

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is entered into as of December 13, 2023, (the "Effective Date") by and between White Clouds Investments, LLC (the "Assignor"), and Canyon County, a political subdivision of the state of Idaho, (the "Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties".

Assignor and Innovative Wealth Group, LLC (the "Company") entered into an agreement dated December 12, 2023 (the "Purchase Agreement"), a copy of which is attached as Exhibit A hereto.

The Assignor now desires to assign and transfer all its rights, obligations, and interests in the Purchase Agreement to Assignee pursuant to this Assignment;

Assignee desires to accept the assignment of all of Assignor's rights, obligations, and interests in the Purchase Agreement; and

The Company desires to consent to Assignee's assumption of Assignor's rights, obligations, and interests in the Purchase Agreement and to fully and finally release Assignor from its obligations in the Purchase Agreement.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Companies agree that:

- 1) Assignment: The assignor assigns to Assignee all of its rights, obligations, and interests in the Purchase Agreement.
- 2) Assumption: The Assignee accepts the assignment and assumes all of Assignor's rights, obligations, and interests in the Purchase Agreement.
- 3) Company Consent and Release: The Company consents to Assignee's assumption of the Purchase Agreement and fully and finally discharge and release Assignor from all of Assignor's obligations under the Purchase Agreement.
- 4) Inconsistency: In the event that any provision of this Assignment is or becomes inconsistent with any provision of the Purchase Agreement, the provisions of this Assignment shall govern.
- 5) Purchase Agreement Continuance: This Assignment acts as a continuance of the Purchase Agreement in all of its provisions except as altered by the assignment, assumption and consent provisions of this Assignment.
- 6) Authority: The Parties and the Company represent that the individual signing this Assignment on its behalf has the authority to do so and to so legally bind each party. The Company represents that the execution, delivery and performance of this Assignment by the Company has been fully and validly authorized by all necessary company action.
- 7) Entire Agreement: This Assignment, which includes Exhibit A, represents the entire understanding between the Parties and the Companies on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Parties or the Company other than in writing signed by an authorized representative. The waiver of a breach of any provision of this Assignment by any Party or the Company shall not be construed as a waiver or rights with respect to any subsequent breach by any Party or the Company.

(SIGNATURE PAGE FOLLOWS)

23.175

SIGNATURES: The Parties and the Company have executed this Assignment as of the date and year first written above.

Assignee Signature:

By: Canyon County _____

Title: _____

Assignor Signature:

Authenticator
Norm Brown, Member, White Cloud Investments LLC _____ 12/13/23

By: White Cloud Investments LLC _____

Title: Member _____

Seller Signature:

By:




Title: _____

07/1/20

DATED this 19th day of December, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: CHRIS YAMAMOTO, CLERK

By: J Ross
Deputy Clerk

Exhibit A

JANUARY 2023
EDITION



RE-13 COUNTER OFFER # 1 (1,2,3 etc.) THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 Today's Date: 12/10/2023

2

3 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 12/08/2023

4

5 ADDRESS: 1302 Albany Caldwell ID 83605 ID#: 1302TBDAlbany

6

7 BUYER: Norman Brown, Member, White Could Investments, LLC

8

9 SELLER: Ben Echevarria, Innovative Wealth Group, LLC

10

11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

12 This is a **SELLER counter offer**. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

14 This is a **BUYER counter offer**. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

16

17 1. Line 14: Purchase price to be \$330,000.

18 2. Line 81: Buyer to have 7 business days from mutual execution of contract to complete inspection contingencies.

19 3. Line 185: Buyer to have 7 business day inspection period.

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40 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
41 Addendums, the terms in this Counter Offer shall control. **All other terms of the Purchase and Sale Agreement including all prior**
42 **Addendums not modified by this Counter Offer shall remain the same.** Buyer and Seller acknowledge the down payment and/or loan
43 amount stated in the Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. If original offer
44 has expired, has been revoked and/or acceptance is late, then mutual execution of this Counter Offer shall constitute consent to revive and
45 retender the original offer. Upon its execution by both parties, this Counter Offer is made an integral part of the aforementioned Purchase
46 and Sale Agreement.

47

48 If a signed acceptance is not delivered on or before (date): 12/14/2023 at 9:00 A.M. P.M.
49 this Counter Offer shall be deemed to have expired.

50

51 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
52 transmission. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

53

54 SELLER Innovative Wealth Group Innovative Wealth Group Date 12/11/2023 Time 1:21 PM A.M. P.M.

55

56 SELLER _____ Date _____ Time _____ A.M. P.M.

57 BUYER [Signature] Date 12/13/2023 Time _____ A.M. P.M.

58

59 BUYER _____ Date _____ Time _____ A.M. P.M.

60

Exhibit A

JANUARY 2023 EDITION



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.



1 ID# 1302TBDAlbany DATE 12/8/2023
 2 LISTING AGENCY Homes of Idaho Office Phone # 208-442-8500 Fax # _____
 3 Listing Agent Julie Essig E-Mail julie@homesofidaho.com Phone # 406-209-1024
 4 SELLING AGENCY NAI Select/Rallens Realty Consultants Office Phone # 208-9981055 Fax # _____
 5 Selling Agent Norm Brown E-Mail norm@rallensrealty.com Phone # 208-866-2450

6
 7 1. BUYER: White Clouds Investments, LLC and/or assigns
 8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
 9 "PROPERTY" COMMONLY KNOWN AS 1302 & TBD Albany
 10 City Caldwell County Canyon ID, Zip 83605 legally described as:
 11 See Exhibit A Exhibit B and Survey
 12 OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

13
 14 2. \$ 320,000.00 PURCHASE PRICE: Three Hundred Twenty Thousand DOLLARS,
 15 payable upon the following TERMS AND CONDITIONS (not including closing costs):

16 This offer is contingent upon the sale, refinance, and/or closing of any other property Yes No

17
 18 3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

19
 20 (A) \$ 2,000.00 EARNEST MONEY: Two Thousand DOLLARS
 21 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>7</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5
<input type="checkbox"/> Wire/Electronic Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 5			

22
 23 THE RESPONSIBLE BROKER SHALL BE: Ben Kneader

24
 25 (B) ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH
 26 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
 27 within NA business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or
 28 proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

29
 30 (C) Cash proceeds from another sale: Yes No (No if left blank)

31
 32 (D) \$ 0.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is
 33 contingent upon BUYER obtaining the following financing:
 34 FIRST LOAN of \$ _____ not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL
 35 DEVELOPMENT, OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate Other _____
 36 SECOND LOAN of \$ _____ through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER _____
 37 with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate Other _____
 38 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

39
 40 LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance
 41 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt
 42 ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject
 43 only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than
 44 PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce
 45 the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify
 46 BUYER of any price reduction. BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER
 47 so long as the new loan does not increase the costs or requirements to the SELLER.

48
 49
 50 BUYER'S Initials (NB) Date 12/08/23

SELLER'S Initials (IWS) Date 12/12/23

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PROPERTY ADDRESS: 1302 & TB Albany

Caldwell

83605

ID#: 1302TBDAlbany

51 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
52 purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given
53 in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
54 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall
55 have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised
56 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
57 value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.
58

59 (E). \$ ADDITIONAL FINANCIAL TERMS:

- 60 [] Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
61 [] Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
62

63 (F). \$ 318,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing
64 to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.
65

66 If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
67 agreement by notifying BUYER(S) in writing of such cancellation within NA business days (three [3] if left blank) after written confirmation was required.
68 If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation
69 of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S
70 approval shall not be unreasonably withheld.
71

72 4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this
73 Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 10 business
74 days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency
75 by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this
76 Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and
77 all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. In the event any contingency has been waived or a contingency
78 deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate the waived or expired
79 contingency without a mutually executed written agreement containing language specifically reinstating the same.
80 This contingency deadline shall not apply to the following contingency(ies):
81 Buyer shall have 10 business days to conduct inspections.
82

83 5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.
84 Sale is contingent on Buyer approving the Appraisal at Buyer sole discretion. Appraisal on the empty lot and 1302 Albany shall be
85 completed within 30 days after mutual execution and Closing shall be no later than 40 days after mutual execution or the Buyer shall forfeit
86 the Earnest Money. Forfeit of Earnest Money shall be Seller's sole remedy should the Buyer not close.
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96 6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
97 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned
98 attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors,
99 storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
100 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, and irrigation fixtures
101 and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should
102 satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written
103 communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure
104 report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value
105 less than \$100.
106

107 (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

108 Only Real Property
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110
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112 (B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

113 All Personal Property
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119

BUYER'S Initials (NB) Date 12/08/23

SELLER'S Initials (IWG) Date 12/12/23

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PROPERTY ADDRESS: 1302 & TB Albany

Caldwell

83605

ID#: 1302TBDAlbany

189 2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those
190 items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe.
191 BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition
192 or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to
193 SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below.
194 Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all
195 indicated inspections unless otherwise noted in the Costs Paid By section or elsewhere herein. BUYER reserves the right to conduct the following inspections
196 outside the Primary Inspection timeline:

- 197 Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within NA business days (ten [10] if left
198 blank) from acceptance.
- 199 Septic Inspection and required Pumping which shall be completed and notice provided within NA business days (ten [10] if left blank) from
200 acceptance.
- 201 Survey which shall be completed and notice provided within NA business days (ten [10] if left blank) from acceptance.
- 202 Other Inspection #1: _____ See Section 5 _____ which shall be completed and notice provided within NA business
203 days (ten [10] if left blank) from acceptance.
- 204 Other Inspection #2 _____ See Section 5 _____ which shall be completed and notice provided within NA business
205 days (ten [10] if left blank) from acceptance.

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

208 Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to
209 each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required,
210 if additional time was reserved in 12(B)(2) there may be multiple notices.

211 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination
212 of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition,
213 conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all
214 liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate
215 based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and
216 inspections.

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

219 3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items/conditions, it shall end BUYER'S timeframe
220 for that particular inspection and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if
221 applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at
222 SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct
223 the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written
224 response from SELLER that rejects BUYER'S requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may
225 proceed under 12(C)(4) below.

226 4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in
227 writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating
228 with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the
229 disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which
230 case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of
231 SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without
232 the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction
233 under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved
234 in 12(B)(2).

235 (D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

236 13. LEAD PAINT DISCLOSURE: The subject PROPERTY is is not defined as "Target Housing" regarding lead-based paint or lead-based paint
237 hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the
238 source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information
239 pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been
240 provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract
241 is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than NA or the
242 contingency will terminate, (d) that BUYER hereby waives does not waive this right, (e) that if test results show unacceptable amounts of lead-based
243 paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-
244 based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest
245 money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility
246 such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate
247 Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

248 BUYER'S Initials (NB) Date 12/08/23

249 SELLER'S Initials (JWG) Date 12/12/23

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PROPERTY ADDRESS: 1302 & TB Albany Caldwell 83605 ID#: 1302TBAIbany

7. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

8. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

9. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 3 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 3 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Pioneer Title/Vicki Hunsberger Title Company located at 610 S. Kimball Caldwell ID 83605 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

12. INSPECTION: (A). BUYER chooses to conduct inspections not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 10 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS
1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 5 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials (NB) Date 12/08/23

SELLER'S Initials (TNG) Date 12/12/23

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PROPERTY ADDRESS: 1302 & TB Albany

Caldwell

83605

ID#: 1302TBDAlbany

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

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

17. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: Yes No N/A

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____. BUYER SELLER Shared Equally N/A to pay Association SET UP FEE of \$ _____ at closing. BUYER SELLER Shared Equally N/A to pay Association PROPERTY TRANSFER FEES of \$ _____ at closing. BUYER SELLER Shared Equally N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ _____ at closing. Association Fees are governed by Idaho Code chapters 15 and 32. The SELLER to pay any additional costs if more than the amounts stated in this section.

19. COSTS PAID BY: The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 12.

Table with columns for BUYER, SELLER, Shared Equally, N/A and descriptions of costs like Appraisal Fee, Title Insurance, etc.

Upon closing SELLER agrees to pay NA % of the purchase price OR \$ NA (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

SELLER agrees to pay up to \$ NA (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount

BUYER'S Initials (NB) Date 12/08/23 SELLER'S Initials (JWG) Date 12/12/23

PROPERTY ADDRESS: 1302 & TB Albany Caldwell 83605 ID#: 1302TBDAlbany

299 20. OCCUPANCY: BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.
300

301 21. SECTION 1031 TAX DEFERRED EXCHANGE: BUYER Does Does Not intend to do a 1031 Tax Deferred Exchange (N/A if
302 left blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's
303 cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not
304 delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange.
305 The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party
306 may sustain as a result of the actual or attempted 1031 exchange.
307

308 22. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be
309 materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER, and
310 if voided, BUYER'S Earnest Money shall be returned to BUYER.
311

312 23. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of
313 the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within _____ business days
314 (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying
315 BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within _____ business days
316 (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this
317 offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable
318 satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available
319 for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for
320 phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their
321 associates of any liability as to incomplete repairs and/or any changed conditions.

322 24. SINGULAR AND PLURAL terms each include the other, when appropriate.
323

324 25. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506)
325 any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b),
326 Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.
327

328 26. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that,
329 subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to
330 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure
331 Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for
332 construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly
333 constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your
334 behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.
335

336 27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
337

338 28. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile
339 or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or either
340 broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to
341 conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic
342 Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate
343 licensee working on behalf of a party hereto, shall constitute delivery to that party.
344

345 29. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to
346 sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All
347 parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from
348 any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a
349 transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of
350 inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer
351 process or stealing funds.
352

353 30. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
354 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by
355 the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business
356 day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the
357 first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.
358

359 31. CALENDAR DAYS: A calendar day is herein defined as Sunday through Saturday, 12:00 A.M. to 11:59 P.M., in the local time zone where the subject
360 real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be
361 performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any
362 reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
363

BUYER'S Initials (NB) Date 12/08/23

SELLER'S Initials (TWG) Date 12/12/23



PROPERTY ADDRESS: 1302 & TB Albany

Caldwell

83605

ID#:

1302TBDAlbany

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that any Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit, including but not limited to Earnest Money that has become non-refundable, shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

34. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker shall not be required to take any action but may await any proceeding, or at Broker's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

35. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

36. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

37. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

38. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 40 days after execution of the contract. The parties agree that the CLOSING COMPANY for this transaction shall be Pioneer Title/ Vicki Hunsberger located at 610 Kimbal Caldwell Idaho 83605. term escrow holder shall be Pioneer. If a long-term escrow / collection is involved, then the long-

BUYER'S Initials (NB) Date 12/08/23

SELLER'S Initials (TWG) Date 12/12/23



PROPERTY ADDRESS: 1302 & TB Albany Caldwell 83605 ID#: 1302TBDAlbany

433 40. CONDITION OF PROPERTY UPON CLOSING: Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and
434 with no further repairs required, subject only to the representations and warranties stated herein, in any deed, or otherwise agreed upon by the parties in
435 writing. BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically
436 transferred under this Agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon personal
437 property by leaving the same on the PROPERTY. In the event any personal property remains on the PROPERTY after closing the same shall be deemed to
438 have no value and may be disposed of, sold, or acquired by BUYER without notice or compensation to SELLER; BUYER shall have a cause of action against
439 SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties related to the same.
440 BUYER and SELLER intend for the provisions of this section to survive closing and not merge with any subsequently executed deed as it is a collateral
441 stipulation.
442

443 41. POSSESSION: BUYER shall be entitled to possession upon closing or date _____ time _____ A.M. P.M.
444

445 42. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens,
446 encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date _____
447

448 BUYER to reimburse SELLER for fuel in tank Yes No N/A. Dollar amount may be determined by SELLER's supplier.
449

450 43. ASSIGNMENT: This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.
451

452 44. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the
453 matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written
454 agreement signed by each of the parties.
455

456 45. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
457

458 46. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement
459 on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.
460

461 47. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before
462 (Date) 12/10/23 at (Local Time in which PROPERTY is located) 5:00 A.M. P.M.

BUYER'S Initials (NB) () Date 12/08/23

SELLER'S Initials (TWG) () Date 12/12/23

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48. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S) (Specify number of BUYER addendum(s) attached.)
SEE ATTACHED BUYER'S EXHIBIT(S): Exhibit A, Record of Survey 2 lots (Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent.

BUYER Signature: Norman Brown, Member, White Clouds Investments LLC
Date: 12/08/23
Address: 15493 Hollow Rd
City: Caldwell State: ID Zip: 83607
E-Mail: norm@rallensrealty.com

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent.

BUYER Signature: Innovative Wealth Group, LLC
Date:
Address:
City: State: Zip: Fax #

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER
COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) #
COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent.

SELLER Signature: Innovative Wealth Group
Date: 12/12/23
Address:
City: State: Zip: Fax #

CONTRACTOR REGISTRATION # (if applicable)

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent.

SELLER Signature:
Date:
Address:
City: State: Zip: Fax #

CONTRACTOR REGISTRATION # (if applicable)

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within calendar days (three [3] if left blank) by BUYER initialing HERE () () Date
If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

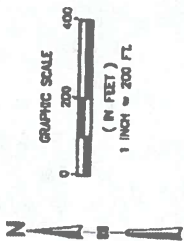


Exhibit A

RECORD OF SURVEY—SIMPLE LOT SPLIT

FOR

INNOVATIVE WEALTH GROUP LLC
LOTS 1 AND 2, BLOCK 84, REVISED MAP OF CALDWELL
WITHIN A PORTION OF THE SW 1/4 OF THE SE 1/4 SECTION 22,
TOWNSHIP 4 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CANTON COUNTY,
CITY OF CALDWELL, IDAHO
2023



LEGEND

Project and Site Location

Certificate

Existing Right-of-Way Line

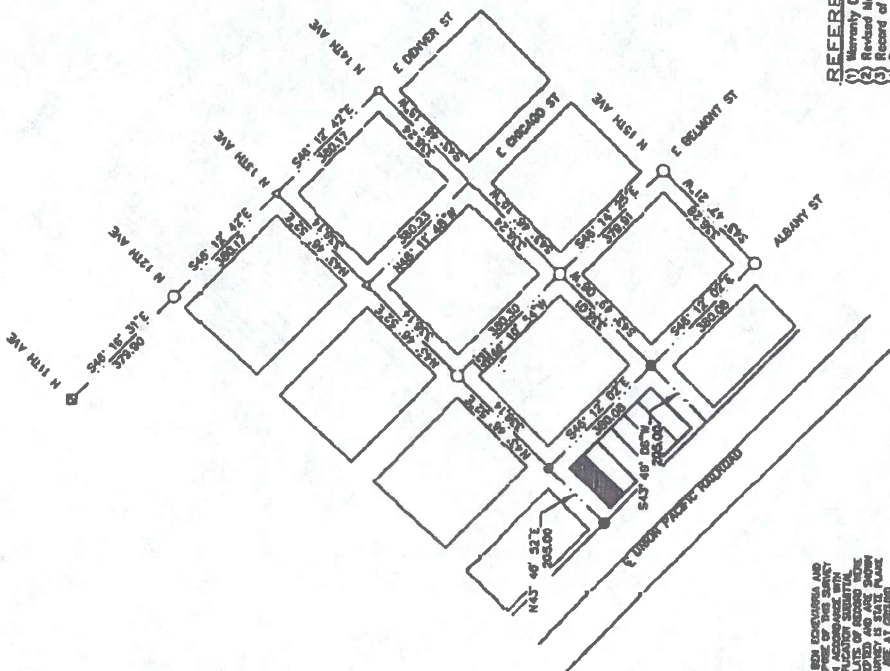
Found Aluminum Cap (As Noted)

Found 1/2" Iron Pin (As Noted)

Found 5/8" Iron Pin (As Noted)

Set 5/8"x3" Iron Pin, PLS 134-46

Calculated Point



CERTIFICATE OF SURVEYOR
 I, Sean P. Sullivan, do hereby certify that I am a Professional Surveyor licensed by the State of Idaho, and that this map has been prepared by me or under my direct supervision, and that this is an accurate representation of said survey and that it is in conformity with the Center Perpetuation and Filing Act, Idaho Code 55-1001 through 55-1012.



Sean P. Sullivan
 PRELIMINARY REVIEW
 License No. 13446

SHEET 1 OF 2
 INDEX NO. 434-22-2-3-0-01-20

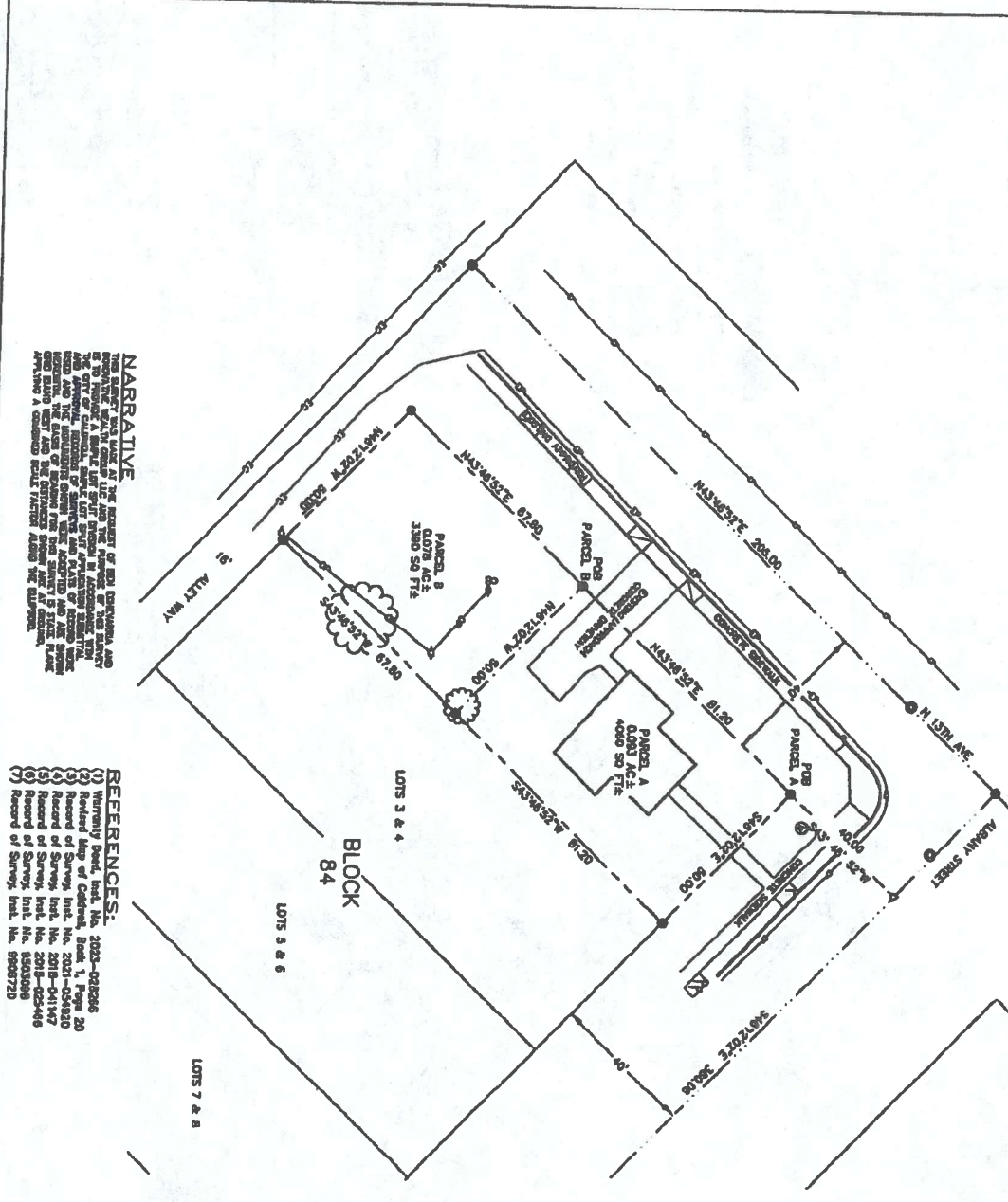


- REFERENCES:**
- (1) Merriam-Webster, Inc., No. 2023-026266
 - (2) Record of Survey, Inst. No. 2018-041720
 - (3) Record of Survey, Inst. No. 2018-041720
 - (4) Record of Survey, Inst. No. 2015-025466
 - (5) Record of Survey, Inst. No. 2015-025466
 - (6) Record of Survey, Inst. No. 8503098
 - (7) Record of Survey, Inst. No. 5900720

NARRATIVE
 THIS SURVEY WAS MADE AT THE REQUEST OF INNOVATIVE WEALTH GROUP LLC AND THE PURPOSE OF THIS SURVEY IS TO DIVIDE THE LAND SHOWN INTO LOTS 1 AND 2, BLOCK 84, REVISED MAP OF CALDWELL, WITHIN A PORTION OF THE SW 1/4 OF THE SE 1/4 SECTION 22, TOWNSHIP 4 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CANTON COUNTY, IDAHO. THE BASIS OF SURVEY FOR THIS SURVEY IS STATE PLAIN SURVEYING. A COMPASS BEARING ALONG THE 1/4 SECTION

NB 12/08/23

RECORD OF SURVEY—SIMPLE LOT SPLIT
FOR
INNOVATIVE WEALTH GROUP LLC
LOTS 1 AND 2, BLOCK 84, REVISED MAP OF CALDWELL
WITHIN A PORTION OF THE SW 1/4 OF THE SE 1/4 SECTION 22,
TOWNSHIP 4 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CANYON COUNTY,
CITY OF CALDWELL, IDAHO
2023



NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF INNOVATIVE WEALTH GROUP LLC TO DIVIDE A PORTION OF THE SW 1/4 OF THE SE 1/4 SECTION 22, TOWNSHIP 4 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CANYON COUNTY, IDAHO INTO THREE PARCELS, PARCELS A, B AND C. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RECORD OF SURVEY, INDIANAPOLIS, INDIANA, 2003-02-266 AND THE SURVEY, INDIANAPOLIS, INDIANA, 2003-02-266. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RECORD OF SURVEY, INDIANAPOLIS, INDIANA, 2003-02-266 AND THE SURVEY, INDIANAPOLIS, INDIANA, 2003-02-266.

- REFERENCES:**
- (1) Warranty Deed, Ind. No. 2003-02-266
 - (2) Revised Map of Caldwell, Book 1, Page 20
 - (3) Record of Survey, Ind. No. 2003-02-266
 - (4) Record of Survey, Ind. No. 2018-04-147
 - (5) Record of Survey, Ind. No. 2018-02-446
 - (6) Record of Survey, Ind. No. 9803098
 - (7) Record of Survey, Ind. No. 9803720

CERTIFICATE OF SURVEYOR

I, Sean P. Sullivan, do hereby certify that the above described map was prepared from an actual survey made on the ground under my direct supervision, and that this map is in conformity with the Corner Description and Field Notes, Idaho Code SS-1601 through SS-1612.

Sean P. Sullivan
 PRELIMINARY
 PROFESSIONAL LAND SURVEYOR
 STATE OF IDAHO
 License No. 13448

LEGEND

- Boundary Line
- New Parcel Line for Lot Split
- Centerline
- Existing Right-of-Way Line
- Edge of Pavement
- Edge of Gravel
- Overhead Power
- Found 1/2" Iron Pin (As Noted)
- Found 5/8" Iron Pin (As Noted)
- Set 5/8" 24" Iron Pin, PLS 13448
- Calculated Point
- Power Pole
- Electric Meter
- Sentry Sower Diagram
- Sentry Sower Markings
- Mail Box
- Witness Corner
- Point of Beginning
- Water Meter
- Deciduous Tree



SHEET 2 OF 2
 INDEX NO. 43-22-3-3-0-01-20

ERS
 ENGINEERING & SURVEYING
 1380 W. ARDEN BLVD., SUITE 220
 BOISE, IDAHO 83726
 (208) 342-9851

NB 12/08/23



**DESCRIPTION
FOR
INNOVATIVE WEALTH GROUP LLC
PARCEL A**

"EXHIBIT A"

The following describes a parcel of real property, lying within the SW1/4 of the SE1/4 of Section 22, Township 4 North, Range 3 West, Boise Meridian, Canyon County, City of Caldwell, ID, also being a portion of Lots 1 and 2 of Block 84, Revised Map of Caldwell, Book 1, Page 20, Canyon County Record's and being more particularly described as follows:

Commencing at the intersection of Albany St and N 13th Ave, of said City of Caldwell; Thence, along the centerline of said Albany St, South 46°12'02" East, 40.00 feet; Thence, departing said centerline, South 43°46'52" West, 40.00 feet to the northwest corner of said Lot 1 and the **POINT OF BEGINNING**;

Thence, along the northerly boundary line of said Lots 1 and 2, also being the southerly right of way line of Albany St, South 46°12'02" East, 50.00 feet to the northeast corner of said Lot 2;

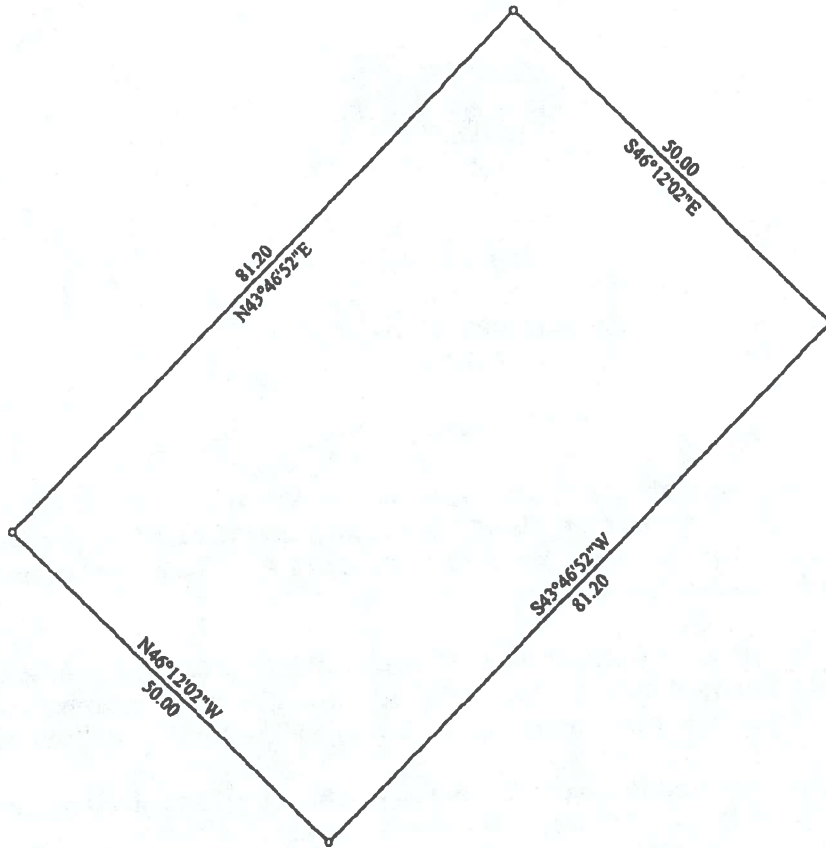
Thence, along the easterly boundary line of said Lot 2, South 43°46'52" West, 81.20 feet;

Thence, departing said easterly boundary line, North 46°12'02" West, 50.00 feet to the westerly boundary line of said Lot 1;

Thence, along said westerly boundary line, also being the easterly right of way line of N 13th Ave, North 43°46'52" East, 81.20 feet to the **POINT OF BEGINNING**, containing 0.093 acres or 4,060 square feet more or less and is subject to easements and reservations.



Exhibit A



Title:		Date: 10-10-2023
Scale: 1 inch = 20 feet	File: PARCEL A DESC.des	
Tract 1: 0.093 Acres: 4060 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 262 Feet		
001=S46.1202E 50.00	003=N46.1202W 50.00	
002=S43.4652W 81.20	004=N43.4652E 81.20	

Exhibit A



DESCRIPTION
FOR
INNOVATIVE WEALTH GROUP LLC
PARCEL B

"EXHIBIT A"

The following describes a parcel of real property, lying within the SW1/4 of the SE1/4 of Section 22, Township 4 North, Range 3 West, Boise Meridian, Canyon County, City of Caldwell, ID, also being a portion of Lots 1 and 2 of Block 84, Revised Map of Caldwell, Book 1, Page 20, Canyon County Record's and being more particularly described as follows:

Commencing at the intersection of Albany St and N 13th Ave, of said City of Caldwell; Thence, along the centerline of said Albany St, South 46°12'02" East, 40.00 feet; Thence, departing said centerline, South 43°46'52" West, 40.00 feet to the northwest corner of said Lot 1; Thence, along the westerly boundary line of said Lot 1, South 43°46'52" West, 81.20 feet, also being the easterly right of way line of N 13th Ave, to the **POINT OF BEGINNING**;

Thence, departing said westerly boundary line, South 46°12'02" East, 50.00 feet to the easterly boundary line of said Lot 2;

Thence, along the easterly boundary line of said Lot 2, South 43°46'52" West, 67.80 feet to the southeast corner of said Lot 2;

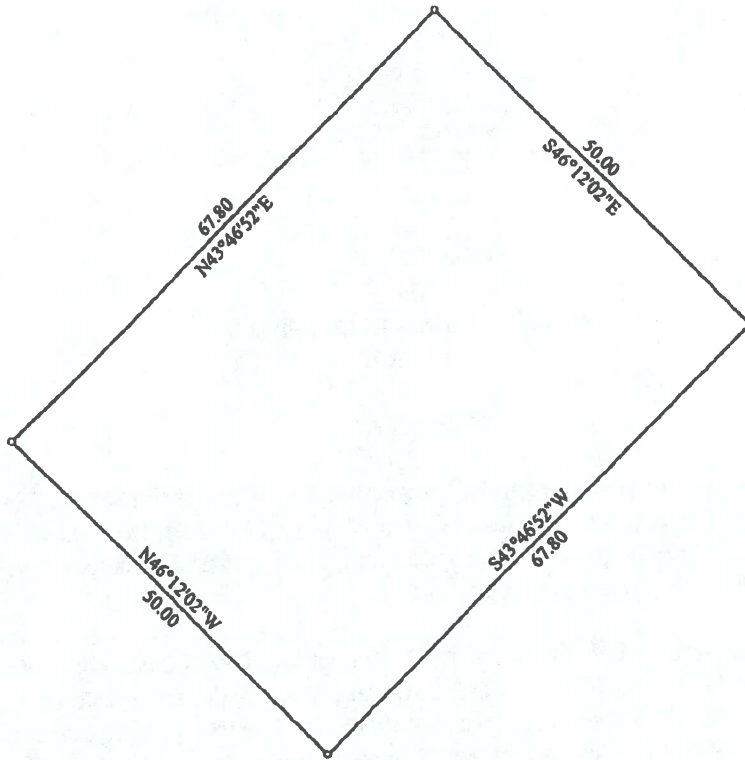
Thence, along the southerly boundary line of said Lots 2 and 1, North 46°12'02" West, 50.00 feet to the southwest corner of said Lot 1;

Thence, along the westerly boundary line, of said Lot 1, also being the easterly right of way line of N 13th Ave, North 43°46'52" East, 67.80 feet to the **POINT OF BEGINNING**, containing 0.078 acres or 3,390 square feet more or less and is subject to easements and reservations.



1, PARCEL B, INNOVATIVE WEALTH GROUP LLC

Exhibit A



Title:		Date: 10-10-2023
Scale: 1 inch = 20 feet	File: PARCEL B DESC.des	
Tract 1: 0.078 Acres: 3390 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 236 Feet		
001=S46.1202E 50.00	003=N46.1202W 50.00	
002=S43.4652W 67.80	004=N43.4652E 67.80	