the Property may be lawfully conveyed to Buyer.

- 5.2.7. Bankruptcy. Seller is not bankrupt or insolvent under any applicable Federal or state standard, nor has Seller filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has Seller been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration to be paid represents fair value for the assets to be transferred.
- 5.2.8. The Seller shall make those warranties provided by Idaho law for conveyances made by grant deed.
- 5.2.9. Seller shall notify Buyer in writing ("Notification of Change") if Seller becomes aware of any material change in the foregoing representations at any time from the Effective Date through the Closing Date.
- 5.2.10. As used in this Agreement or in any documents delivered pursuant hereto, the phrases "to Seller's knowledge", "known to Seller", "Seller has not received any notice", or "Seller has not received any written notice" (or similar words), shall mean that the representations and warranties (or other provisions) qualified by any of such phrases are made without investigation of the matters stated therein and are based solely on the current actual knowledge of the present Members of the Seller. Within fifteen (15) days following the Effective Date Seller shall furnish Buyer the names of the Members of the Seller.
- 5.2.11. All representations and warranties of the Seller and all representations contained within any Notification of Change, are qualified by any information contained in any documents or other material made available to Buyer in connection with its review of matters pertaining to the Property, including any environmental report, title report or survey made available to Buyer. All representations and warranties of Seller are made as of the Effective Date and, subject to the Notification of Change provisions which follow, such representations and warranties shall be remade as of Closing. If any exceptions or qualifications to such representations and warranties set forth in any Notification of Change are material, were not known to Buyer as of the expiration of the Feasibility Period, and are not acceptable to Buyer in its sole discretion, Buyer may refuse to consummate this transaction and shall be entitled to recover the Deposit, but Seller shall have no liability to Buyer as a result of such qualification and exceptions, unless such exceptions or qualifications have a material effect on Seller's ability to perform its obligations under this Agreement, and the subject representation or warranty was not correct as of the Effective Date and Closing. In addition, in the event Buyer is actually aware on or before the Closing Date that any of the Seller representations or warranties are not true, correct or complete, and Buyer nonetheless proceeds with the purchase of the Property, such representations and warranties shall be deemed to be qualified by all matters of which Buyer is actually aware, and Buyer shall have no claim for

breach of any such representation or warranty to the extent it is actually aware prior to the Closing Date of any inaccuracies therein. The representations and warranties of Seller, as qualified by all matters of which Buyer is actually aware as of the Closing Date and by any exceptions and qualifications set forth on any Notification of Change, shall survive the Closing of the transaction contemplated in this Agreement and the delivery of the Deed from Seller to Buyer for a period of two (2) years from and after the Closing Date (the "Survival Period"); provided, however, that Buyer must give Seller written notice of any claim Buyer may have against Seller for breach of any Seller representations and warranties (as modified by any exceptions and qualifications set forth on any Notification of Change) prior to the expiration of the Survival Period. Any such claim which Buyer may have which is not so asserted prior to the expiration of the Survival Period shall not be valid or effective, and Seller shall have no liability with respect thereto.

5.2.12. Buyer acknowledges that it is relying solely on its inspection of the Property and the title insurance provided to the Buyer, the warranty contained in the Deed and those Seller representations and warranties herein set forth in determining whether or not to consummate the purchase of the Property and in proceeding to consummate the purchase of the Property.

5.3. Buyer Representations and Warranties. Buyer warrants and represents to the Seller that, to the Buyer's knowledge:

5.3.1. The Buyer has no knowledge of any claims, disputes, or litigation of any kind pending nor are any claims, disputes, or litigation threatened, which affect Buyer's ability to perform its obligations hereunder.

5.3.2. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized. This Agreement constitutes the legal, valid and binding obligation of Buyer. The Buyer has the full right, power and authority to enter into this Agreement, to perform their obligations hereunder and to purchase the Property pursuant to this Agreement. Neither the execution of this Agreement nor the consummation of any of the transactions contemplated by this Agreement violates any provision of any agreement or document presently known to the Buyer and (i) to which Buyer is a party or (ii) by which Buyer or the Property is bound. No consent from any third party is required before any of the Property may be lawfully acquired by the Buyer.

5.3.3. Bankruptcy. Buyer is not bankrupt or insolvent under any applicable Federal or state standard, nor has Buyer filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has Buyer been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Buyer and Buyer have negotiated this Agreement at arms-length and the consideration to be paid represents fair value for the assets to be transferred.

6. Operation and Maintenance of Property Prior to Closing. From the date hereof until the Closing Date or the earlier termination of this Agreement, Seller shall:

6.1. Operate, insure at current insured amounts, maintain and manage the Property in a manner consistent with the current management of the Property and use reasonable efforts to reasonably preserve for Buyer the relationship of Seller and Seller's suppliers and others having ongoing business relations with Seller relating to the Property;

4

- 6.2. Not enter into any contract or agreement, including, without limitation, Service Contracts, that would remain binding on the owner of the Property after Closing unless such contract is terminable without cost prior to the Closing Date or unless Buyer agrees to assume such contract or agreement as provided herein;
- 6.3. Not enter into any leases, without Buyer's prior written consent.
- The covenants set forth in paragraph 6 shall survive the Closing and shall be actionable for the same period of time as the warranties hereunder.*
7. Expenses.
- 7.1. Escrow Fees shall be divided equally between the parties. At the Sellers cost, the Seller shall provide Buyer with an owner's standard policy of title insurance evidencing title to the Property vested in the Buyer, subject only to exceptions which the Buyer has accepted as provided in 4.2 hereof. The Buyer shall pay the cost of any extended coverage or other endorsements requested by the Buyer.
- 7.2. Each party shall pay its own attorneys' fees and all of its other expenses, except as otherwise expressly set forth herein.
8. Contingencies:
- 8.1. Buyer's obligation to purchase the Property at the close of escrow shall be subject to the following conditions:
- 8.1.1. Buyer shall not have cancelled within the Feasibility Period as permitted herein;
- 8.1.2. Buyer shall have secured a commitment for financing for such portion of the Purchase Price as Buyer may, in its discretion, determine appropriate and which shall be on such terms and conditions as the Buyer, in its discretion, determines appropriate (the "Commitment"). Provided, however, that this condition precedent shall be deemed to have been waived if not asserted during the Feasibility Period;
- 8.1.3. Buyer shall have received the proceeds of the loan described in the Commitment. Provided, however, that Buyer agrees to use its commercially reasonable efforts to close the loan described in the Commitment;
- 8.1.4. Buyer's verification immediately prior to the Close of Escrow that the Property is in the same condition as at the time of Buyer's inspection during the course of the Feasibility Period; and
- 8.1.5. Seller shall have delivered a written agreement from Aluma-Glass Industries, Inc., an Idaho corporation that it will vacate the Property and terminate any interest it has in the Property not later than forty-five (45) days subsequent to the Closing Date and that, during the period of it's possession subsequent to the Closing Date it will pay its pro-rata share of utilities, property taxes, insurance, maintenance and all other expenses of the Subject Property (the "Aluma-Glass Amendment"). In addition to being a condition of Buyer's obligation to close, this shall be a covenant of Seller to be performed prior to closing.
- 8.1.6. Seller shall have fully performed all of its obligations under the Purchase Agreement.
- 8.1.7. Seller shall have delivered the Estoppel Certificates and SNDA's contemplated in Section 14.8 of this Contract from the tenants and guarantors of the Subject Property.
- 8.2. Seller's obligation to sell the Property at the close of escrow shall be subject to the following conditions:
- 8.2.1. Buyer shall have fully performed all of its obligations under the Purchase Agreement, including, without limitation, payment of the Purchase Price.

9. Closing.

- 9.1. Closing shall take place in the offices of Title Company or such other place as the parties shall mutually agree. The Closing Date shall occur no later than January 13, 2006 or, in the event that the Feasibility Period has been extended as provided in paragraph 4 hereof, twenty (20) days subsequent to the expiration of the Feasibility Period (as extended). Time is of the essence with respect to Closing.
- 9.2. At Closing, Seller shall deliver or cause to be delivered to Buyer or Title Company, at Seller's expense, the following items:
- 9.2.1. a Grant Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions (the "Deed");
- 9.2.2. a Assignment in substantially the forms attached as Exhibit "F", fully executed and acknowledged by Seller or such other form as is acceptable to the Seller and the Buyer's lender, in exercise of their reasonable discretion;
- 9.2.3. a Bill of Sale in substantially the forms attached as Exhibit "G", fully executed and acknowledged by Seller;
- 9.2.4. keys to all locks located on the Property that are in Seller's possession or subject to its control;
- 9.2.5. originals of any leases to be assumed by the Buyer and all plans, warranties, guaranties, and other agreements and agreements relating to the ownership and operation of the Property that, to Seller's knowledge, are in Seller's possession or subject to its control;
- 9.2.6. Other items reasonably requested by Buyer or Title Company as administrative requirements for consummating Closing.
- 9.3. At Closing, Buyer shall deliver to Seller or Title Company:
- 9.3.1. the Purchase Price, less credit for the Deposit (and any Additional Deposit) previously paid, plus or minus prorations;
- 9.3.2. Other items reasonably requested by Seller or Title Company as administrative requirements for consummating Closing.

10. Adjustments at Closing. The following items shall be adjusted or prorated between Seller and Buyer with respect to the Property at Closing:

- 10.1. Real estate taxes which are due and payable in the calendar year of Closing shall be prorated between Seller and Buyer as of Closing Date on the basis of the days remaining in the calendar year of Closing.
- 10.2. The full amount of any special assessments which have been levied and assessed on or before the Effective Date ("Taxes") relating to the Property shall be charged to the Seller. However, any assessment levied or assessed by any authority subsequent to the Effective Date, or by any special assessment proceeding completed subsequent to the Effective Date, shall be assumed and paid by the Buyer, and the Seller will not be responsible for any portion thereof, irrespective of the date of formal assessment, date due or the general provisions of this proration clause set forth above.
- 10.3. If the actual amount of Taxes due and payable in the calendar year of Closing is not known or cannot be calculated based on tax rates and assessed values as of the Closing Date, the proration shall be based on the amount of Taxes due and payable with respect to the Property in the calendar year preceding the calendar year of Closing (and adjusted outside of escrow within a reasonable time after actual sums become known). Any amounts now or hereafter received by Buyer or Seller by reason of tax protests for real estate taxes due and payable with respect to periods prior to the Closing Date shall be the property of Seller, subject only to any rights of Tenants therein.

29

- 10.4. Leasing commissions accrued as a result of the Seller's execution of leases subsequent to the Effective Date (with Buyer's approval) shall be prorated as of the Closing Date between Seller and Buyer over the term of such lease(s) upon which such commission is due.
- 10.5. All other income and ordinary operating expenses of the Property (other than for public utilities, for which each party shall deal directly with the service provider), including, without limitation, maintenance, management, and other service charges, and all other normal operating charges with respect to the Property shall be prorated effective at Closing based on reasonable estimates of such operating expenses, and appropriate cash adjustments shall be made by Buyer and Seller at Closing.
- 10.6. Seller shall endeavor to have all meters read and final bills rendered for all utilities servicing the Property, including, without limitation, water, sewer, gas and electricity, for the period to and including the Closing Date, and Seller shall pay such bills.
- 10.7. If any errors or omissions are made at Closing regarding adjustments or prorations, the parties shall make the appropriate corrections promptly after the discovery thereof.
- 10.8. All prorations shall be effective as of 11:59 p.m. on the day prior to the Closing Date, with Seller receiving credit for income and being charged with expenses of the Property to and including the day prior to the Closing Date and Buyer receiving credit for income and being charged with expenses of the Property for the Closing Date and thereafter.
- 10.9. Buyer shall be entitled to a credit for all security deposits under the Leases.
- 10.10. Notwithstanding anything contained herein to the contrary, Seller shall not be entitled to a credit for any amounts due and owing by a tenant for a period in excess of 30 days nor for any reimbursable paid in advance by Seller as landlord, to be paid in arrears by a tenant for a time period in excess of 30 days (which contract rights shall be retained by the Seller).

11. Casualty and Eminent Domain.

- 11.1. If, prior to Closing, the Property is damaged by fire, vandalism, acts of God or other casualty or cause, Seller shall promptly give Buyer notice of any such damage (the "Damage Notice") In any such event: (a) in the case of damage to the Property not "Material" and from a risk covered by insurance maintained with respect to the Property, Buyer shall take the Property at Closing as it is together with any applicable insurance proceeds or the right to receive the same and shall receive a credit against the Purchase Price in an amount equal to the difference between the cost to repair the damage and the amount of the applicable insurance proceeds received by Buyer or reasonably expected to be received by Buyer (which proceeds shall be net of all costs and expenses of Buyer incurred in collection of such sums); or (b) in the case of either (i) damage which is "Material" or (ii) damage to the Property from a risk not covered by insurance, Buyer shall have the option of (x) taking the Property at Closing in accordance with item (a) above, or (y) terminating this Agreement. If, pursuant to the preceding sentence, Buyer is either obligated or elects to take the Property as it is together with any applicable insurance proceeds or the right to receive the same, Seller agrees to cooperate with Buyer in any loss adjustment negotiations, legal actions and agreements with the insurance company, and to assign to Buyer at Closing its rights to any such insurance proceeds with respect to such claim and will not settle any insurance claims or legal actions relating thereto without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed. For the purposes of this and the following Paragraph, a part of the Property shall be deemed "material" if it (i) includes any portion of any of the buildings or structures on the Property, (ii) includes

more than 10% of the existing parking spaces, (iii) renders the full operation and use of any of the buildings or structures on the Property to be in violation of applicable zoning and land use laws, ordinance or regulations, or (iv) otherwise limits or restricts ingress and egress to and from any existing access to the Property, or (v) permits a tenant to terminate its lease

11.2. If, prior to Closing, all or substantially all of the Property is taken by eminent domain, this Agreement shall be terminated without further act or instrument. If a "Material" part of the Property is so taken, Buyer shall have the option, by written notice given to Seller within fifteen (15) days after receiving notice of such taking, to terminate this Agreement. If Buyer does not elect to terminate this Agreement, it shall remain in full force and effect and Seller shall assign, transfer and set over to Buyer at Closing all of Seller's right, title and interest and to any awards that may be made for such taking. Notwithstanding anything to the contrary contained herein, if less than a material part of the Property is so taken, Buyer shall proceed with Closing and take the Property as affected by such taking, together with all awards or the right to receive same.

11.3. Termination. If this Agreement is terminated pursuant to this Paragraph, the parties hereto shall be released from all further obligations and liabilities hereunder, except with respect to the covenants set forth in Paragraphs 3.4, 4.1.9 and 4.3.6.

12. Broker's Commission and Indemnity.

12.1. The Seller will pay the liability for the sales commission to Intermountain Commercial Real Estate, Boise, Idaho as well as any other claim or demand for a sales commission from any other broker or agent retained by Seller in connection with the transaction contemplated hereby and will indemnify, defend and hold the Buyer harmless from and against all loss, expense (including reasonable attorneys' fees and court costs), damage and liability resulting from the claims of any other broker or finder (including anyone claiming to be a broker or finder) retained by Seller in connection with the transaction contemplated hereby.

12.2. The Seller understands that a portion of the commission which it is obligated to pay to Intermountain Commercial Real Estate, Boise, Idaho will be paid to David Wali of Colliers International in the amount of 1% of the Purchase Price. Otherwise, the Buyer will pay the liability for the sales commission to any broker or agent retained by Buyer in connection with the transaction contemplated hereby and will indemnify, defend and hold the Seller harmless from and against all loss, expense (including reasonable attorneys' fees and court costs), damage and liability resulting from the claims of any other broker or finder (including anyone claiming to be a broker or finder) retained by Buyer in connection with the transaction contemplated hereby. Without limiting the generality of the foregoing, Buyer shall pay any claim or demand for a sales commission to David Wali of Colliers International in excess of the 1% payment referred to in the first sentence of this subparagraph.

13. Default.

13.1. If, prior to Closing, Buyer is in default with respect to, or breaches or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement, and such default, breach or failure is not cured or remedied within twenty (20) Business Days after receipt of written notice thereof given by Seller to Buyer, Seller may either (a) terminate this Agreement and accept the Deposit as herein provided, and the parties shall be released from all further obligations and liabilities under this Agreement, except with respect to the covenants set forth in Paragraphs 3.4, 4.1.9 and 4.3.6, (b) sue for specific performance.

13.2. If, prior to Closing, Seller is in default with respect to, or breaches or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement, and such default, breach or failure is not cured or remedied within twenty (20) Business Days after receipt of written notice thereof given by Buyer to Seller, Buyer may (a) terminate this Agreement, and the parties shall be released from all further obligations and liabilities under this Agreement, with respect to the covenants set forth in Paragraphs 3.4, 4.1.9 and 4.3.6, (b) sue for specific performance or recover the Buyer's damages in accordance with applicable law.

14. Miscellaneous.

14.1. Notices. All notices, demands, requests, and other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be deemed to be delivered (a) on receipt if delivered by hand delivery, (b) on receipt if faxed to the number provided below, or (c) when delivered to a recognized overnight courier service, or whether actually received or not, if addressed as provided below:

If to Seller: BAR Enterprises, LLC
c/o William S. Bowman
5025 Mountain View Drive
Boise, Idaho 83704
Fax: 208-375-3305

With a copy to: Eric L. Haff
Hyde & Haff, PLLC,
PO 139,
Boise, Idaho 83701

If to Buyer: Star Road Warehouse, LLC
2700 Airport Way,
Boise, Idaho 83705
Fax: 208-345-7210

With a copy to: Robert Miller
2700 Airport Way
Boise, ID 83705
Fax: 208-345-7210

14.2. Seller shall indemnify and hold the Buyer harmless from all liability on the leases arising prior to the Closing Date and on all trade and other liabilities incurred by the Seller for periods prior to the Closing Date and the Buyer shall indemnify and hold the Seller harmless from all trade and other liabilities incurred by the Buyer. *This indemnity shall survive the Closing and shall be actionable for the same period of time as the warranties set forth herein.*

14.3. Buyer shall assume, perform and hold the Seller harmless from all liability on the Leases accrued after the Closing Date as more fully set forth in the Assignment attached hereto.

14.4. Concurrently with the Closing, the Seller will provide written notice to all of the Seller's trade creditors and Service Contractors terminating all of the Seller's Service Contracts and similar accounts concurrently with the Close of Escrow.

14.5. Except to the extent credited for the same as set forth hereunder, the Seller shall

retain any accounts receivable accrued as of the Close of Escrow.

14.6. During the Feasibility Period, the Seller reserves the right to continue to market the Property for sale or lease. In that regard:

14.6.1. The Seller has the right to accept stand-by offers of purchase, subject only to the Buyer's right to close as herein provided.

14.6.2. In the event that the Seller intends to lease all or any portion of the Property to a financially capable tenant prior to the Closing Date on commercially reasonable terms including, but not limited to, market rents (which shall be defined as 30 cents per foot per month rent for warehouse use, and 75 cents per foot per month rent for office use) and shall not unreasonably impair the value of the remaining space, Seller shall give written notification to Buyer of the terms and conditions of such lease and allow the Buyer a period of ten (10) days from the date upon which notice shall be deemed delivered as herein provided within which to object to the terms of such lease. In the event that the Buyer does not so object, Seller may enter into such lease on the disclosed terms and such lease shall be an exception to title to the Real Property acceptable to the Buyer. If the Buyer objects to such lease, the Seller will not enter into such lease and the Deposit, and any Additional Deposit, shall be deemed fully earned and shall be immediately released to the Seller and shall be retained by the Seller, notwithstanding any provision hereof to the contrary.

14.7. Liquidate Damage Provisions: WITHOUT LIMITING THE SELLER'S RIGHTS AS HEREIN EXPRESSED TO RECEIVE THE DEPOSIT IN THE EVENT THAT SUCH BECOMES NONREFUNDABLE, THE PARTIES FURTHER AGREE THAT IF ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES CAUSED BY BUYER'S DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF THE DEPOSIT. THEREFORE, IF ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, THE SELLER MAY ELECT TO TERMINATE THIS AGREEMENT AND, IN WHICH EVENT THE TITLE COMPANY SHALL CANCEL THE ESCROW AND SELLER SHALL RETAIN THE DEPOSIT. RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER FOR SAID BREACH. IN SUCH EVENT, SELLER SHALL ALSO BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS FEES AND COSTS INCURRED IN OBTAINING POSSESSION OF THE DEPOSIT IN THE EVENT THAT BUYER FAILS TO EXPRESSLY PERMIT THE TITLE COMPANY TO PAY SAME TO SELLER. UPON TERMINATION OF THIS AGREEMENT AS PROVIDED HEREIN, NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES AND THOSE OTHER PROVISIONS INTENDED TO SURVIVE TERMINATION AS HEREIN SET FORTH.

14.8. Estoppel Certificates and SNDA's: Seller will utilize reasonable efforts to provide Buyer with Estoppel Certificates and SNDA's executed by all lessees (and guarantors of leases) described in Exhibit C not later than sixty (60) days after the Effective Date described in this Agreement, which shall remain current through the Closing. The certificates and SNDA's shall be on commercially reasonable terms and in the form of

- Exhibit D, or such other form as is acceptable to the Buyer's lender and the Seller, in the exercise of their reasonable discretion.
- 14.9. **Governing Law.** This Agreement is being executed and delivered, and is intended to be performed, in the State of Idaho, and the internal laws of Idaho shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein.
- 14.10. **§ 1031 Provision.** Seller shall have the right to complete the transaction contemplated by this Agreement as an exchange which will qualify for nonrecognition of gain under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees to reasonably cooperate in effecting such an exchange transaction if requested to do so by Seller but at no cost to Buyer and without accepting title to any other property other than the Property, which cooperation may include, without limitation, utilization of separate closing statements for the residential and agricultural portion of the property. In the event of such exchange, Seller shall indemnify and hold Buyer harmless from any and all liabilities, losses and expenses (including attorney's fees) incurred by Buyer arising from such exchange, which liabilities, losses and expenses would not have been incurred if there had not been an exchange of properties. This indemnity and hold-harmless shall survive the Close of Escrow. The inability of Seller to affect an exchange shall not relieve Seller of the obligation to sell the Property pursuant to the terms of this Agreement.
- 14.11. **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, including any letter of intent executed relating to the Property. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by Buyer and Seller. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.
- 14.12. **Parties Bound.** This Agreement is binding on and inures to the benefit of Seller and Buyer, and their respective heirs, executors, administrators, successors, and assigns.
- 14.13. **Further Acts.** In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.
- 14.14. **Time of the Essence.** It is agreed by Seller and Buyer that time is of the essence with respect to this Agreement.
- 14.15. **Exhibits.** The Exhibits referred to in, and attached to, this Agreement are incorporated in and made a part of this Agreement for all purposes.
- 14.16. **Assignment.** This Agreement and all rights of Buyer arising hereunder may be assigned by Buyer. Buyer shall not be released from its liability hereunder as a result of any such assignment. Buyer shall give written notice of the assignment to Seller.
- 14.17. **Attorney's Fees.** If either party hereto employs an attorney to enforce or defend its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- 14.18. **Non-Disclosure and Non-Recordation.** Neither party shall make a public announcement or press release with respect to this transaction before the expiration of the Feasibility Period and thereafter, only after consulting with the other party and giving such other party an opportunity to review and comment. Neither this Agreement, nor a memorandum hereof, shall be recorded in any public record.

- 14.19. Enforceability. If a provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 14.20. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.
- 14.21. Extension of Time. Notwithstanding any other provision herein, if the Closing Date or the expiration of the Feasibility Period, Title Review Period or Cure Period occurs on a day that is not a Business Day, then the Closing Date or the expiration date for such period shall be extended to 5:00 p.m. on the first Business Day following that date.
- 14.22. Counterpart Signatures. This Agreement may be executed in any number of counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose, which, when assembled and taken together, is to be regarded as a single agreement.
- 14.23. No Joint Venture. This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Buyer and Seller.
- 14.24. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto, their respective successors and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any term hereof.
- 14.25. Survival. The covenants, warranties, representations and indemnities of Seller and Buyer contained in this Agreement shall survive Closing.
- 14.26. Expiration of Offer. If a fully-executed counterpart of this Agreement is not received by Seller and Title Company within five (5) Business Days after the date of Seller's execution, as indicated below, the offer contained in this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

(end of text)

SELLER:

BAR Enterprises, LLC
 Oct 13
(August 2005)
By William S. Bowman, Member

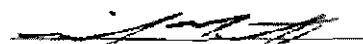
BUYER:

PURCHASE AND SALE AGREEMENT

PAGE 15

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MS Star Road Warehouse, LLC


By Michael N. Ferry, Member

OCTOBER 11, 2005 *
(August 11, 2005)

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Parcel "A":

A tract of land situated in the Southeast One Quarter of Section 7, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at a found brass cap monumenting the southeast corner of said Section 7; Thence along the easterly boundary of said Section 7 North 00°-16'-01" East a distance of 1100.28 feet to a set 5/8-inch steel pin on the centerline of Star Road; Thence North 88°-17'-26" West along the northerly right-of-way of Treasure Valley Road a distance of 665.45 feet to a set 5/8 inch steel pin, said pin being the POINT OF BEGINNING.

Thence continuing along said northerly right-of-way, North 88°-17'-26" West a distance of 324.55 feet to a set 5/8 inch steel pin;

Thence North 00°-16'-02" East a distance of 684.92 feet to a set 5/8 inch steel pin on the southerly right-of-way of the Oregon Shortline Railroad;

Thence along said southerly right-of-way, South 88°-17'-28" East a distance of 328.91 feet to a set 5/8 inch steel pin;

Thence leaving said southerly right-of-way, South 00°-37'-54" West a distance of 684.83 feet to the POINT OF BEGINNING.

The above described tract of land contains 5.14 acres, more or less, subject to all existing easements and rights-of-way.

Parcel "B":

A tract of land situated in the Southeast One Quarter of Section 7, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at a found brass cap monumenting the southeast corner of said Section 7; Thence along the easterly boundary of said Section 7, North 00°-16'-01" East a distance of 1100.28 feet to a set 5/8-inch steel pin on the centerline of Star Road, said point being the POINT OF BEGINNING.

Thence leaving said centerline North 88°-17'-26" West along the northerly right-of-way of Treasure Valley Road distance of 665.45 feet to a set 5/8-inch steel pin;

Thence leaving said northerly right-of-way, North 00°-37'-54" East a distance of 684.83 feet to a set 5/8-inch steel pin located on the southerly right-of-way of the Oregon Shortline Railroad;

Thence along said southerly right-of-way, South 88°-17'-28" East a distance of 661.09 feet to a set 5/8-inch steel pin on the centerline of Star Road and the easterly line of said Section 7;

Thence along said centerline and said easterly line South 00°-16'-01" West a distance of 684.94 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.43 acres, more or less, subject to all existing easements and rights-of-way.

EXHIBIT B

PERSONAL PROPERTY

The Personal Property includes all the following personal property of the Seller:

1. bridge crane;
2. locomotive loading apparatus; and
3. 2 air compressors located west of main building in separate enclosure attached to the building.

Exhibit "C"

LEASES

The following leases or tenancies affect the Property:

1. Aluma-Glass Industries, Inc., an Idaho corporation;
2. AFGD, Inc., a Georgia corporation; and
3. J.L. Williams Co., Inc.

Exhibit "D"

TENANT ESTOPPEL CERTIFICATE

TO: **Star Road Warehouse, LLC**
2700 Airport Way,
Boise, Idaho 83715

The undersigned ("Lessee") and all guarantors of the Lease ("Guarantors") certify and represent to you with respect to the premises commonly described as _____, Star Road, Nampa, Idaho, (herein the "Premises") described in and covered by the Lease of which a true and correct copy is attached hereto (herein the "Lease"), as follows:

- 1) **Description of Written Lease:** A true and correct copy of the Lease (together with all modifications thereto) is attached hereto.
- 2) **Terms of Verbal Lease:** If there is no written lease agreement or other evidence of the Lease, the terms of the Lease are as follows:
 - a) Duration: _____
 - b) Rent per month: _____
 - i) Deposits:
 - (1) Damage: \$ _____.
 - (2) Security: \$ _____.
 - (3) Prepaid Rent: \$ _____.
 - (4) Other: \$ _____.
 - c) All other Terms and conditions:
 - (1) _____
 - (2) _____
 - (3) _____
- 3) **Continuing Effect:** The Lease is in full force and effect. The Lessor is not in default under the terms of the Lease. Any improvements required to be constructed and/or provided by the Lessor have been completed and furnished to the satisfaction of the Lessee.
- 4) **Rent and other Payments:** Rent is paid through the last day of the month of _____, 20____. The Lessee has not prepaid any sum due under the lease except for:
 - a) Any deposit expressly noted above,
 - b) _____, and
 - c) _____.
- 5) **Possession of the Premises:** The Lessee has accepted and taken possession of and presently occupies the Premises.
- 6) **No Claims:** The Lessee has no claim against the Lessor for any deposit or prepaid rent except as expressly noted above.
- 7) **Exclusion of Provisions:** Except as expressly provided in the Lease, the Lessee:
 - a) Does not have any right to renew or extend the term of the Lease beyond the expiration of the current term, which expires on _____;
 - b) Does not have any option or preferential right to release any portion of the Premises, and
 - c) Does not have any option, right of first refusal or other preferential right to purchase any portion of the Premises.
- 8) **Entire Agreement:** There are no understandings, contracts, agreements, subleases, assignments or commitments of any kind whatsoever with respect to the Lease or the Premises covered thereby except as expressly provided in the Lease attached hereto or, in the case of a verbal lease agreement, as herein set forth.

- 9) **Address for all Notices:** Notwithstanding anything to the contrary, the current address to which all notices to the Lessee shall be sent is as follows:

The Lessee makes this Certificate with the understanding that you are contemplating acquiring the real property and improvements of which the Premises are a part and that you will do so in material reliance upon this Certificate. It is agreed that the certifications and representations made herein: (i) are for your use and benefit and that of any assignee of [TO BE DETERMINED], LLC; (ii) shall survive your acquisition of the real property and improvements herein referred to and (iii) shall be deemed remade and to be true and correct as of the Closing Date of the transaction herein referred to, unless the undersigned shall have provided written notification to [TO BE DETERMINED], LLC (at the address set forth above) of a change in any matter certified or represented herein prior to the Closing Date of the transaction herein referred to.

DATED this _____ day of _____, 2005.

LESSEE:

by: _____
authorized agent

GUARANTOR(S):

Exhibit "E"

TERMS OF ALTA SURVEY

The Alta Survey shall include standard matters and, in addition thereto, will also include the following:

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by an existing monument or witness to the corner.
3. Flood zone designation (with proper annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only.)
4. Land area as specified by the client.
10. Indication of access to a public way such as curb cuts and driveways.
11. Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:
 - Observed evidence
 - Observed evidence together with plans and markings provided by client, utility companies, and other appropriate sources (with reference as to the source of information)
 - railroad tracks and sidings;
 - manholes, catch basins, valve vaults or other surface indications of subterranean uses;
 - wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all cross wires or overhangs affecting the surveyed premises; and
 - Utility company installations on the surveyed premises.

EXHIBIT "F"

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") dated as of _____, 20__, is between Bar Enterprises, LLC, an Idaho limited liability company ("Assignor") and Star Road Warehouse, LLC, an Idaho limited liability company ("Assignee").

Assignor is the owner of the real property and improvements located in the County of Canyon, State of Idaho, and more particularly described in attached Exhibit A (the "Real Property").

Assignor and Assignee have entered into a Purchase and Sale Agreement (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Real Property from Assignor and Assignor agreed to sell the Real Property to Assignee, on the terms and conditions contained therein.

Concurrently with the conveyance of the Real Property to Assignee, Assignor desires to assign to Assignee Assignors' right, title and interest in and to all leases for the Property, any architectural drawings, plans and specifications and surveys, maps, studies, reports, and any governmental licenses, permits, permit applications, certificates, approvals, prepaid fees, development rights and other entitlements, transferable warranties and intangible rights relating to the Real Property (collectively, the "Intangible Property") and Assignee desires to accept the assignment thereof.

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

As of the date on which the Real Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), and to the extent permitted under any document evidencing any of the Intangible Property, Assignor hereby assigns its right, title and interest in and to all of the Intangible Property herein defined

Assignee does hereby accept the foregoing assignment of Leases, and does hereby assume as of the Conveyance Date and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, covenants and conditions of the landlord with respect to the Leases which are to be performed on and after the Conveyance Date with the same force and effect as if Assignee were the original landlord thereunder. Assignee covenants and agrees to indemnify, save and hold harmless Assignor from and against any and all loss, liability, claims, damages, demands, expenses or causes of action arising from or related to any failure by Assignee to perform the obligations of landlord required to be performed under the Leases on or after the Conveyance Date.

Assignor covenants and agrees to indemnify, save and hold harmless Assignee from and against any and all loss, liability, claims, damages, demands, expenses or causes of action arising from or related to any failure by Assignor to perform the obligations of landlord required to be performed under the Leases before the Conveyance Date; provided that nothing in this paragraph shall obligate Assignor to perform any obligation relating to any condition of the Property (as defined in the Agreement) which Assignee has agreed to accept in its "AS-IS, WHERE-IS" condition as of the Conveyance.

In the event of any litigation between Assignor and Assignee arising out of the enforcement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and costs.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

ASSIGNEE:

BAR Enterprises, LLC

Star Road Warehouse, LLC

By: _____
William S. Bowman - Member

By: _____
Michael N. Fery - Member

(Exhibit "A" to the Assignment will be identical to Exhibit "A" to the Purchase and Sale Agreement to which this exhibit is attached.)

Exhibit "G"

BILL OF SALE

BAR Enterprises, LLC ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid, the receipt and legal sufficiency of which are hereby acknowledged, has sold, without warranty and delivered unto Star Road Warehouse, LLC ("Grantee"), all of Grantor's interest in all tangible personal property owned by Grantor and described below, save only for the items excluded as also noted thereon.

This conveyance is without warranty save and except only that the Seller is the Owner and the Property is free from any liens or security interests, and is subject to the interest of Tenant's occupying the Property.

TO HAVE AND TO HOLD the Personal Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever.

EXECUTED this ____ day of _____, 2005.

BAR Enterprises, LLC

By: William S. Bowman - Member