

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

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

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 MAR 17 2004
 WATER RESOURCES
 WESTERN REGION

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-11546		N			

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) CROMAN CORP
801 AVE C WHITE CITY, OR 97503
4. New Owner/Claimant(s) JMT PROPERTIES
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 12668
- City, State and ZIP Code Ogden, UT 84412
- New Telephone Number (801) 782-8091
5. Date you acquired the property 06/11/2003

Department of Water Resources

MAR 18 2004

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

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

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

7. Signature of New Owner(s) or Claimant(s) Paul T. Dan / CFO
(include title if applicable) 3/12/03

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

For Office Use Only
 Received by DB Date 3-17-04 Fee \$25.00
 Receipted by 1 Date 3 Receipt No. W031389
 Processed by _____ AJ Date _____ WR _____ Date _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into this ____ day of March, 2003, between **Croman Corp.**, an Oregon corporation ("**Seller**") whose address is 801 Avenue "C", White City, Oregon 97503, and **JMT Properties**, a Utah limited liability company ("**Purchaser**"), whose address is Post Office Box 12668, Ogden, Utah 84412.

RECITAL

Seller owns the real property in the Ada County, Idaho, described on Exhibit "A" attached hereto (the "**Property**"). Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth in this Purchase and Sale Agreement (the "**Agreement**").

NOW, THEREFORE, for value received and in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

AGREEMENTS

1. PURCHASE AND SALE OF THE PROPERTY.

Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. TOTAL PURCHASE PRICE.

The total purchase price for the Property is One Million One Hundred Thousand Dollars (\$1,100,000).

3. EARNEST MONEY DEPOSIT.

Within three days after this Agreement is fully executed and delivered, Purchaser shall deposit with First American Title Insurance Co. in its offices at 7311 Potomac Drive, Boise, ID 83704 ("Escrow Company") the sum of Ten Thousand Dollars (\$10,000) to be held as a forfeitable earnest money deposit in accordance with the terms of this Agreement. The deposit shall be applied to the amount due at closing of the sale. Purchaser may elect to have such sum placed in an interest-bearing account with interest earned on the deposit to be paid to Purchaser.

4. CONTINGENCIES.

4.1 **Purchaser's Contingency Period.** Purchaser shall have through April 24, 2003 (the "**Review Period**") to satisfy itself concerning the availability of financing for the acquisition

of the Property, the suitability of the Property, the availability of any desired governmental permits and approvals, and the feasibility of using and developing the Property for Purchaser's intended use. Purchaser shall have the right at Purchaser's expense to perform reasonable tests, inspections and feasibility studies on the Property as Purchaser may deem necessary, including, without limitation, an environmental study. Seller shall obtain, at Seller's expense, on or before March 31, 2003, a Phase One Environmental Assessment of the Property, which shall be certified to Purchaser and a lender to be identified by Purchaser.

4.2 **Termination.** In the event Purchaser, in Purchaser's sole discretion, determines that Purchaser is not satisfied as to the matters described in Section 4.1 above, Purchaser may, on or before the last day of the Review Period, rescind this Agreement by giving written notice to Seller. In the event of such rescission, the earnest money deposit shall be returned to Purchaser. This Agreement thereafter shall be null and void and neither party shall have any obligation to the other. If Purchaser does not notify Seller that it is rescinding this Agreement within the time period specified above, then the earnest money deposit shall become nonrefundable.

4.3 **Financing.** Purchaser's obligation to close shall be conditioned upon funding of a loan for a portion of the purchase price upon terms and conditions acceptable to Purchaser. If Purchaser is unable to secure a commitment for such a loan prior to the end of the Review Period, Purchaser shall either rescind this Agreement pursuant to Section 4.2 or Purchaser shall be deemed to have waived this financing condition.

5. SELLER'S TITLE TO THE PROPERTY.

5.1 **Title Commitment.** Within fifteen (15) days after mutual execution of this Agreement, Seller at its expense shall furnish to Purchaser a preliminary title commitment issued by Escrow Holder showing its commitment to issue title insurance on the Property, together with full, legible copies of all exceptions shown in such commitment. Purchaser shall have ten (10) business days after receipt of the preliminary title commitment and exceptions within which to notify Seller in writing of whether Purchaser has disapproval of any exceptions shown in the commitment, other than exceptions for any liens to be satisfied by Seller at closing. In the event of such disapproval, Seller shall have ten (10) days to eliminate any disapproved exception. Failure of Purchaser to disapprove any exception within the ten (10) business day period shall be deemed an approval of the exceptions shown in the title commitment. Purchaser's approval of matters disclosed in the title commitment shall not be deemed approval of the location of any matters therein which are capable of being depicted on a survey, and Purchaser's approval of the location of such matters shall be an issue that Purchaser may continue to investigate during the Review Period pursuant to Section 4.1 above.

5.2 **Rescission of Agreement.** If Seller is unable to eliminate any disapproved exception within the time period set forth in Section 5.1, either party may elect to rescind this Agreement by notice to the other party. In such event, the earnest money deposit shall be refunded to Purchaser and all obligations of the parties under this Agreement shall thereafter cease, unless Purchaser notifies Seller within five (5) business days after such rescission that Purchaser elects to waive its prior disapproval of any exceptions not eliminated by Seller.

6. SELLER'S OBLIGATIONS.

6.1 **Inspection of Documents.** Within ten (10) days after mutual execution of this Agreement, Seller shall deliver to Purchaser copies of all tenant leases, service contracts and other agreements affecting the Property, or its operation or use, including, without limitation, the following:

- (a) Copies of all existing insurance policies covering the Property (including property and liability insurance);
- (b) Copies of all existing management, service, supply and maintenance contracts;
- (c) Copies of any warranties covering the Property;
- (d) Copies of all tax bills for the previous and current tax years with respect to real property;
- (e) Copies of all tenant leases or rental agreements affecting the Property (individually a "Lease" and collectively the "Leases");
- (f) Any and all environmental, hazardous substance, wetlands or similar reports performed on the Property on behalf of Seller or in Seller's possession;
- (g) Any property surveys for the Property, including, if available, any current ALTA boundary or topographic survey;
- (h) Any soils or geotechnical reports performed on the Property on behalf of Seller;
- (i) Copies of any correspondence from city, county, state or other applicable jurisdiction received by Seller that could have a material affect on Purchaser's ownership, development or use of the Property;
- (j) Copies of any improvement plans for the Property created on behalf of Seller, including utilities, civil and landscaping details;
- (k) Any other documents or records with respect to the ownership or operation of the Property which may reasonably be requested by Purchaser.

6.2 **Other Business Documents.** At or before closing, Seller or its property manager shall deliver to Purchaser any keys and other indicia of ownership, equipment operating manuals, as-built plans, unexpired equipment warranties or guaranties, and such other books, documents and records relating to the operation of the Property in Seller's possession as Purchaser may reasonably need to operate the Property after the Closing Date.

6.3 **Estoppel Certificates.** Prior to closing Seller shall deliver to Purchaser estoppel certificates from each tenant of the Property in form reasonably satisfactory to Purchaser stating that, among other things, that the Seller has not failed to perform any obligations under the Leases. If any information disclosed on any such certificate is materially inconsistent with the Leases or other information furnished to Purchaser or discloses materially adverse information about the Property, Purchaser may elect to terminate this Agreement by written notice to Seller, in which case Purchaser's earnest money deposit shall be refunded.

6.4 **Certification of Nonforeign Status.** Seller warrants that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of date of closing. Seller shall deliver to Purchaser at closing a Certificate of Nonforeign Status, in form reasonably acceptable to Purchaser, setting forth Seller's address and United States taxpayer identification number and certifying that Seller is not a foreign person as so defined.

7. CLOSING.

7.1 **Closing Date.** This transaction shall be closed on May 1, 2003 (the "Closing Date").

7.2 **Manner and Place of Closing.** This transaction shall be closed by Escrow Company or at such other place as the parties may mutually select. Closing shall take place in the manner and in accordance with the provisions set forth in this Agreement.

7.3 **Prorations, Adjustments.**

(a) All ad valorem real property taxes, assessments, personal property taxes and utility expenses ("**Expenses**"), and all rentals from tenants and other use fees receivable under any Lease or other agreement concerning the Property (the "**Income**") shall be prorated and adjusted between the parties as of the Closing Date. At closing, Seller shall pay to Purchaser all accrued but unpaid Expenses and all prepaid but not accrued Income, and Purchaser shall pay to Seller all prepaid but not yet accrued Expenses and all accrued but not yet paid Income.

(b) With respect to any rentals past due on the Closing Date, Purchaser shall make a good faith effort to attempt to recover the same from the tenant. All rentals received from such tenant subsequent to the Closing Date, after deduction of collection costs, shall be applied first to current rent owed to Purchaser, then to the past due amounts and paid to Seller to the extent of the amounts which were past due on the Closing Date.

(c) Seller shall attempt to have utility meters read as of the Closing Date. To the extent that this is not possible and to the extent that any other obligation for continuing services is incurred, and statements are rendered for such services covering periods both before and after the Closing Date, the amount shall be adjusted between the parties as of the Closing Date on a time elapsed basis. Seller shall forward all such statements which are proper

statements to Purchaser and Purchaser shall pay the same. Seller shall remit to Purchaser its proportionate share immediately upon demand.

(d) Purchaser shall pay the recording or filing fees for the deed to Purchaser.

(e) Seller and Purchaser shall each pay one-half of the escrow and closing fees charged by the Escrow Company.

(f) Purchaser shall pay all costs and expenses related to any financing obtained by Purchaser.

(g) Seller shall pay the cost of an extended owner's policy of title insurance in the amount of the purchase price.

7.4 **Payment of the Purchase Price.** Purchaser shall pay the total purchase price in cash at closing, less a credit for the earnest money deposit previously paid.

7.5 **Events of Closing.** Provided the Escrow Company has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction shall be closed on the Closing Date as follows:

(a) The Escrow Company shall perform the prorations and adjustments described in Section 7.3, and the parties shall be charged and credited accordingly.

(b) Escrow Company shall distribute the entire purchase price to Seller, adjusted for the charges and credits set forth in subsection (a) above.

(c) Any liens required to be paid by Seller at closing shall be paid and satisfied of record at Seller's expense.

(d) Seller shall convey the real property to Purchaser by general warranty deed, in a form acceptable to Purchaser, subject only to the encumbrances accepted by Purchaser pursuant to Section 5.1.

(e) Seller shall transfer the Leases and contracts affecting the Property to Purchaser by good and sufficient assignments and shall deliver to Purchaser a signed letter addressed to each tenant advising the tenant of the sale of the Property and the assignment of the Lease to Purchaser.

(f) Seller shall deliver Seller's Certification of Nonforeign Status as provided in Section 6.4 above.

(g) Seller shall assign to Purchaser Seller's interest in any condemnation awards or insurance proceeds, unexpired equipment warranties or guaranties, or similar transferable interests affecting any portion of the Property.

(h) The Escrow Company shall record the deed to Purchaser.

(i) Seller and Purchaser shall enter into an agreement by which Seller shall retain possession of a portion of the Property in the form of Exhibit "C" attached hereto (the "**Lease-Back Agreement**").

7.6 **Title Insurance.** As soon as possible after the Closing Date, Seller shall furnish an extended coverage owner's policy of title insurance to Purchaser in the amount of the total purchase price for the Property, subject only to exceptions for the matters accepted by Purchaser pursuant to Section 5.1.

7.7 **Possession.** Seller shall deliver possession of the Property to Purchaser on the Closing Date, subject to the rights of tenants under Leases furnished to Purchaser and further subject to the terms of the Lease-Back Agreement. Purchaser shall be entitled to receive directly from the tenants all rents coming due after the Closing Date.

7.8 **Tax-Deferred Exchange.** Purchaser may elect to acquire the Property as a part of an IRS Section 1031 tax-deferred exchange. In such event, Seller agrees to cooperate with Purchaser and the exchange intermediary to comply with all procedures as required by Section 1031, provided, however, that Seller shall bear no costs and bear no liability of any kind in connection with such exchange and shall not be required to take title to any exchange property. Seller may elect to relinquish the Property as a part of an IRS Section 1031 tax-deferred exchange. In such event, Purchaser agrees to cooperate with Seller and the exchange intermediary to comply with all procedures as required by Section 1031, provided, however, that Purchaser shall bear no costs and bear no liability of any kind in connection with such exchange and shall not be required to take title to any exchange property.

8. CONDUCT OF BUSINESS.

8.1 **Conduct of Business.** Except as provided in Section 8.4 (Seller's Work) below, from the date of this Agreement until the Closing Date, Seller shall maintain the Property in good order and condition, subject to normal wear and tear, depreciation and damage by fire or other insured casualty. Seller warrants and represents that it has not previously entered into any agreements with respect to the operation of the business conducted on the Property (other than any Leases and any other agreements delivered to Purchaser pursuant to Section 6.1) which will be binding on Purchaser after the Closing Date, and Seller shall not enter into any such agreements which will be binding on Purchaser without the consent in writing of Purchaser.

8.2 **Purchaser's Right to Enter and Inspect.** Prior to the Closing Date, Purchaser may perform reasonable tests, engineering studies, surveys, soil tests, and other inspections, studies and tests on the Property as Purchaser may deem necessary, at Purchaser's expense.

8.3 **Material Casualty Loss or Condemnation.** In the event all or a material part of the Property to be conveyed to Purchaser is damaged or destroyed or is taken by eminent domain prior to the Closing Date, either party may elect to rescind this Agreement prior to the Closing

Date by written notice to the other; provided, however, that Seller's notice shall not be effective if, within fifteen (15) days after receipt of such notice, Purchaser elects to accept the insurance proceeds or condemnation proceeds attributable to such destruction or taking in lieu of the portion of the Property that has been so destroyed or taken.

8.4 **Seller's Pre-Closing Work** Prior to the Closing Date, Seller shall perform all the work specified on Exhibit "B" ("Seller's Work"). Prior to the Closing Date, Seller shall deliver to Purchaser unconditional lien releases from all contractors, laborers, material suppliers and equipment lessors who may be involved in the performance of Seller's Work. Seller shall defend, indemnify, and hold Purchaser harmless from any claim, loss, or liability arising out of or relating to the performance of Seller's Work and this obligation shall survive closing.

9. FAILURE TO CLOSE.

9.1 **Seller's Remedies.** In the event that this transaction fails to close on account of Purchaser's fault or inability to close, the amount previously deposited or paid as earnest money shall be forfeited by Purchaser and retained by Seller as liquidated damages. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Purchaser's default, since the precise amount of such compensation would be difficult to determine.

9.2 **Purchaser's Remedies.** In the event that the transaction fails to close on account of Seller's fault or Seller's inability to close, the earnest money deposit shall be returned to Purchaser. Purchaser shall be entitled to such remedies for breach of contract as may be available under applicable law, including (without limitation) the remedy of specific performance.

10. REPRESENTATIONS; CONDITION OF PROPERTY.

10.1 **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser as follows:

(a) To Seller's knowledge, each item of information furnished by Seller to Purchaser in connection with this Agreement is accurate and complete in all material respects, unless otherwise noted.

(b) Seller warrants that, to Seller's knowledge, there are no pending or threatened condemnation or other legal actions materially affecting the Property or the sale thereof to Purchaser.

(c) Seller has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Property that have not been corrected or resolved.

(d) There are no leases or rental agreements or occupancy agreements or licenses affecting all or any part of the Property, and there are no written or oral promises, understandings, agreements or other commitments between Seller and any tenant or other person affecting the Property, except as contained in the Leases delivered to Purchaser pursuant to this Agreement. No tenant has prepaid rent for more than one month in advance nor has received or is entitled to receive a rent concession in consideration of its tenancy or is entitled to any work (not yet performed) or consideration (not yet given) in connection with the tenancy.

(e) Except as otherwise disclosed in writing to Purchaser, to Seller's knowledge there has been no default or claim of default, and no event has occurred with notice or lapse of time or both, that would constitute a material default under any of the Leases, and no tenant has asserted any defense, setoff or claim with regard to its tenancy, whether pursuant to its Lease or any law.

(f) There are no outstanding agreements of sale, options or other rights of third parties to acquire the Property or any interest therein.

(g) Seller knows of no material structural defects in the Property and all electrical wiring, heating, cooling and plumbing systems are in good working order. This warranty and representation shall not apply to the buildings which Seller is to remove as part of Seller's Work.

(h) To Seller's knowledge, there has been no production, discharge, disposal or storage on or from or onto the Property, or any property adjacent thereto, of any hazardous or other toxic substance, and there is no proceeding or inquiry by any governmental body with respect thereto. To Seller's knowledge, neither the Property nor any improvements or fixtures located on the Property contain any building materials that contain hazardous or toxic substances, including without limitation asbestos or PCBs, and there are no underground storage tanks on the Property. In the event that, prior to the Closing Date, any such substances or tanks are discovered on, in, under the Property or on property adjacent thereto such that they may affect the Property, Purchaser may elect to cancel and terminate this Agreement by written notice to Seller, in which case Purchaser's earnest money deposit shall be refunded.

10.2 **Survival.** All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive closing and not be merged into any documents delivered at closing.

11. GENERAL PROVISIONS.

11.1 **Time of Essence.** Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

11.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

11.3 **Notices.** Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Either party may change its address for notices by at least fifteen (15) days advance written notice to the other.

11.4 **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

11.5 **Attorneys' Fees.** In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

11.6 **Integration.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties and states the entire agreement of the parties.

11.7 **Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Idaho.

11.8 **Brokers.** Purchaser is represented in this transaction by a real estate broker named Coldwell Banker Commercial, Capitol Commercial Associates, LLC. Seller is not represented by a real estate broker. Seller and Purchaser each represent and warrant that it has had no dealings with any other broker in connection with negotiation or execution of this Agreement. Upon closing of this Agreement, Purchaser shall pay all commissions due to Purchaser's broker pursuant to a separate agreement. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other third party claiming a commission or fee in connection with this transaction and arising out of the indemnifying party's conduct.

11.9 **Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11.10 **Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's members, officers, employees, and agents.

11.11 **Facsimile Signatures.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Company, the parties shall confirm facsimile transmitted signatures by signing an original document.

EXHIBIT "A"

Legal Description

PARCEL 2 AS SHOWN ON RECORD OF SURVEY NO. 5012 RECORDED AS
INSTRUMENT NO. 100044313 IN THE OFFICIAL RECORDS OF ADA COUNTY,
IDAHO.

The parties authorize escrow holder to correct the legal description if the foregoing is not
sufficient for conveyance purposes.

EXHIBIT "B"

Seller's Work

The term "Seller's Work" shall consist of the following:

1. Remove all personal property and trade fixtures from the Property, whether inside or outside buildings, except for the premises (the "Leased Premises") to be leased by Seller under the Lease-Back Agreement. This removal obligation shall include, without limitation, removal of the "chip bins" and auger apparatus located to the southeast of the "sawmill" building depicted on the drawing attached hereto as Exhibit "B-1," the removal of which shall not be considered complete until all anchor bolts, steel or other remnants have been removed so that no portion protrudes above ground level. This removal obligation shall include removal of all trash and debris. All areas which are not a part of the Leased Premises shall be delivered in a clean condition.
2. Demolish and/or remove the following buildings as depicted on the drawing attached hereto as Exhibit "B-1": (a) the "planer" buildings, and (b) the "small steel building" located to the north of the "planer" buildings. This shall also include any portable office buildings on the Property, but not the "Office" depicted on the drawing attached hereto as Exhibit "B-1". Removal of these buildings shall not be considered complete until all anchor bolts, steel or other remnant have been removed so that no portion protrudes above ground level and all utilities have been properly capped below ground.
3. The area shown as "Level Area" on Exhibit "B-1" attached hereto shall be leveled and brought to grade, with holes and depressions filled and compacted with appropriate fill materials, and top-dressed with gravel suitable for road use, so that the entire "Level Area" will be suitable for all-sized vehicles to drive over with no substantial variances in grade.
4. Subject to the terms of the Lease-Back Agreement, deliver the following buildings as depicted on the drawing attached hereto as Exhibit "B-1" to Purchaser in sound structural condition with existing utilities, plumbing, sewer, heating, electrical systems and other components in good working order: (a) the "lumber storage" building; (b) the "office" building, (c) the "sawmill" building; and (d) the "kiln building." Repair any damage to these buildings caused by the removal of personal property and trade fixtures.
5. If Seller is required to obtain a permit from any government agency in order to perform any of the work described on this exhibit, Seller shall submit to Purchaser for pre-approval copies of all plans and specifications for such work that Seller intends to submit to the government agency and all such work shall be performed in accordance with the plans and specifications approved by Purchaser, unless otherwise required by the government agency. Purchaser's approval shall not be unreasonably withheld, conditioned or delayed.

EXHIBIT "B-1"

Depiction of Property

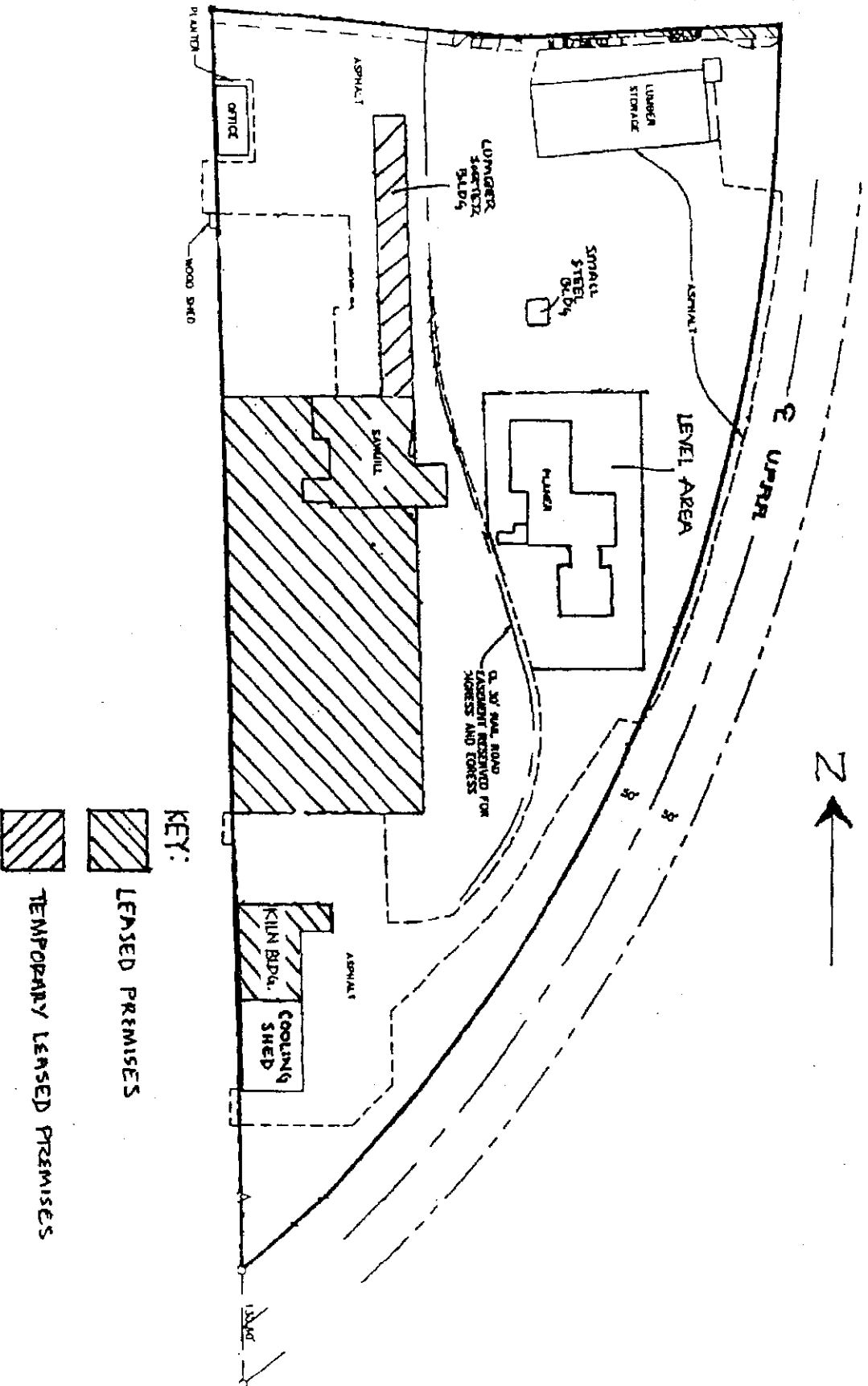
[Prior to execution, replace this Page with a copy of the Map being sent separately]

EXHIBIT "C"

Lease-Back Agreement

[Prior to execution, replace this Page with a copy of the Lease marked as Exhibit "C." Note, the Lease should not be executed when the Purchase and Sale Agreement is executed. At this time, it is only an Exhibit to the Purchase and Sale Agreement. It should not be executed until closing.]

EXHIBIT "B-1"



11.12 **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.13 **Invalidity of Provisions.** In the event any provision of this Agreement, or any instrument to be delivered by Purchaser at closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

11.14 **Saturday, Sunday and Legal Holidays.** As used herein, a "business day" is a day that is not a Saturday, Sunday or legal holiday. Unless the term "business days" is specifically used, any reference to "days" in this Agreement shall mean calendar days. If the expiration of any time period set forth in this Agreement would fall on a day that is not a business day, then such time period shall be deemed extended to the next business day thereafter.

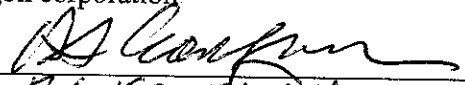
11.15 **Survival of Covenants.** Any covenants and agreements which this Agreement does not require to be fully performed prior to the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

11.16 **Expiration of Offer.** Upon execution of this Agreement by one of the parties, this Agreement shall constitute an offer to sell or purchase the Property on the terms and conditions set forth herein. If such offer is not accepted in writing by the other party within five (5) business days, such offer shall automatically expire and terminate, unless the term of such offer is extended in writing by the executing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

SELLER:

Croman Corp.,
an Oregon corporation

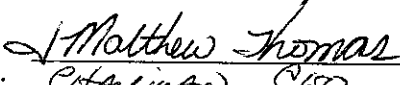
By: 

Print: B.C. KAELBLE

Its: PRES

PURCHASER:

JMT Properties,
a Utah limited liability company

By: 

Print: Matthew Thomas CEO

Its: MATTHEW THOMAS

Index of Exhibits:

- Exhibit "A" – Legal Description
- Exhibit "B" – Seller's Work
- Exhibit "B-1" – Depiction of Property
- Exhibit "C" – Lease-Back Agreement

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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is entered into this 17th day of April, 2003, between Croman Corp., an Oregon corporation ("Seller") whose address is 801 Avenue C, White City, Oregon 97503, and JMT Properties, a Utah limited liability company ("Purchaser"), whose address is Post Office Box 12668, Ogden, Utah 84412.

RECITAL

Seller and Purchaser entered into that certain Purchase and Sale Agreement dated March 19, 2003 (the "Agreement"). Seller and Purchaser desire amend the Agreement on the terms set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual promises set forth in this First Amendment, the parties agree as follows:

AGREEMENTS**1. PRELIMINARY.**

Capitalized terms used but not defined in this First Amendment shall have the meanings given them in the Agreement.

2. AMENDMENTS.

2.1 **Purchaser's Contingency Period.** The reference to "April 24, 2003" in Section 4.1 of the Agreement is hereby changed to May 20, 2003. The Review Period shall be deemed extended to such later date.

2.2 **Seller's Obligations.** The following Sections 6.5 and 6.6 are added to the Agreement:

6.5. Seller shall terminate the existing lease to Idaho Sand and Gravel on or before May 6, 2003.

6.6. Prior to the Closing Date, Seller shall enter into (a) a permanent easement appurtenant to the Property for ingress and egress for pedestrian and automobile access between the Property and the public street named Federal Way, (b) a permanent easement appurtenant to the Property for rail ingress and egress along the portions of the existing rail spur serving the Property which are not located on the Property, and (c) an agreement with all persons having rights to share in the use of any access

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casements appurtenant to the Property regarding an equitable sharing of maintenance and repair of the access improvements in such easements, all on terms reasonably acceptable to Purchaser.

2.3 Closing Date. The reference to "May 1, 2003" in Section 7.1 of the Agreement is hereby changed to May 30, 2003. The Closing Date shall be deemed extended to such later date.

1. GENERAL PROVISIONS.

3.1 Except as expressly amended herein, the Agreement remains unchanged and in full force and effect and the parties hereby ratify the same as the complete and integrated understanding of the parties with respect to the subject matter thereof.

3.2 This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

3.3 Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Company, the parties shall confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in duplicate as of the day and year first above written.

SELLER:
Croman Corp.,
an Oregon corporation

PURCHASER:
JMT Properties,
a Utah limited liability company

By: [Signature]

Print: _____

Its: _____

By: [Signature]

Print: _____

Its: _____



First American Title Company of Idaho

7311 POTOMAC DRIVE • BOISE, IDAHO 83704 • (AREA 208) 375-0700 • FAX 322-5597

BUYER'S CLOSING STATEMENT

Escrow: FA-135057TLS
Escrow Officer: Tina L. Smith
ESTIMATED

Order: FA-135057MLC
Date: 6/10/2003
Closing Date: 6/11/2003

ESCROW STATEMENT OF: J.M.T. Properties, L.L.C.

SELLER: Croman Corp.

Property Address: 1625 E. Yamhill Road, Boise, ID 83705

<u>ITEMS</u>	<u>DEBITS</u>	<u>CREDITS</u>
TOTAL CONSIDERATION	1,100,000.00	
NEW LOAN TO Wells Fargo		825,000.00
 <u>PRORATIONS/ADJUSTMENTS</u>	<u>FROM</u> <u>TO</u>	
County Taxes, TAX ACCOUNT S1036438416		
CURRENT YEAR TAXES AT \$2,008.46	1/01/03 6/11/03	885.92
 <u>COMMISSION(S)</u>		
SELLING BROKER: Coldwell Banker Commercial Capitol Commercial Association		
COMMISSION		55,000.00
 <u>TITLE CHARGES TO First American Title Company</u>		
Extended/Loan Mortgagee's Premium for \$825,000.00	75.00	
Deed Recording Fee	15.00	
Mortgage Recording Fee	100.00	
 <u>ESCROW CHARGES</u>		
Escrow Fee	400.00	
Federal Express Fee	10.00	
 <u>LENDER CHARGES</u>		
NEW LOAN CHARGES TO Wells Fargo		
Origination Fee	3,093.75	
Tax Registration	140.00	
Flood Determination	35.00	
 BALANCE DUE ESCROW		332,982.83
 TOTALS	\$ 1,158,868.75	\$ 1,158,868.75

J.M.T. Properties, L.L.C.

BY: Matthew Thomas
Authorized Signature

135057/MLC
Your No. CROMAN/JMT PROPERTIES

FOURTH COMMITMENT
(TO ADD EXCEPTION NO. 29) 4-22-03
SCHEDULE A

TO: COLDWELL BANKER COMMERCIAL CC: JMT PROPERTIES
805 W. IDAHO, SUITE 300 P.O. BOX 12668
BOISE, IDAHO OGDEN, UT 84412
ATTN: STEVE GRAY ATTN: BILL ANDERSON

CC: FIRST AMERICAN TITLE CC: STOEL RIVES LLP
7311 POTOMAC DRIVE 101 S. CAPITOL SUITE 1900
BOISE, IDAHO 83704 BOISE, IDAHO
ATTN: TINA SMITH ATTN: QUENTIN KNIPE

CC: CROMAN CORPORATION
801 AVENUE C
WHITE CITY, OR 97503
ATTN: BUD KAUFMAN

1. Commitment Date: FEBRUARY 25, 2003 AT 7:30 A.M.
2. Policy or Policies to be issued:

		Amount	Fee
(X)	(a) Owner's Policy	\$1,100,000.00	\$2,980.00
	ALTA Form 1402-92 (10-17-92)		
	Proposed Insured: J.M.T. PROPERTIES, L.L.C.		
()	(b) EXT Loan Policy		
	ALTA Form 1056-92 (10-17-92)		
	Proposed Insured:		
()	(c) Endorsements		
(X)	(d) <u>CREDIT</u>		<u>NONE</u>

3. Fee simple interest as to Parcel I and an Easement Estate as to Parcel II in the land described in this Commitment is owned, at the Commitment Date by:

CROMAN CORP., an Oregon corporation

4. The land referred to in this Commitment is situated in the State of Idaho, County of Ada, and is described as follows:

continued

SCHEDULE A CONTINUED

PARCEL I:

A tract of land situated in a portion of the Southwest Quarter of the Southeast Quarter of Section 36, Township 3 North, Range 2 East, and a portion of the Northwest Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found brass cap monumenting the Southeast corner of said Section 36; thence
North 89°23'29" West a distance of 1329.51 feet to a found steel pin; said steel pin being on the Westerly right of way of Federal Way; thence along said Westerly right of way the following courses,
North 19°25'21" West a distance of 728.37 feet to a point; thence
South 70°34'39" West a distance of 20.00 feet to a found steel pin; thence
North 19°25'21" West a distance of 600.00 feet to a found steel pin; thence
North 70°34'39" East a distance of 20.00 feet to a point; thence
North 19°25'21" West a distance of 87.20 feet to a found steel pin; thence leaving said Westerly right of way,
North 89°12'38" West a distance of 205.31 feet to a found steel pin, said pin being on the Westerly right of way of the Union Pacific Railroad; thence along said Westerly right of way 37.00 feet along the arc of a non-tangent circular curve to the right, said curve having a radius of 1856.33 feet, a central angle of 01°08'32", a chord bearing of
South 00°43'15" West and a chord distance of 37.00 feet to a set steel pin, said being the POINT OF BEGINNING; thence along said Westerly railroad right of way 1563.86 feet along the arc of a curve to the right said curve having a radius of 1856.33 feet, a central angle of 48°16'07" and a chord bearing of
South 24°51'19" West and a chord distance of 1518.02 feet to a found steel pin; thence leaving said Westerly railroad right of way,
North 00°52'24" East a distance of 84.19 feet (formerly North 00°53'48" East) to a calculated point, said point being the South 1/4 corner of said Section 36; thence
North 00°17'21" East a distance of 1306.88 feet to a set steel pin; thence
South 84°50'57" East a distance of 344.29 feet to a set steel pin; thence
North 87°56'03" East a distance of 301.18 feet to the POINT OF BEGINNING.

continued

135057/MLC
Your No. CROMAN/JMT PROPERTIES

SCHEDULE A CONTINUED

PARCEL II:

Easement rights contained in Easement Modification Agreement,
recorded April 18, 2001, as Instrument No. 101036123, Records of
Ada County, Idaho.

Address: 1625 E. YAMHILL ROAD, BOISE, IDAHO 83705

MLC/kc