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PURCHASE AND SALE AGREEMENT

WATER RESOURCES
WESTERN REGION

This Purchase and Sale Agreement (this "Agreement") is made and entered into effective as of the 9th day of January, 2003, by and between Sundance Investments Limited Partnership, an Idaho limited partnership, or its assigns ("Buyer"), and Miller Family Trust as to a 10% undivided interest, Christopher J. Kepus as to a 10% undivided interest, Alfred W. Sturr as to a 10% undivided interest, Richard Lavender as to a 10% undivided interest, Loyal A. and Irene Mehrhoff Trust as to a 10% undivided interest, Fred Nakaji as to a 10% undivided interest, Mary Ballantyne and Estate of James H. Ballantyne as to a 10% undivided interest, Bruce R. Pickett as to a 10% undivided interest, L. Darwin McKay as to a 2.5% undivided interest, Donna McKay as to a 2.5% undivided interest, Fred Delgadillo, Sr. as to a 5% undivided interest, Bob Delgadillo as to a 5% undivided interest, and Fred Delgadillo, Jr. as to a 5% undivided interest (collectively, "Seller").

Recitals

A. Seller owns as tenants-in-common that certain property depicted on Exhibit A, attached hereto and made a part hereof, (the "Property"), consisting of approximately 78.39 acres.

B. Buyer desires to purchase, and Seller desires to sell, the Property according to the terms and conditions set forth below.

Agreement

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **PROPERTY TO BE PURCHASED.** Buyer agrees to purchase, and Seller agrees to sell, the Property, together with all easement rights, mineral rights, other appurtenances, water and water rights appurtenant to or used on the Property and all shares, certificates, and other documents evidencing such water rights.

2. **PRICE; EARNEST MONEY NOTE.** The purchase price for the Property is FOUR MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$4,320,000) (the "Purchase Price"). The Purchase Price shall be payable through escrow as follows;

a. Deposit. By no later than January 13, 2003, Buyer shall deposit Fifty Thousand Dollars (\$50,000) (Earnest Money), to be held for the benefit of Seller. If Buyer elects to not purchase the Property in accordance with the terms and conditions of this Agreement, the Earnest Money shall be released to Buyer.

b. Cash at Closing. At Closing, the Earnest Money shall be released to Buyer, and Buyer shall pay the Purchase Price, as adjusted pursuant to this Agreement, to Seller in cash.

3. **TITLE COMPANY/CLOSING AGENCY AND CLOSING FEES.** The parties agree that Pioneer Title Company of Ada County (the "Title Company") shall provide any required title policy and preliminary report or commitment. Each party agrees to pay one-half of the Closing Agency's fee and any recording costs.

4. **TITLE INSURANCE.** Seller shall provide and pay for an ALTA Owner's Standard Coverage Title Policy insuring the Buyer for the amount of the Purchase Price. Buyer shall obtain from the Title Company a preliminary title report or commitment together with copies of all underlying documents giving rise to any exceptions listed therein. Buyer shall have ten (10) days from the date this Agreement is executed by Buyer and Seller to object, by written notice to Seller, to the condition of title as set forth in the report. In the event Buyer makes written objection to any exception to title, Seller shall have a reasonable time, not to exceed five (5) days, to remove any such objected to exception or provide affirmative title insurance coverage. If Seller cannot remove, or is unwilling to remove, such objected to exceptions or provide affirmative title insurance coverage for the same, Buyer may elect to either terminate this Agreement or proceed to closing, taking title subject to such exceptions. If Buyer does not object prior to the conclusion of the ten (10) day period, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate this Agreement as provided herein, the Earnest Money shall be released to Buyer and Buyer shall pay the costs for the Title Company's preparation of the preliminary title report.

5. **ACCESS TO PROPERTY.** Upon the execution of this Agreement by Buyer and Seller, Buyer and its agents shall be entitled to access to the Property for purposes of inspecting and surveying the Property. Buyer shall indemnify, hold harmless, protect and defend Seller (and its officers, directors, shareholders, employees, agents, successors and assigns) from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including reasonable attorney's fees and court costs) for labor or services performed or materials furnished to or for Buyer, or for personal injury or death or property damage arising out of entry upon the Property by Buyer or its employees, agents or independent contractors.

6. **AS-IS PURCHASE.** Buyer acknowledges and agrees that, prior to Closing, Buyer shall have made its independent investigation and examination of the Property. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property other than those contained in the warranty deed. Purchaser expressly acknowledges and agrees that, upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in an "AS IS" condition.

7. **TITLE CONVEYANCE.** Title to the Property is to be conveyed by warranty deed and is to be marketable and insurable except for those liens, encumbrances or defects approved by Buyer pursuant to Section 4 of this Agreement.

8. **CLOSING DATE.** For purposes of this Agreement, "Closing" shall be deemed to be the date on which the deed is recorded and the sales proceeds are available for disbursement to Seller. On or before Closing, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. Closing shall be February 28, 2003, or such other date as agreed by Buyer and Seller in writing.

9. PRORATIONS; COMMISSIONS. Taxes and water assessments shall be prorated as of Closing, using the last available assessment as a basis for such prorations. Seller shall be entitled to all rents from the Property through and including the Closing Date. Seller shall pay any brokerage commissions due to Thornton Oliver Keller Commercial Real Estate (with The Igo Company participating pursuant to a separate agreement between it and TOK) for the transaction contemplated in this Agreement.

10. DEFAULT; ATTORNEY FEES. If either party default under this Agreement, the non-defaulting party shall be entitled to all such rights as are available at law or in equity, all of which shall be cumulative. In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

11. CONDEMNATION. If, at any time before the Closing Date, the Property or any part thereof is threatened with condemnation, or legal proceedings are commenced under the power of eminent domain, Buyer shall have the option to terminate the Agreement by giving Seller written notice, in which event neither Seller nor Buyer shall have any further right or obligation hereunder. If Buyer does not exercise its option to terminate this Agreement, the Agreement shall remain in full force and effect and shall not terminate, and all damages shall belong to and be the property of Buyer. Seller shall execute any assignments or other documents reasonably required by Buyer to confirm Buyer's rights as provided hereunder, and Buyer shall accept the Property without any reduction of the Purchase Price by reason of such threatened or actual condemnation.

12. MISCELLANEOUS. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements not contained herein. This Agreement may be amended only by a written memorandum subsequently executed by all of the parties hereto. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be. Headings of Paragraphs are for convenience of reference only, and shall not be construed as a part of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized

that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

13. 1031 EXCHANGE. Each party shall cooperate with the other party in connection with a tax-deferred exchange involving the Property under Section 1031 of the Internal Revenue Code, provided that any such tax-deferred exchange shall not delay or be a condition to Closing and shall not result in any additional cost or liability to the non-exchanging party.

14. ASSIGNMENT. Buyer may assign all or a portion of its interests under this Agreement upon prior written notice to Seller.

15. TWO PARCELS: It is understood that the Property is comprised of two parcels and that the Seller shall convey the property by two warranty deeds.

16. SELLER AUTHORITY. The undersigned jointly and severally represent and warrant to Buyer that they are the owners of 100% of the fee title to the Property, with the full right, power and authority to execute and deliver this Agreement and sell the Property to Buyer. The undersigned shall jointly and severally indemnify, hold harmless, protect and defend Buyer (and its officers, directors, shareholders, employees, agents, successors and assigns) from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including reasonable attorney's fees and court costs) arising from or related to any breach of the foregoing representation.

17. NOTICES TO SELLER. For purposes of this Agreement, notices to Seller shall be sent to: 940 Ash Street, Kuna, Idaho 83634, Attn: Jack Miller, with copy to: Thornton Oliver Keller Commercial Real Estate, 250 S. Fifth St., Second Floor, Boise, ID 83702.

18. DISCLOSURE. Seller discloses and Buyer acknowledges the listing broker for the transaction contemplated in this Agreement is related to a principal of the Seller.

19. AGENCY DISCLOSURE: In the transaction contemplated by this Agreement, the brokerages involved had the following relationships with the Buyer and Seller: Listing Broker acted as Non-agent for the Buyer and Agent for the Seller. Selling Broker acted as Agent for the Buyer and Non-agent for the Seller.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

BUYER:

SUNDANCE INVESTMENTS LIMITED PARTNERSHIP,
an Idaho limited partnership

By:


Roger L. Anderson, General Partner

1/13/03

SELLER:

MILLER FAMILY TRUST
CHRISTOPHER J. KEPUS
ALFRED W. STURR
RICHARD LAVENDER
LOYAL A. AND IRENE MEHRHOFF TRUST
FRED NAKAJI
MARY BALLANTYNE
ESTATE OF JAMES H. BALLANTYNE
BRUCE R. PICKETT
L. DARWIN MCKAY
DONNA MCKAY
FRED DELGADILLO, SR.
BOB DELGADILLO
FRED DELGADILLO, JR.

By:

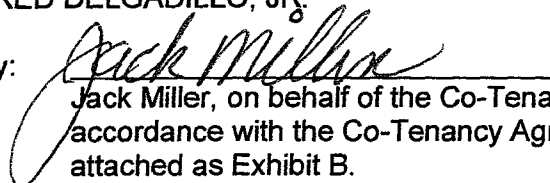

Jack Miller, on behalf of the Co-Tenants and in
accordance with the Co-Tenancy Agreement
attached as Exhibit B.

EXHIBIT A
DEPICTION OF PROPERTY

Purchase And Sale Agreement - 6

Rev. 1/06/03

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EXHIBIT A DEPICTION OF PROPERTY

RECORD OF SURVEY NO. _____

CP&F INST. NO. 8822175

S 69°14'20" E
1332.53'

1/16 CORNER

2685.00'

CP&F INST. NO. 7892139
ID. DEPT. OF PUBLIC WORKS
BRASS CAP, "132430.6"

21.00'

25' PROPOSED R/W

1332.34'

PROPERTY

NOT A PART

LINE	DIRECTION	DISTANCE
L1	N71°05'47"W	316.75'
L2	S58°21'27"W	104.33'
L3	S00°01'30"W	281.88'
L4	S80°31'23"E	380.85'

CHORD NO.	RADIUS	DELTA ANGLE	LENGTH	TANGENT	CHORD	CHORD BEARING
C-1	780.00'	47°07'40"	387.22'	200.70'	387.76'	N67°22'48"W

EXCEPTION, INST. NO. 110028023
NOT A PART

2057.20'

21.38'

21.61'

21.34'

19.13'

40.49'

MONUMENT NOT SET

N 80°07'33" W 332.32'

N 50°32'04" W 122.86'

PROPERTY

1487.00'

S 00°11'45" W

1/16 CORNER

2687.52'

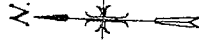
N 80°07'33" W

1332.76'

1/16 CORNER

CP&F INST. NO. 9040604

INITIALS *JEM*



SCALE: 1"=200'

Boundary Line
Easement Line
Top of Bank

Found Brass Cap

Found 5/8" Iron Pin

Set 5/8" x 30" Iron Pin w/ Cap

Set 1/2" x 24" Iron Pin w/ Cap

I, John T. Eddy, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Perpetuation and Filing Act, Idaho Code 55-1811 through 55-1812.

John T. Eddy

License No. 972

RECORDING INDEX NO. 321-21-4-0-00-00

RECORD OF SURVEY FOR
JACK MILLER

A PORTION OF THE E 1/2 OF THE NW 1/4 OF SECTION 21
T.38N., R.1E., B.1M.
ADA COUNTY

E LAND SURVEYING

2150 N. Star Road
Boise, Idaho 83704
(208) 288-1231

ACAD. DRAWG. FILE 2410-02
DES. NO. 21
DATE SURV. 21
CHK. BY
SHEET 1 OF 1
FROM THE FIELD

EXHIBIT B
CO-TENANCY AGREEMENT

Purchase And Sale Agreement - 7

Rev. 1/06/03

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**AGREEMENT
OF
CO-TENANCY**

Agreement executed on December ____, 2002 among the Miller Family Trust, Christopher J. Kepus, Alfred W. Sturr, Richard Lavender, Loyal A. and Irene Mehrhoff Trust, Fred Nakaji, Mary Ballantye and the Estate of James H. Ballantyne, Bruce R. Pickett, L. Darwin McKay, Donna McKay, Fred Delgadillo, Sr., Bob Delgadillo, and Fred Delgadillo, Jr. (collectively referred to as "Cotenants").

1. BACKGROUND.

1.1 Original Joint Venture and Distribution of Property. The Cotenants originally executed and participated in the TCM Joint Venture Agreement, effective July 1, 1978 ("TCM Agreement"). In accordance with the TCM Agreement, the TCM Joint Venture acquired that certain piece of real property in Ada County ("Property") and legally described on Exhibit A attached. The TCM Joint Venture will terminate and distribute to each Cotenant an interest in the Property in accordance with the terms of the TCM Agreement.

1.2 Ownership of Property. Following distribution by TCM Joint Venture to the Cotenants of their respective interests in the Property, each of the Cotenants will own an undivided interest as tenants in common in the Property. The percentage ownership in the Property will be as follows:

COTENANT NAME	UNDIVIDED INTEREST IN PROPERTY
Miller Family Trust	10%
Christopher J. Kepus	10%
Alfred W. Sturr	10%
Richard Lavender	10%

Loyal A. and Irene Mehrhoff Trust	10%
Fred Nakaji	10%
Mary Ballantyne and Estate of James H. Ballantyne	10%
Bruce R. Pickett	10%
L. Darwin McKay	2½%
Donna McKay	2½%
Fred Delgadillo, Sr.	5%
Bob Delgadillo	5%
Fred Delgadillo, Jr.	5%

1.3 Purpose of Agreement. For their mutual convenience and protection, the Cotenants have deemed it desirable to enter into an agreement setting forth the terms and conditions upon which they will hold, manage, and dispose of their undivided interests in the Property.

1.4 Term. This Agreement shall continue until December 31, 2010, unless the term shall be extended by Cotenants, or unless the Cotenants terminate this Agreement in a writing signed by all Cotenants.

1.5 No Partnership. The Cotenants do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which each Cotenant shall hold, manage, and dispose of its undivided interest in the Property. No Cotenant is authorized to act as agent for any other Cotenant, to act on behalf of any other Cotenant, to do any act which will be binding on any other Cotenant, or to incur any expenditures with respect to the Property, except as specifically set forth in this Agreement.

2. MANAGEMENT OF THE PROPERTY.

2.1 Conduct of General Business. The ordinary and usual decisions concerning the Property shall be made by Jack E. Miller. The Cotenants agree that only Jack E. Miller and authorized agents of Jack E. Miller shall have the authority to bind the Cotenants with respect to the Property. No Cotenant other than Jack E. Miller shall take any action to bind the Property, and each Cotenant shall indemnify the other Cotenants for any costs or damages incurred by the other Cotenants as a result of the unauthorized action of such Cotenant.

2.2 Decisions Requiring Cotenant Approval.

2.2.1 Decisions Requiring Majority. Only with the prior written consent of a Majority of the Cotenants, shall Jack E. Miller have authority to take the following actions with respect to the Property:

- a. Formal proposals or bids to any individual, corporation, business, federal, state or local governmental or quasi-governmental bodies or agencies;
- b. The undertaking to obtain loan commitments for any purpose;
- c. The creation of any mortgage of realty or of any lien or other encumbrance on material personalty;
- d. The undertaking of guarantee, endorsements or other contingent obligations;
- e. The undertaking of any indebtedness, whether for debt incurred, monies borrowed or otherwise, regardless of the purpose, in any amount;
- f. The commitment, contract, lease or other obligation involving the expenditure of funds;
- g. The compromise or release of any debt due a Cotenant except upon full payment thereof;
- h. Grant a security interest in or sell a Cotenant's interest in the Property, or any part thereof, or in its capital, assets or property or any part thereof, or enter into any agreement as a result of which any person shall become interested with it in the Property; and
- i. Do any act detrimental to the best interests of the Cotenants, or which would impair the conduct of the ordinary business with respect to the Cotenant's interest in the Property.

2.2.2 Decision For Sale Requiring Super Majority. Only with the prior written consent of a Super Majority of the Cotenants, shall Jack E. Miller have authority to take any actions with respect to the sale of the Property or other disposition of the Property or its material personalty.

3. FINANCES AND RECORDS.

3.1 Books. Full and accurate books of account shall be kept by Jack E. Miller at Jack E. Miller's offices with respect to the Property. Each Cotenant shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. Such books shall be maintained on the basis used for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

3.2 Bank Accounts. Jack E. Miller shall deposit all rentals and income from the Property in a checking account established for the Property. All rentals and income from the Property shall be received, held, and disbursed by Jack E. Miller only for the purposes specified in this Agreement.

3.3 Allocation of Income, Gains, Losses, Deduction, and Credits. The income, gains, losses, deductions, and credits (or items thereof) arising from the ownership, leasing, and sale of, and other activities relating to, the Property shall belong to each Cotenant for tax and accounting purposes during each calendar year in proportion to the Cotenant's ownership interest in the Property as follows:

COTENANT NAME	PERCENTAGE
Miller Family Trust	10%
Christopher J. Kepus	10%
Alfred W. Sturr	10%
Richard Lavender	10%
Loyal A. and Irene Mehrhoff Trust	10%
Fred Nakaji	10%

Mary Ballantyne and the Estate of James H. Ballantyne	10%
Bruce R. Pickett	10%
L. Darwin McKay	2½%
Donna McKay	2½%
Fred Delgadillo, Sr.	5%
Bob Delgadillo	5%
Fred Delgadillo, Jr.	5%

3.4 Cash Distributions. All Available Cash, as determined by Jack E. Miller, shall be distributed to the Cotenants in an amount equal to the available cash multiplied by the Cotenant's percentage set forth in Section 3.3. "Available Cash" is defined as all cash available for distribution to the Cotenants from cash receipts (excluding Sale or Refinancing Proceeds) after payment of all normal and current expenses and after the funding of any reserves deemed reasonable by Jack E. Miller.

3.5 Distribution of Proceeds of Sale or Refinance. Sale or Refinancing Proceeds shall be distributed to the Cotenants in the following order of priority:

- a. To the payment of the liabilities relating to the Property then due and owing to persons other than the Cotenants;
- b. To establish such reserves for the Property as Jack E. Miller, in his sole discretion, determines to be reasonably necessary for any contingent or foreseeable liability or obligation relating to the Property; provided, however, that the balance of any such reserves remaining after such time as the Cotenants shall have reasonably determined need not be retained and may be distributed as indicated in the following provisions of this Section;
- c. To the Cotenants in an amount equal to the remaining amount of the Sale or Refinancing Proceeds multiplied by the Cotenant's

percentage ownership interest in the Property.

3.6 Cotenants' Cash Contributions. In the event the bank account does not contain sufficient funds to make any required or authorized payments, the Cotenants shall, within thirty (30) days after written notice given by Jack E. Miller, deposit with Jack E. Miller in proportion to their respective interest in the Property, the funds required to make the payments. If any Cotenant should fail to so deposit Cotenant's share of such funds with Jack E. Miller within the time required, then the other Cotenants may advance such funds, and the amounts so advanced shall be a loan from the Cotenants advancing such funds to the defaulting Cotenant. Such loan shall be due on demand and shall bear interest at the rate of twelve percent (12%) per annum from the day so advanced until paid.

4. RESTRICTIONS ON SALE.

4.1 Sale of Interest in Property. No Cotenant shall have the right to assign, transfer, sell, or in any way dispose of any part of the Cotenant's interest in the Property except as provided in this Agreement.

4.2 Right of First Refusal.

- a. Any Cotenant desiring to sell all of his interest in the Cotenancy hereafter in this Section 4.2 shall, after obtaining written consent of all Cotenants, first by means of an offer in writing offer the interest to the other Cotenants hereafter in this Section 4.2 at a price equal to the amount of capital invested by the Cotenant into the Cotenancy less any loss, if any.
- b. The other Cotenants shall have, initially, thirty (30) days after receipt of such written offer within which to elect to purchase the offered interest, in the same ratio as their then ownership bears to the total ownership excluding the offered interest, such election to be evidenced and exercised by written notices, effective when mailed.
- c. Should a Cotenant to whom a written offer was made by the withdrawing Cotenant elect not to purchase his proportionate share of such offered interest then the other non-withdrawing Cotenants may, at their option, purchase such proportionate interest in addition to their aforementioned ratio of such withdrawing Cotenant's interest.
- d. If the right of first refusal as hereinabove stated is thus exercised by the other Cotenants, they shall purchase the offered interest from the selling Cotenant on the following terms and conditions: The total purchase price shall be payable to the selling Cotenant in cash within ninety (90) days of the exercise of the written notice of acceptance.
- e. If the non-selling Cotenants fail to exercise the right of first refusal as hereinabove stated, the selling Cotenant may transfer his interest in the aforementioned Cotenancy to any prospective purchaser.

4.3 No Partition. The Cotenants agree that no Cotenant, or any successor in interest to a Cotenant, shall have the right while this Agreement remains in effect to have the Property partitioned, or to file a complaint or institute any procedure in law or in equity to have the Property partitioned, and each Cotenant, on behalf of the Cotenant and the Cotenant's successors, representatives, heirs, and assigns hereby waives any such right.

4.4 1031 Exchanges. Each Cotenant reserves the right to execute an IRC 1031 tax-deferred exchange on any or all of the respective Cotenant's interest in the Property in the event of a sale of the Property. The Cotenants agree to cooperate in said exchange at no cost or liability to any Cotenant other than the Cotenant(s) who is executing such IRC 1031 tax-deferred exchange.

5. ARBITRATION.

5.1 Binding Arbitration. The submission to arbitration in accordance with the terms of this Section shall be the sole and exclusive method, means, and procedure to resolve any and all disputes, claims, or controversies of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise ("Dispute"), now existing or subsequently arising between the parties in any way arising out of, pertaining to, or in connection with (a) this Agreement of Cotenancy, or any related agreement, document, or instrument (collectively, the "Documents"); (b) any incidents, omissions, acts, practices, or occurrences causing injury to either party whereby the other party or its agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to the Documents or the transactions contemplated by the Documents; or (c) any aspect of the past or present relationships of the parties with respect to the Documents or the transactions contemplated by the Documents. Any party to a Dispute may, by summary proceedings, bring an action in court to compel arbitration of any Dispute.

5.2 Governing Rules. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), except to the extent modified in this Section.

5.3 Scope of Award; Modification or Vacation of Award. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable. The arbitrators may also grant such ancillary relief as is necessary to make effective the award; provided, however, in no event may the arbitrators award punitive damages. To the extent permitted by applicable law, the arbitrators shall have the power to award recovery of all legal expenses (including, but not limited to, attorneys' fees, administrative fees, arbitrators' fees, and other professional fees and expenses) to the prevailing party. However, the award or potential award of legal expenses shall not be considered in determining the amount in controversy for purposes of determining the appropriate number of arbitrators for the Dispute. The arbitrators shall resolve all aspects of any Dispute in accordance with the applicable substantive law. The arbitrator shall make specific, written findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction subject to (i) the parties' statutory right to seek vacation or modification of an award pursuant to applicable law, and (ii) the parties' right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; however, any such application for vacation or modification of an award based on an incorrect

ruling of law must be filed in a court otherwise having jurisdiction over the Dispute within sixty (60) days after the date the award is rendered. The findings of fact by the arbitrators shall be binding upon all parties and shall not be subject to further review, except as otherwise allowed by applicable law.

6. DEFINITIONS.

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

6.1 Majority. In the case of Cotenants, Cotenants holding more than one-half (½) of the percentage ownership in the Property.

6.2 Majority Vote. The affirmative vote or consent of a Majority.

6.3 Person. Any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "person" where the context so permits, and unless the context expressly indicates to the contrary, includes Cotenants.

6.4 Sale or Refinance. Any transaction regarding the Property not in the ordinary course of business, including, without limitation, sales, exchanges or other dispositions of the Property, condemnations, recoveries of damage awards and insurance proceeds other than business or rental interruption insurance proceeds, or any borrowing or refinancing.

6.5 Sale or Refinance Proceeds. All cash receipts arising from a Sale or Refinancing less the following:

- a. the amount of cash paid or to be paid in connection with or as an expense of such Sale or Refinancing, and, with regard to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid for repairs, replacements or renewals resulting from damage to or partial condemnation of the affected property;
- b. the amount necessary for the payment of all debts and obligations arising from or otherwise related to the particular Sale or Refinancing; and,
- c. any amount set aside by Jack E. Miller for reserves.

6.6 Sharing Ratio. With respect to any Cotenant, the percentage of ownership in the Property.

6.7 Super Majority. The vote, approval, consent or other action of Cotenants holding at least seventy (70%) of the ownership interest in the Property.

6.8 Super Majority Vote. The affirmative vote or consent of a Super Majority.

6.9 Transfer. Any voluntary or involuntary transfer, sale, assignment, exchange, mortgage, pledge, hypothecation, agent, or other disposition, absolute or as security or encumbrance (including dispositions by operation of law).

7. GENERAL PROVISIONS.

7.1 Notices. All notices, claims, requests and other communications ("Notices") under this Agreement (i) shall be in writing, and (ii) shall be addressed or delivered to the relevant address indicated at the end of this Agreement or at such other address as shall be given in writing by a party to the other. Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person, or (ii) ten (10) calendar days after the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested, unless an earlier date is indicated by the return receipt.

7.2 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Ada County is the proper venue.

7.3 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

7.4 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

7.5 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

7.6 Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

7.7 Entire Agreement. All Schedules and Exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying Schedules and Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

7.8 Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.10 Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K.Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr.

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Delgadillo

Exhibit A

Real Property located in Ada County, Idaho, more particularly described as follows:

East half of the Northwest Quarter of Section 21, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, as set forth in the official records of Ada County, Idaho.

STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Jack E. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that he executed the same as such Trustee of the Miller Family Trust.

Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires _____

STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Carol A.K. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that she executed the same as such Trustee of the Miller Family Trust.

Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Christopher J. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

CO-TENANCY AGREEMENT - 15

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) SS
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Fred Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____

Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Molly Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

STATE OF _____)
) SS
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Patricia R. McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Donna McKay, known or identified to me to be the

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

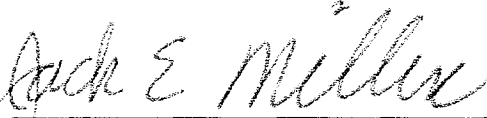
STATE OF _____)
) ss
County of _____)

Notary Public for _____
Residing at _____
Commission Expires _____

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

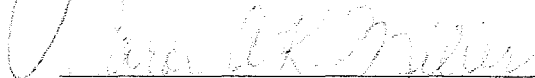
8. COTENANT SIGNATURES.

Dated: 12-31-02, 2002



Jack E. Miller, Trustee of the Miller Family Trust

Dated: 12-31-02, 2002



Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

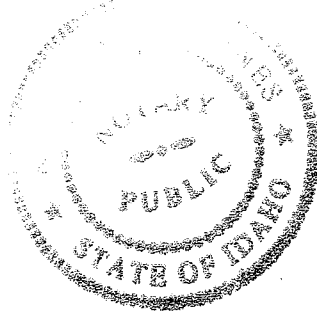
L. Darwin McKay

Dated: _____, 2002

Donna McKay

STATE OF IDAHO)
) ss
County of Ada)

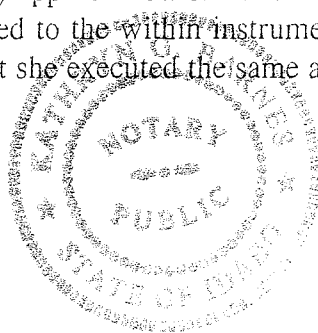
On this 11 day of January, 2002, before me a notary public in and for the State of Idaho, personally appeared Jack E. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that he executed the same as such Trustee of the Miller Family Trust.



William G. [Signature]
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 8/9/03

STATE OF IDAHO)
) ss
County of Ada)

On this 13 day of January, 2002, before me a notary public in and for the State of Idaho, personally appeared Carol A.K. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that she executed the same as such Trustee of the Miller Family Trust.



Kathleen L. [Signature]
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 8/9/03

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Christopher J. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	<i>Jack E. Miller</i>

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

Dated: 12-24, 2002

COTENANTS

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

Dated: 12-24, 2002

Dated: 1-02, 2003

Dated: _____, 2002

Dated: _____, 2002

Dated: _____, 2002

COTENANTS

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Christopher J. Kepus

Alfred W. Sturr

Richard Lavender

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

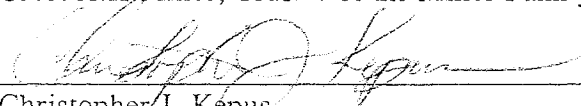
Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: 1-02, 2002 2003



Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado

On January 3, 2003, before me, Karen Dighton, Notary Public (name, title of officer), personally appeared Christopher S. Kepus

(☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/its authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument).

WITNESS my hand and official seal.

Karen Dighton
Signature



9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: 1-2-03

Kathleen M. Kepus
Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

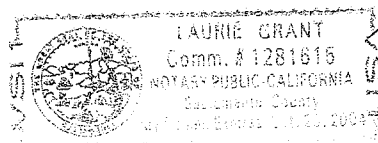
Diane Del Gadillo

STATE OF California)
) ss
County of San Diego)

On this 2nd day of February, 2003, before me, a notary public in and for the State of Idaho, personally appeared Kathleen M. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.


Notary Public for State of California
Residing at Cameron Park, Ca
Commission Expires 2004

STATE OF _____)
) ss
County of _____)



On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Alfred W. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Patricia A. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: 12/30, 2002

Alfred W. Sturr
Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

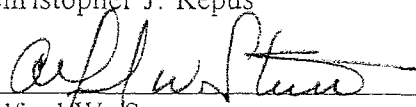
Dated: _____, 2002

Carol A.K.Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: 12/30, 2002



Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: 11/30/11 *Pat*

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

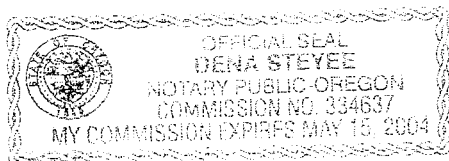
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Kathleen M. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Oregon)
) ss
County of Multnomah)

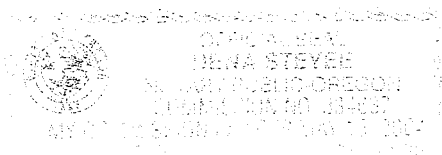
On this 30th day of December, 2002, before me, a notary public in and for the State of Idaho, personally appeared Alfred W. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for Oregon
Residing at Portland, OR
Commission Expires May 15, 2004

STATE OF Oregon)
) ss
County of Multnomah)

On this 30th day of December, 2002, before me, a notary public in and for the State of Idaho, personally appeared Patricia A. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



[Signature]
Notary Public for Oregon
Residing at Portland, OR
Commission Expires May 15, 2004

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: 12-24, 2002

Richard Lavender

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: 12-7-02, 2002

Richard D. Lavender
Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: 2-8-00

Barbara Lavender
Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

STATE OF Montana)
) ss
County of Beauregard)

On this 20th day of January, 2002, before me, a notary public in and for the State of Idaho, personally appeared Richard Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



NOTARY PUBLIC-MONTANA
Residing at Hamilton, Montana
My Comm. Expires Nov 1, 2002

Ellen F. Kiedraich
Notary Public for Montana
Residing at Hamilton
Commission Expires 11-01-2002

STATE OF Montana)
) ss
County of Beauregard)

On this 20th day of January, 2002, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



NOTARY PUBLIC-MONTANA
Residing at Hamilton, Montana
My Comm. Expires Nov 1, 2002

Ellen F. Kiedraich
Notary Public for Montana
Residing at Hamilton
Commission Expires 11-01-2002

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.

Notary Public for _____
Residing at _____
Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

Dated: 12-24, 2002

COTENANTS

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: 12-24, 2002

Loyal A. Mehrhoff, Jr.
Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: Sept 9, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Richard Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

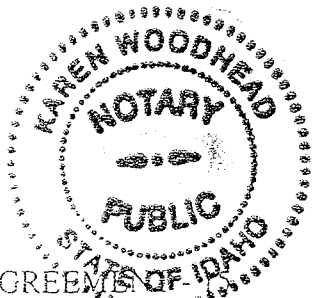
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
County of Ada)

On this 27th day of December, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.



Karen Woodhead
Notary Public for State of Idaho
Residing at Boise, Idaho
Commission Expires 12/31/05

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: 12/30, 2002

Fred Nakaji
Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: 12/11, 2002

Fred Nakaji
Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

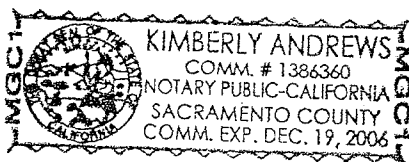
Patricia R. McKay

Dated: _____

Diane Del Gadillo

STATE OF California)
) ss
County of Sacramento)

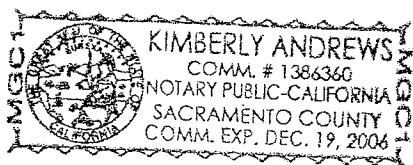
On this 30 day of December, 2007, before me, a notary public in and for the State of ~~Idaho~~ California, personally appeared Fred Nakaji, ~~known or identified~~ to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



Kimberly Andrews
Notary Public for _____
Residing at Elk Grove
Commission Expires _____

STATE OF California)
) ss
County of Sacramento)

On this 30 day of December, 2007, before me, a notary public in and for the State of ~~Idaho~~ California, personally appeared Molly Nakaji, ~~known or identified~~ to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



Kimberly Andrews
Notary Public for _____
Residing at Elk Grove
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December 27, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: 12/10/01, 2002

L. Darwin McKay
L. Darwin McKay

Dated: _____, 2002

Donna McKay

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

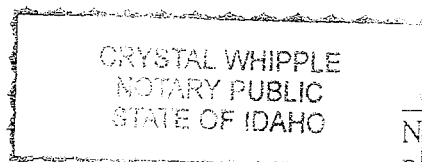
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
County of Ada)

On this 1st day of December, 2017, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



Notary Public for _____
Residing at _____
Commission Expires _____

9. SPOUSAL CONSENT

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakali

Dated: _____

Marjorie Pickett

Dated: _____

Patricia E. McKay
Patricia E McKay

Dated: _____

Diane Del Gadillo

Fax to 208 922 3149

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: 1/2/03, 2002

Donna McKay

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: 12-31-02, 2002

Jack E Miller
Jack E. Miller, Trustee of the Miller Family Trust

Dated: 12-31-02, 2002

Carol A.K. Miller
Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: 12-31-02, 2002

Donna McKay
Donna McKay

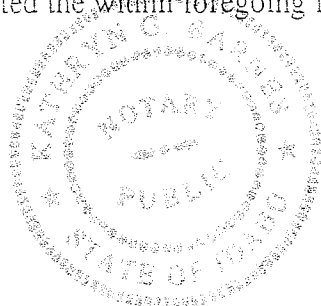
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Patricia R. McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF ID)
) ss
County of Ada)

On this 22nd day of December, 2003 before me, a notary public in and for the State of Idaho, personally appeared Donna McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



Kathryn C. Garner
Notary Public for State of ID
Residing at Kuna, ID
Commission Expires 2/14/05

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Sr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: 12-22, 2002

Bruce R. Pickett
Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: Dec 30, 2002

Bruce R. Pickett
Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

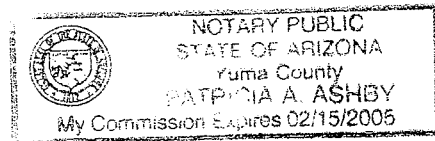
Diane Del Gadillo

STATE OF Arizona)
) ss
County of Yuma)

On this 20th day of November, 2007, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Bruce R. Pickett
Notary Public for Arizona
Residing at 11480 S. Everett Rd. Phoenix, AZ
Commission Expires 2-15-08

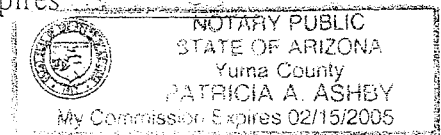
STATE OF Arizona)
) ss
County of Yuma)



On this 20th day of November, 2007, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Marjorie Pickett
Notary Public for Arizona
Residing at 11480 S. Everett Rd. Phoenix, AZ
Commission Expires 2-15-08

STATE OF _____)
) ss
County of _____)



On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

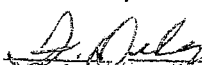
Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: 1 2, 2002-2003


Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr.

Dated: 1 2, 2002


Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

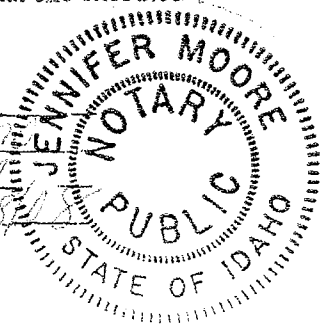
Dated: 1/2/03

Diane Delgadillo

STATE OF Idaho)
) ss
 County of Ada)

On this 2 day of January, 2004 before me, a notary public in and for the State of Idaho, personally appeared Diane Delgadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Jennifer Moore
 Notary Public for Idaho
 Residing at Meridian
 Commission Expires 6/25/08



STATE OF _____)
) ss
 County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Bob Delgadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
 Residing at _____
 Commission Expires _____

STATE OF _____)
) ss
 County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Delgadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
 Residing at _____
 Commission Expires _____

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December 23, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

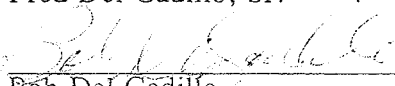
Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: 12/40/, 2002



Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

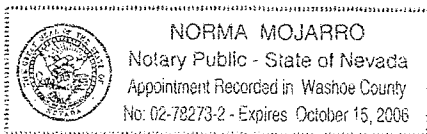
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Diane Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF NV)
) ss
County of Washoe)

On this 30 day of December, 2008, before me, a notary public in and for the State of ~~Idaho~~ Nevada, personally appeared Bob Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for _____
Residing at _____
Commission Expires 10-15-06

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: 12-30, 2002

[Signature]
Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

FROM : Medicine Elk Vinyl

FAX NO. : 2089225149

Dec. 30 2002 10:23AM P5

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Diane Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

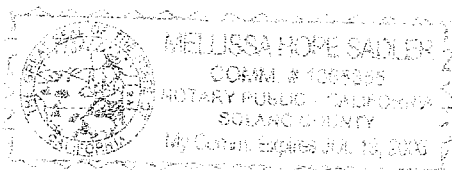
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Bob Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF California)
) ss
County of Solano)

On this 30th day of December, 2007, before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



Melissa Hope Sadler
Notary Public for California
Residing at 3505 Sonoma Blvd #20
Commission Expires July 19, 2006

FROM : Medicine Elk Vinyl

FAX NO. : 2089225145

Jan. 06 2003 05:38PM F1

Dated: _____, 2002

Fred Del Gadillo, Sr

Dated: _____, 2002

Bob Del Gadillo

Dated: 01-06-, 2003

Fred Del Gadillo Jr.
Fred Del Gadillo, Jr.

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Dawe, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: 12-27, 2002

Mary Ballantyne
Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Nakaji

Dated: 12/11/02, 2002

Mary Ballantyne
Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

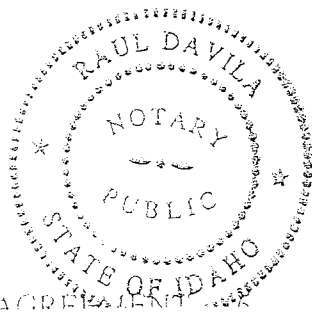
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Molly Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss
County of ADA)

On this 27th day of DECEMBER, 2002, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



Raul Davila
Notary Public for Boise, ID
Residing at Boise, ID
Commission Expires 07-27-2008