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MAY 08 2006

WATER RESOURCES
WESTERN REGION

WR
DEV

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
61-10138					
61-11881					

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

- include*
Attach
Attach
- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$ 50**
- 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 usually attached to your deed or on file with the county).

OR

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 **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)

Estate of Robert Lewandowski
2136 Lewandowski Lane
Boise, ID 83716

4. New Owner/Claimant(s)

New Mailing Address

City, State and ZIP Code

New Telephone Number

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

G3, LLC
310 S Garden St. Boise, ID 83705
(208) 283-5846
4/27/06 COE

5. Date you acquired the property

SUPPORT DATA

IN FILE # 61-10138

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

[Signature] TOBO A. Haynes
Chief Executive Manager - G-3, LLC

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.

For Office Use Only

Received by <u>lg</u>	Date <u>5-8-06</u>	Fee <u>50</u>
Receipted by <u>lg</u>	Date <u>5-8-06</u>	Receipt No. <u>W034207</u>
Processed by <u>lg</u> AJ	Date _____	WR _____ Date _____

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-14551

SCHEDULE A

1. Commitment Date: April 12, 2006 at 08:00 AM

2. Policy (or Policies) to be issued:	Premium	Amount
(a) Owner's Policy (ALTA STD. Policy (10/17/92)) Proposed Insured: G 3, LLC	\$ 500.00	\$ 69,957.00
(b) Loan Policy (ALTA Loan Policy (10/17/92)) Proposed Insured: Fiserv ISS and Co. FBO Bruce A. Nelson IRA	\$ 127.50	\$ 85,000.00
(c) Endorsements (To Be Determined) Proposed Insured: To Be Determined		

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Illa Belle Lewandowski as Personal Representative of the Estate of Robert E.
Lewandowski, deceased, Case No. SPIE 0500438

4. The land referred to in this Commitment is described as follows:

Township 1 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 23: North ½ Northwest ¼ Northwest ¼

READ AND APPROVED:

FIRST AMERICAN TITLE COMPANY

By: _____

FIRST AMERICAN TITLE COMPANY

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-14551

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Release(s) or Reconveyance(s) of item(s):, _7, 8, 9, 10, 16 & 18_
- f. If the manufactured home is to be insured as real property, the following will be required:
 - 1. Proof of proper compliance with Idaho Code § 63-304, which included:
 - a. The manufactured home must be permanently affixed to the land and the running gear removed.
 - b. A proper Statement of Intent to Declare Manufactured Home Real Property with the certificate of origin or original title attached must be recorded.
 - c. The certificate of origin or the original title must be surrendered to the county assessor for cancellation.
 - 2. If the manufactured home has recently been moved onto the property, we require satisfactory indemnity agreement from the general contractor, against mechanic's liens and his current financial statement, or unconditional lien waivers by sub-contractors, for all labor provided and materials supplied to the site.
- g. You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Other
- h. Important: If this transaction fails to close and/or this commitment is canceled, a fee will be due and owing, which fee complies with the rates currently on file with the Department of Insurance, State of Idaho. We will consider the party who ordered this commitment, and/or the party benefiting from it, responsible for payment unless notified in writing within 30 days to the contrary.
- i. Copies of any of the Exceptions listed in Schedule B, Section 2 will be furnished upon request.

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-14551

**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes or Assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes for a portion of 2003 are delinquent, plus any penalties and interest which may accrue, for Tax Parcel No. RP01S04E233010A.
8. Taxes for all of 2004 are delinquent, plus any penalties and interest which may accrue for Tax Parcel No. RP01S04E233010A.
9. Taxes for the first one-half of 2005 are delinquent, plus any penalties and interest which may accrue for Tax Parcel No. RP01S04E233010A.
10. Taxes for all of 2005 are delinquent, plus any penalties and interest which may accrue, for Tax Parcel No. PPPR0000358600A.
11. Reservations in United States Patent, recorded as Instrument No. 32740.
12. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-14551

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

- Release
See
Rec. No. 13*
13. Easement granted to Pacific Northwest Pipeline Corporation, a Delaware corporation for pipeline and incidental purposes, recorded November 14, 1956 as Instrument No. 93706.
 14. Power line easement granted to Idaho Power Company, a corporation, recorded as Instrument No. 139064.
 15. Elmore County Ordinance 99-9 amending the Elmore County Zoning and Development Ordinance to redesignate certain lands in the Simco Road District from M2, Heavy Industrial to M1, Light Industrial, from Agriculture A to M1, Light Industrial and requiring permits and licenses affecting the redesignated lands, recorded December 27, 1999 as Instrument No. 319648.
 16. Financing Statement covering All Equipment and Fixtures:
Recorded: February 2, 2001, Instrument No. 326665
Debtor: Robert Lewandowski and Carol Lewandowski
Secured Party: Farmers & Merchants State Bank
 17. Facility Easement granted to Northwest Pipeline Corporation recorded November 21, 2001 as Instrument No. 332752.
 18. Deed of Trust to secure an original indebtedness of \$80,000.00, and any other amounts and/or obligations secured thereby.
Recorded: June 12, 2002, Instrument No. 337316
Grantor: Robert E. Lewandowski
Trustee: U.S. Bank Trust Company, National Association
Beneficiary: U.S. Bank National Association ND
 19. NOTE: 2005 taxes were \$224.36 for Tax Parcel Number MHTR0000390000A, are paid in full.
 20. An inspection discloses that a manufactured home is located on the land. If the manufactured home is not real property within the definition of land in the Conditions and Stipulations herein, it is not within the insuring provisions of the forthcoming policy.

The above numbered exceptions, 1-4 & 6 may be eliminated in an ALTA Extended Coverage Policy.

DEED OF TRUST

THIS DEED OF TRUST, made this **April 26, 2006** BETWEEN

G3, LLC

hereinafter called the GRANTOR(S),

whose address is: **310 South Garden Street, Boise, Idaho 83705**

FIRST AMERICAN TITLE COMPANY herein called TRUSTEE, and

The Estate of Robert E. Lewandowski, The Estate of Ruth Alma Lewandowski, Illa Lewandowski, Louella Hansen, Jason Funk, Ken Nason and Betty Nason

whose address is: **2136 East Lewandowski Lane, Boise, ID 83716**, BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **ELMORE**, State of **Idaho**, described as follows and containing not more than forty acres:

Township 1 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 23: North ½ Northwest ¼ Northwest ¼

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conveyed upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith, executed by Grantor(s) in the sum of **One Hundred Twenty-Four Thousand and No/ (\$124,000.00)** final payment due **April 30, 2016** and secure payment of all such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this deed of trust and the note secured thereby, there are hereby incorporated and made an integral part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9, inclusive, of Part B of the deed of trust wherein the Title & Trust Co. was Trustee which was recorded in the mortgage records in the office of the county recorder of the following county on the respective date and under the instrument No. hereinafter designated:

County	Grantor	Recording Date	Instrument No.
Elmore	Joseph H. Jefferies	March 4, 1977	172788

G3, LLC

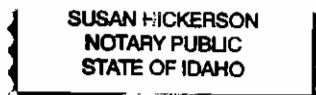
By: **Todd A. Haynes, Manager**

State of **Idaho**

County of **Elmore**

On April 27, 2006, before me, a Notary Public, in and for said State, personally appeared **Todd A. Haynes** personally known or identified to me to be the **Manager** of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.



Susan Hickerson
Notary Public
Residing at: Mountain Home, ID
Commission Expires: 8-13-07

DO NOT RECORD

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 9 INCLUSIVE OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE ATTACHED HEREOF.

A. To protect the security of this Deed of Trust, Grantor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee: and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or closure, pay necessary expenses employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

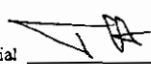
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Initial 

DEED OF TRUST

THIS DEED OF TRUST, made this **April 26, 2006** BETWEEN

G3, LLC

hereinafter called the GRANTOR(S),

whose address is: **310 South Garden Street, Boise, Idaho 83705**

FIRST AMERICAN TITLE COMPANY herein called TRUSTEE, and

Fiserv ISS and Company fbo Bruce A. Nelson

whose address is: **PO Box 173859, Denver, Colorado 80217**

BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **ELMORE**, State of **Idaho**, described as follows and containing not more than forty acres:

Township 1 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 23: North ½ Northwest ¼ Northwest ¼

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conveyed upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith, executed by Grantor(s) in the sum of **Eighty-Five Thousand and No/100 (\$85,000.00)** final payment due **May 1, 2013** and secure payment of all such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this deed of trust and the note secured thereby, there are hereby incorporated and made an integral part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9, inclusive, of Part B of the deed of trust wherein the Title & Trust Co. was Trustee which was recorded in the mortgage records in the office of the county recorder of the following county on the respective date and under the instrument No. hereinafter designated:

County	Grantor	Recording Date	Instrument No.
Elmore	Joseph H. Jefferies	March 4, 1977	172788

G3, LLC

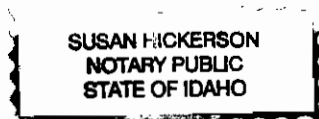


By: **Todd Alan Haynes, Manager**

State of **Idaho**

County of **Elmore**

On **April 27, 2006**, before me, a Notary Public, in and for said State, personally appeared **Todd Alan Haynes** personally known or identified to me to be the **Manager** of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Susan Hickerson
Notary Public
Residing at: **Mountain Home, ID**
Commission Expires: **8-13-07**

DO NOT RECORD

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 9 INCLUSIVE OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE ATTACHED HEREOF.

A. To protect the security of this Deed of Trust, Grantor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee: and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or closure, pay necessary expenses employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

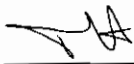
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

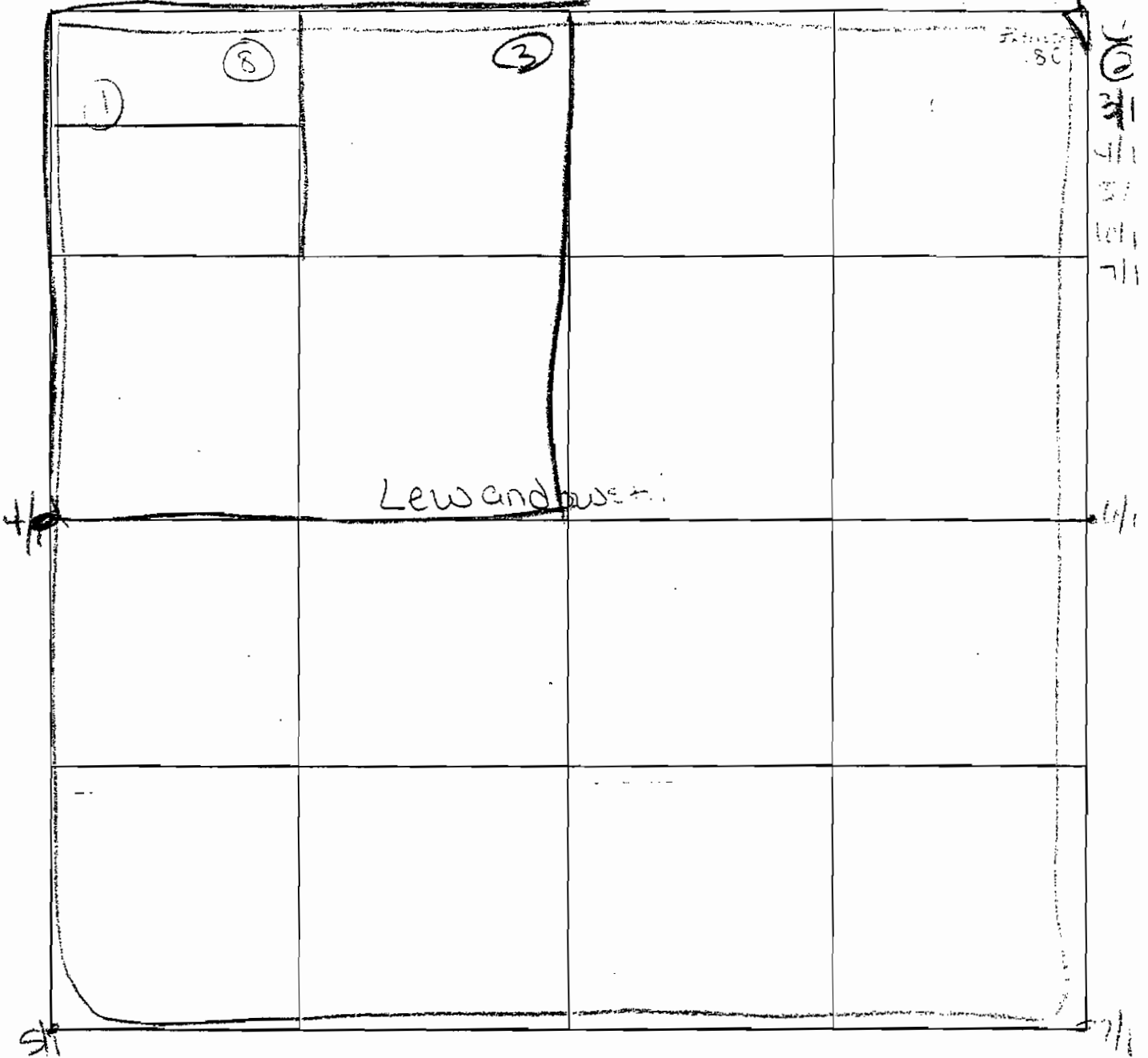
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Initial 

Section 23 Township 15 Range 4 E



⑧ = N2NW4NW4

Extension:
5/1/06

**FIRST SUPPLEMENT TO PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY**

BETWEEN:

SELLERS:

ESTATE OF ROBERT E. LEWANDOWSKI,
MEMBERS OF LEWANDOWSKI LIMITED LIABILITY COMPANY CONSISTING OF
ESTATE OF ROBERT E. LEWANDOWSKI,
ESTATE OF RUTH LEWANDOWSKI,
ILLA LEWANDOWSKI,
LOUELLA HANSEN,
JASON FUNK,
KEN NASON and BETTY NASON,
and
ESTATE OF RUTH LEWANDOWSKI
(owner of mobile home)

BUYER:

TODD A. HAYNES or ASSIGNS

DATED this ____ day of March, 2006

**FIRST SUPPLEMENT TO PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY**

This First Supplement To Purchase And Sale Agreement And Receipt For Earnest Money (hereinafter referred as "First Supplement") is made this ____ day of March, 2006, by and between the ESTATE OF ROBERT E. LEWANDOWSKI, MEMBERS OF LEWANDOWSKI LIMITED LIABILITY COMPANY CONSISTING OF THE ESTATE OF ROBERT E. LEWANDOWSKI, ESTATE OF RUTH LEWANDOWSKI, ILLA LEWANDOWSKI, LOUELLA HANSEN, JASON FUNK, KEN NASON and BETTY NASON, and ESTATE OF RUTH LEWANDOWSKI (owner of mobile home) (hereinafter referred to as "Sellers") and TODD A. HAYNES or ASSIGNS, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, on or about March 10, 2006, Sellers and Buyer entered into a Purchase And Sale Agreement And Receipt For Earnest Money (hereinafter referred to as "Sale Agreement") whereby Buyer agreed to purchase the following: (a) the real property of the Estate of Robert E. Lewandowski located in Elmore County, Idaho, known by the street address of 2136 East Lewandowski Lane, Boise, Idaho, 83716, and more particularly described therein; (b) several miscellaneous items of equipment; (c) all members' interest in Lewandowski Farms Limited Liability Company; and the mobile home owned by the Estate of Ruth Lewandowski for the \$220,000.00 payable as set forth in the foregoing Sale Agreement (which property is hereinafter referred to as the "Property"); and

WHEREAS, the foregoing Sale Agreement provided for the closing of the foregoing Property to occur no later than March 31, 2006, or prior thereto if mutually agreed upon between the parties; and

WHEREAS, the parties hereto desire to amend the terms of Paragraph 10 of the foregoing Sale Agreement as set forth herein.

NOW THEREFORE, Sellers and Buyer hereby amend and supplement the terms and conditions of the Sale Agreement based upon the mutual agreements as herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties:

1. Closing. The parties have agreed that the transaction as contemplated in the foregoing Sale Agreement shall be closed by First American Title Insurance Company with the closing to occur no later than May 1, 2006, or prior thereto if mutually agreed upon between the parties. Real and personal property taxes and assessments shall be pro-rated as of the date of closing.

2. Sale Agreement. All of the other terms and conditions of the parties' Purchase And Sale Agreement And Receipt For Earnest Money shall remain in full force and effect except as herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this First Supplement To Purchase And Sale Agreement And Receipt For Earnest Money the day and year first above written.

SELLERS:

ESTATE OF ROBERT E. LEWANDOWSKI

By: _____
Illa Lewandowski, Personal Representative
Date: _____

ESTATE OF ROBERT E. LEWANDOWSKI,
MEMBER OF LEWANDOWSKI FARMS LIMITED
LIABILITY COMPANY

By: _____
Illa Lewandowski, Personal Representative
Date: _____

ESTATE OF RUTH LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: _____
Louella Hansen, Personal Representative
Date: _____

Illa Lewandowski
Date: _____

Louella Hansen
Date: _____

Jason Funk
Date: _____

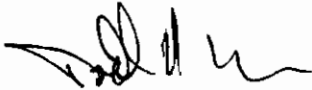
Ken Nason
Date: _____

Betty Nason
Date: _____

ESTATE OF RUTH LEWANDOWSKI

By: _____
Louella Hansen, Personal Representative
Date: _____

BUYER:



Todd A. Haynes
Date: 3/28/06

STATE OF IDAHO)
 ss.
County of Ada)

On this ____ day of March, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert E. Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 ss.
County of Ada)

On this ____ day of March, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert E. Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 ss.
County of Ada)

On this ____ day of March, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Ruth Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission Expires: _____

STATE OF IDAHO)
 ss.
County of Ada)

On this ____ day of March, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission Expires: _____

STATE OF IDAHO)
 ss.
County of Ada)

On this ____ day of March, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

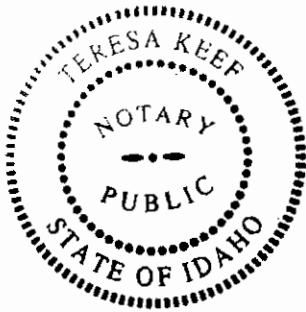
Residing at: _____

Commission Expires: _____

STATE OF IDAHO)
 ss.
County of Ada)

On this 28 day of March, in the year 2006, before me, Teresa Keef, a Notary Public in and for said State, personally appeared TODD A. HAYNES, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Teresa Keef
NOTARY PUBLIC FOR IDAHO
Residing at: Kuna
Commission Expires: 11/15/06

PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY

BETWEEN:

SELLERS:

ESTATE OF ROBERT E. LEWANDOWSKI,
MEMBERS OF LEWANDOWSKI LIMITED LIABILITY COMPANY CONSISTING OF
ESTATE OF ROBERT E. LEWANDOWSKI,
ESTATE OF RUTH LEWANDOWSKI,
ILLA LEWANDOWSKI,
LOUELLA HANSEN,
JASON FUNK,
KEN NASON and BETTY NASON,
and
ESTATE OF RUTH LEWANDOWSKI
(owner of mobile home)

BUYER:

TODD A. HAYNES or ASSIGNS

DATED this ____ day of February, 2006.

PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY

1. DATE. February ___, 2006

2. PARTIES.

Sellers:

Estate of Robert E. Lewandowski
Illa Lewandowski, Personal Representative
2136 East Lewandowski Lane
Boise, Idaho 83716

Estate of Robert E. Lewandowski
Illa Lewandowski, Personal Representative
Member of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Estate of Ruth Lewandowski
Louella Hansen, Personal Representative
Member of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Illa Lewandowski
Member of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Louella Hansen
Member of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Jason Funk
Member of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Ken Nason and Betty Nason, Husband and Wife
Members of Lewandowski Farms Limited Liability Company
2136 East Lewandowski Lane
Boise, Idaho 83716

Estate of Ruth Lewandowski (Owner of Mobile Home)
Louella Hansen, Personal Representative
2136 East Lewandowski Lane
Boise, Idaho 83716

Buyer: Todd A. Haynes or Assigns
310 South Garden Street
Boise, Idaho 83705

3. CONSIDERATION.

Sellers agree to sell to Buyer and Buyer agrees to purchase from Sellers the real and other property interests described in Paragraph 4 hereof upon the terms and conditions of this Agreement.

4. DESCRIPTION.

A. Real Property of the Estate of Robert E. Lewandowski:

County: Elmore County, Idaho

Street Address: 2136 East Lewandowski Lane, Boise, Idaho, 83716

Legal Description: Township 1 South, Range 4 East, Boise Meridian, Elmore County, Idaho
Section 23: North ½ Northwest 1/4 Northwest 1/4 and appurtenant rights

The life estate of Martin Lewandowski is specifically excluded from the sale of the foregoing real property. Buyer will acquire the real property subject to such life estate or will negotiate separately for its acquisition from the holder of that life estate.

Several miscellaneous items of equipment shall be included in the sale with the real estate owned by the Estate of Robert E. Lewandowski.

B. All members' interest in Lewandowski Farms Limited Liability Company

C. Mobile home owned by the Estate of Ruth Lewandowski

5. PURCHASE PRICE.

The total purchase price shall be the sum of \$220,000.00 less \$1,000.00 to be paid to Illa Lewandowski at closing for the extinguishment of her life estate in the foregoing real property and \$5,000.00 to the Estate of Ruth Lewandowski to be paid at closing to purchase the Estate's mobile home located on the foregoing real property, leaving a net purchase price of \$214,000.00. The \$214,000.00 purchase price shall be allocated as follows: (a) \$116,000.00 payable to Seller Estate of Robert E. Lewandowski and (b) \$98,000.00 being paid to Sellers the Estate of Robert E. Lewandowski, the Estate of Ruth Lewandowski, Illa Lewandowski, Louella Hansen, Jason Funk, and Ken Nason and Betty Nason, husband and wife, Members of Lewandowski Farms Limited Liability Company on the terms as herein set forth.

Buyer shall pay a \$90,000.00 down payment which shall be applied to the \$116,000.00 purchase price due and owing to the Estate of Robert E. Lewandowski. The balance of the amount due and owing to the Estate for the purchase of the real property being the sum of \$26,000.00 plus the balance due and owing to Sellers Estate of Robert E. Lewandowski, the Estate of Ruth Lewandowski, Illa Lewandowski, Louella Hansen, Jason Funk, and Ken Nason and Betty Nason, husband and wife, Members of Lewandowski Farms Limited Liability Company of \$98,000.00 shall be paid pursuant to the terms of a Promissory Note due and payable to the Sellers based upon their respective percentages of ownership of the Promissory Note of twenty-one (21%) percent and

seventy-nine (79%) percent each, which Promissory Note shall accrue interest at the rate of 6 3/4 percent per annum payable in monthly installments based upon a thirty (30) year amortization of the balance due, with the payments due on the first day of each month commencing May 1, 2006, and each month thereafter, with the entire amount due and owing pursuant to the Promissory Note automatically due March 31, 2016. Any payment not paid within ten (10) days of its due date shall accrue a late fee of five (5%) percent of the amount not paid on its due date.

The foregoing sums shall be secured by a first deed of trust and security interest in the property being sold except that Buyer(s) shall be entitled to have the foregoing debt subordinated to a first deed of trust loan provided the Buyer(s) and any principals of the Buyer(s) agree to be personally liable for the balance due and owing to Sellers and provided financial statements of Buyer(s) are provided to Sellers showing Buyer's net worth, which net worth and the terms of the lender loan shall be approved by Sellers, which approval shall not be unreasonably withheld or delayed.

Upon the execution of this Agreement by the Sellers and Buyer, Buyer shall pay the sum of \$2,500.00 as an earnest money deposit. Upon the closing of this sale, the earnest money deposit shall be applied toward the payment of the purchase price. If this sale transaction fails to close because of the default or breach by Buyer, then the earnest money deposit shall be forfeited and paid to Sellers as their interests may appear.

6. NO DEBT ASSUMED BY BUYER.

Buyer shall not assume any debt of the Sellers relating to the foregoing property.

7. CONTINGENCIES.

- 7.1 This sale transaction is contingent upon both Sellers executing this Agreement;
- 7.2 Purchase of the Illa Lewandowski life estate for the sum of \$1,000.00; and
- 7.3 Purchase from the Estate of Ruth Lewandowski of the mobile home located on the previously described real property for the sum of \$5,000.00; and
- 7.4 Court approval of the terms of this Agreement from the Estate of Robert E. Lewandowski, Case No. SP IE 0500438, pending in the Fourth Judicial District Court.

8. MARKETABLE TITLE.

Seller Estate of Robert E. Lewandowski warrants and represents to Buyer that it has title to the foregoing real property as represented in the preliminary title commitment attached hereto as Exhibit "A" which is by this reference incorporated herein as if set forth in full, except for the release of all financial liens and equipment.

9. INSPECTION.

Buyer and his representatives, agents, and designees shall have the right at reasonable times to enter upon the real property at Buyer's own cost and expense for any purpose in connection with Buyer's purchase of the real property including without limitation the right to conduct studies and inspections as Buyer may deem appropriate. Buyer agrees to pay the cost of any and all inspections of the real property and agrees not to damage the same. The sale transaction shall not be contingent upon Buyer's inspection of the premises. Buyer agrees to purchase the real and personal property as described herein "AS IS - WHERE IS," subject to all latent

and patent defects, and Sellers make no warranties or representations whatsoever regarding the same, it being agreed that SELLERS ARE NOT MAKING ANY WARRANTY OF MERCHANTABILITY OR THAT THE PROPERTY BEING SOLD IS FIT FOR ANY PARTICULAR PURPOSE.

10. CLOSING.

This transaction shall be closed by First American Title Insurance Company as closing agent for the parties and each party shall pay one-half of the closing costs assessed with regard thereto. The closing shall occur no later than March 31, 2006, or prior thereto if mutually agreed upon between the parties. Real and personal property taxes and assessments shall be pro-rated as of the date of closing.

11. POSSESSION.

Possession shall be delivered to Buyer at closing, except that the widow of Robert E. Lewandowski shall be entitled to reside on the real property for a period of six (6) months if she so elects at no cost to her.

12. DEFAULT.

On default by Buyer, Sellers are entitled to retain the earnest money as liquidated damages in lieu of any other damages that may be allowed by Idaho law due to the difficulty of ascertaining the amount of damages which would accrue as a result of any breach by Buyer.

13. GENERAL TERMS.

The following general terms shall apply to this sale transaction.

- 13.1 This Agreement contains the entire agreement between the parties hereto with respect to the transaction contemplated herein. Each of the parties hereto have caused to be included all representations and warranties as they consider material for the purposes of this transaction. The representations and warranties contained herein constitute all the representations and warranties upon which the parties have relied.
- 13.2 Time and prompt performance of each and every obligation of the parties hereto are agreed to be of the essence of this Agreement.
- 13.3 Except as specifically stated herein, neither this Agreement, nor any term or provision of it, may be changed, waived, discharged, amended, modified or terminated in any other manner other than by a written instrument signed by both parties.
- 13.4 Each party to this Agreement shall do all acts and execute and deliver all documents proper to accomplish the intents and purposes of this Agreement.
- 13.5 Any controversy (including both actions in contract and in tort) arising out of or relating to this Agreement (including its formation, performance, modification or extension) for any form of relief (including damages, rescission, specific performance and injunction, but excluding punitive damages, which shall not be awardable) shall be settled by arbitration. The arbitration shall be held in the City of Boise, Idaho. It shall be conducted under the auspices of and by the rules of the American Arbitration Association. Discovery shall be allowed at the discretion of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in a court of

competent jurisdiction as provided in the Idaho Uniform Arbitration Act, 7-901 *et seq.* The parties consent that any notice, motion, application or any paper concerning the arbitration may be served by certified mail, return receipt requested, or by personal service provided reasonable time for appearance is allowed. The arbitration proceedings must be begun within one (1) year after the claim arises. Failure to bring arbitration proceedings within that period shall constitute a waiver of that claim and an absolute bar to the institution of any proceedings on that claim.

- 13.6 The failure of any party to insist upon strict performance of any of the terms of this Agreement in any one or more instances shall not be construed to be a waiver or exercise of that right or of any other term of this Agreement, but all terms of this Agreement shall remain in full force and effect.
- 13.7 To be effective, any notice shall be in writing. The notice must be delivered in person or mailed by certified or registered mail, postage prepaid, return receipt requested, to the appropriate party. The notice must be mailed to the address for that party as such address is stated in this Agreement or as may be later designated in writing by that party.
- 13.8 This Agreement shall be governed by, construed and enforced under the laws of the State of Idaho, without giving effect to the principles relating to conflicts or choice of laws.
- 13.9 If either party shall bring suit or action against the other for relief, declaratory or not, arising out of this Agreement, the prevailing party in such action and any appeal thereof shall recover against the other party all court costs and disbursements together with reasonable attorneys' fees.
- 13.10 This Agreement shall be binding on all affiliates, subsidiaries, successors and assigns of the parties. This Agreement shall not be recorded.
- 13.11 The paragraph headings are for convenience only and do not define, limit, extend or interpret the scope of this Agreement or its paragraphs.
- 13.12 If any term of this Agreement is invalid, illegal or unenforceable, in whole or in part, the validity of the other terms of the Agreement shall remain operative and binding.
- 13.13 This Agreement may be signed in counterparts. All counterparts shall be considered an original.
- 13.14 Additional terms of sale negotiated between the parties are as follows:
 - 1. All liens and encumbrances on the property being sold shall be removed by Sellers at Closing.
 - 2. Sellers shall purchase owner's title insurance for the benefit of the Buyer of the real estate equal to the purchase price for the land.
 - 3. After the Closing, the Buyer shall own Lewandowski Farms, Limited Liability Company which shall also include the Firm Energy Sales Agreement between Idaho Power Company and Lewandowski Farms, Limited Liability Company which shall be in full force and effect as of the date of Closing. Either party may cancel this transaction prior to Closing if Idaho Power Company elects to cancel the Firm Energy Sales Agreement. The parties agree that they shall use their best efforts to obtain written confirmation from Idaho Power Company that the foregoing Agreement remains in full force and effect.

4. Within ten (10) business days of the execution of this Agreement, Buyer shall, at Buyer's expense, have the right to have flow rate and potability tests performed on the well on the property and to accept or reject such tests. If the tests are rejected by Buyer, this sale transaction shall be cancelled and all funds refunded to Buyer.
5. This sale transaction is contingent upon Buyer obtaining a Phase I Environmental Report of the property. The tests shall be performed within ten (10) days of the execution of this Agreement by Buyer. Buyer shall either approve or reject the results of the inspection report within ten (10) days of his receipt of the report. If the report is not acceptable to Buyer, Buyer shall have the right to cancel this transaction and receive a refund of his earnest money.
6. Buyer agrees to retain the Lewandowski Farms, Limited Liability Company name and to name the primary research facility on the property bearing in some manner the Lewandowski name. Other entities may or may not include the Lewandowski name at Buyer's discretion.

The following items shall be specifically included in the sale of the property as described herein:

1. Water rights numbers 61-10138 and 61-11881.
2. Vehicles:
 - a. 1985 Ford F250 service body; VIN 1FTEF25N6FPA81431;
 - b. 1965 Ford Flatbed truck; VIN 41254219952965;
 - c. Trailer; VIN ID 010687;
 - d. 1990 Ford F350 service body; VIN 2FDHF38GXLC92246;
 - e. 1986 Ford 700 Flatbed truck; VIN 1FDWD74N3GVA13850;
 - f. 1966 Ford, commonly known as "Big Red;" VIN unknown; Big Red includes 2 beds: 1 flat and 1 box, each red and near the truck;
 - g. 1984 Ford Bronco; VIN 1FMCU1459EUA13747;
 - h. Gin Pole used for raising and lowering wind turbines;
 - i. Yellow Caterpillar Tractor used for anchoring winch while raising and lowering towers;
 - j. 1939 John Deere Tractor;
 - k. Camper Shell, SA 102675, S 12882, MH 61064.
3. Mobile home formerly owned by Mrs. Ruth Lewandowski, including the refrigerator and washer and dryer.
4. Farmhouse.
5. All equipment specifically owned by Lewandowski Farms, Limited Liability Company.
6. All other miscellaneous items situated onsite.

See Exhibit "B" attached hereto for further non-exclusive description of certain vehicles and equipment included in this sale.

SELLERS:

ESTATE OF ROBERT E. LEWANDOWSKI

By: *Illa Lewandowski*
 Illa Lewandowski, Personal Representative
 Date: *2/2/06*

ESTATE OF ROBERT E. LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: Illa Lewandowski
Illa Lewandowski, Personal Representative
Date: 3/7/06

ESTATE OF RUTH LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: Louella Hansen
Louella Hansen, Personal Representative
Date: 03/07/06

Illa Lewandowski
Illa Lewandowski
Date: 3/7/06

Louella Hansen
Louella Hansen
Date: 03/07/06

Jason Funk
Date: _____

Ken Nason
Date: _____

Betty Nason
Date: _____

SELLERS:

ESTATE OF ROBERT E. LEWANDOWSKI

By: _____
Illa Lewandowski, Personal Representative
Date: _____

ESTATE OF ROBERT E. LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: _____
Illa Lewandowski, Personal Representative
Date: _____

ESTATE OF RUTH LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: _____
Louella Hansen, Personal Representative
Date: _____

Illa Lewandowski
Date: _____

Louella Hansen
Date: _____

Jason Funk
Date: 10 MAR 06

ESTATE OF ROBERT E. LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: _____
Illa Lewandowski, Personal Representative
Date: _____

ESTATE OF RUTH LEWANDOWSKI, MEMBER OF
LEWANDOWSKI FARMS LIMITED LIABILITY
COMPANY

By: _____
Louella Hansen, Personal Representative
Date: _____

Illa Lewandowski
Date: _____

Louella Hansen
Date: _____

Jason Funk
Date: _____

Ken Nason
Date: 3-10-06

Betty Nason
Date: 3/10/06

ESTATE OF RUTH LEWANDOWSKI

By: Louella Hansen
Louella Hansen, Personal Representative
Date: 03/07/06

BUYER:

Todd A. Haynes
Todd A. Haynes
Date: 2/28/06

STATE OF IDAHO)

ss.

County of Ada)

On this 7th day of March, in the year 2006, before me, Kathleen M. Malloy, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert E. Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Malloy
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
Commission Expires: 8/24/2011

STATE OF IDAHO)

ss.

County of Ada)

On this 7th day of March, in the year 2006, before me, Kathleen M. Malloy, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert E. Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Malloy
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
Commission Expires: 8/24/2011

STATE OF IDAHO)

ss.

County of Ada)

On this 7th day of March, in the year 2006, before me, Kathleen M. Mallory, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Ruth Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Mallory
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
Commission Expires: 8/24/2011

STATE OF IDAHO)

ss.

County of Ada)

On this 7th day of March, in the year 2006, before me, Kathleen M. Mallory, a Notary Public in and for said State, personally appeared ILLA LEWANDOWSKI, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Mallory
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
Commission Expires: 8/24/2011

STATE OF IDAHO)

ss.

County of Ada)

On this 7th day of March, in the year 2006, before me, Kathleen M. Mallory, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Malloy
NOTARY PUBLIC FOR IDAHO
Residing at: Ada, County
Commission Expires: 8/24/2015

STATE OF IDAHO)
ss.
County of Ada)

On this ____ day of February, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared JASON FUNK, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
ss.
County of Ada)

On this ____ day of February, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared KEN NASON and BETTY NASON, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
ss.
County of Ada)

On this 4th day of March, in the year 2006, before me, Kathleen M. Malloy a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Ruth Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen M. Mallory
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
Commission Expires: 8/24/2011

STATE OF IDAHO)
 ss.
County of Ada)

On this 28 day of February, in the year 2006, before me, Teresa Keef, a Notary Public in and for said State, personally appeared TODD A. HAYNES, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dorisa Keef
NOTARY PUBLIC FOR IDAHO
Residing at: *Runa*
Commission Expires: *11/15/06*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at:

Commission Expires:

STATE OF IDAHO)

ss.

County of Ada)

On this ____ day of February, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared JASON FUNK, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at:

Commission Expires:

STATE OF ~~IDAHO~~ ^{Iowa})

ss.

County of ~~Ada~~ ^{Hardin})

On this 10th day of ~~February~~ ^{March}, in the year 2006, before me, Laurie J. Norman, a Notary Public in and for said State, personally appeared KEN NASON and BETTY NASON, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC FOR ~~IDAHO~~ ^{Iowa}
Residing at: Iowa Falls, IA 50126
Commission Expires: 5-1-07

STATE OF IDAHO)

ss.

County of Ada)

On this ____ day of February, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the persons whose name is subscribed to the within instrument as Personal Representative of the Estate of Ruth Lewandowski, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission Expires: _____

STATE OF IDAHO)

ss.

County of Ada)

On this ____ day of February, in the year 2006, before me, _____, a Notary Public in and for said State, personally appeared LOUELLA HANSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission Expires: _____

California

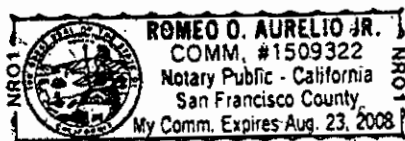
STATE OF IDAHO)

SAN FRANCISCO

County of ~~Ada~~)

On this 10 day of ~~February~~ ^{MARCH}, in the year 2006, before me, Romeo O. Aurelio Jr., a Notary Public in and for said State, personally appeared JASON FUNK, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Romeo O. Aurelio Jr.

NOTARY PUBLIC FOR ~~IDAHO~~ California

Residing at: 5812 Geary Blvd, SE, CA 94121

Commission Expires: Aug. 23, 2008