

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

This Agreement to Purchase Real Estate at Public Auction is made and entered into by and between the Buyer(s) identified on the signature page below (hereafter called "Buyer", whether one or more) and RLF Chinook Properties, LLC, a Colorado limited liability company ("Seller"), in connection with a public auction conducted on June 10, 2013 (the "Auction") by Schrader Real Estate and Auction Co., Inc. (the "Auction Company").

The property offered at the Auction consists of thirty (30) tracts in Clay County, Indiana identified as Auction Tracts 1 through 30 and three (3) tracts in Vigo County, Indiana identified as Auction Tracts 32, 33 and 34. Buyer agrees to purchase and Seller agrees to sell the Auction Tract(s) identified below in accordance with and subject to the terms and conditions of this Agreement to Purchase Real Estate at Public Auction and the attachment(s) hereto (collectively, this "Agreement"), including the auction announcements attached as **Addendum A** ("Addendum A").

BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND THAT BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE NOT CONTINGENT UPON FINANCING.

1. **PROPERTY.** Buyer agrees to purchase and Seller agrees to sell the real estate described as follows (collectively, the "Property"):

Auction Tract(s): _____, being approximately _____ ± acres, as identified and depicted in the attached **Exhibit A**.

2. **PURCHASE PRICE; BUYER'S PREMIUM.**

(a) The total purchase price for the Property (hereafter, the "Purchase Price") consists of the bid amount, plus a 2% buyer's premium, as follows:

\$ _____ plus: \$ _____ = \$ _____
(Bid Amount) (2% Buyer's Premium) (Purchase Price)

(b) The entire Purchase Price shall be paid in immediately available funds at closing, less applied Earnest Money and any other credits due Buyer as provided herein.

(c) If a Survey is hereafter provided in accordance with the provisions of this Agreement and the gross acreage shown by the Survey varies by more than 1.0 acre from the estimated acreage for the Property as stated above, the Purchase Price shall be adjusted, pro rata, based on the gross acres shown in the Survey, to arrive at the same per-acre price indicated by the estimated acres shown above.

3. **EARNEST MONEY.** Currently herewith, Buyer shall deliver \$ _____ (the "Earnest Money"), payable to Hendrich Title Company, 498 Ohio St., Terre Haute, IN, Tel: 812-232-2752 ("Escrow Agent"), to be held in escrow and applied to the Purchase Price at closing.

4. **DEED.** At the closing, upon full payment of the Purchase Price, Seller shall deliver a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, but otherwise subject to the Permitted Exceptions as hereinafter defined. The deed shall be substantially in the form of the attached **Exhibit B**.

5. **PRELIMINARY TITLE WORK.** Preliminary title commitment schedules prepared by Hendrich Title Company and identified as C1310481 (rev. 6-4-13), C1310485 (rev. 6-6-13) and V13236034 (rev. 5-16-13) (collectively, the "Preliminary Title Work") have been made available for Buyer's review prior to the bidding at the auction. Buyer agrees to accept title to the Property free and clear of liens but otherwise in its current status as reflected in the Preliminary Title Work (and subject to the Permitted Exceptions, as hereinafter defined).

6. **TITLE INSURANCE.** Seller shall provide, at Seller's expense, an owner's title insurance policy in the amount of the Purchase Price insuring marketable title to the Property; subject, however, to all standard exceptions, conditions and requirements and subject also to the Permitted Exceptions. Prior to the closing, Buyer shall be entitled to receive a commitment for the issuance of such title insurance policy dated after the date of this Agreement (the "Final Title Commitment"). The costs of the Final Title Commitment and/or the owner's title insurance policy issued pursuant to the Final Title Commitment shall be paid by Seller.

7. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to: (a) existing roads, public utilities and drains; (b) visible uses and easements; (c) current taxes and assessments; (d) any interests of other parties with respect to Mineral Rights, whether or not listed in the Preliminary Title Work or the Final Title Commitment; (e) recorded easements, covenants, conditions, restrictions, reservations and other matters (except liens) appearing of record; (f) the leases referenced in Addendum A; and (g) any other matter disclosed or listed in this Agreement (including Addendum A) or the Preliminary Title Work (collectively, the "Permitted Exceptions"). Buyer agrees that title shall not be deemed unmarketable or

defective by reason of any matter that constitutes a Permitted Exception.

8. **MINERAL RIGHTS.** The conveyance of the Property to Buyer shall include any interest that Seller may have with respect to Mineral Rights. Seller has provided a "Mineral Ownership" statement that was included in the auction marketing materials and was available for review at the Auction ("Seller's Mineral Ownership Statement"). However, Seller makes no warranty (and except for the express statements contained in Seller's Mineral Ownership Statement, Seller makes no representation) regarding the extent of any Mineral Rights which may be owned by Seller. The conveyance of the Property to Buyer shall be subject to all interests of other parties with respect to Mineral Rights, including those listed in the Preliminary Title Work. For purposes of this Agreement, "Mineral Rights" refers to, collectively, any interest of any person or entity with respect to oil, gas, coal and other minerals, including all leases, grants, exceptions, reservations, easements, security interests and/or other rights pertaining thereto.
9. **SURVEY.**
- (a) As used herein, the term "survey" refers to services performed and/or products prepared by a registered land surveyor. Boundary lines depicted in the marketing materials and auction tract maps, including Exhibit A, are for illustrative purposes only. Auction tract maps, including Exhibit A, are not provided as survey products and are not intended as authoritative representations of property boundaries. Tracts depicted in the auction tract maps are intended as non-authoritative illustrations of the approximate boundaries of either: (i) an existing parcel with an existing legal description (in which case the boundaries of such parcel, for purposes of the auction, shall be defined by the existing legal description unless a new survey is provided); or (ii) a potential new parcel the boundaries of which would be determined by a new survey (in which case the auction tract map is intended to serve as the basis for instructions to the surveyor regarding the parties' intentions as to the boundaries of the new parcel).
 - (b) In connection with this Agreement, a new survey will be provided only if and only to the extent that: (i) the conveyance of the Property will involve the creation of new tract boundaries for which there is no existing legal description; (ii) a new survey is required by law to complete the conveyance; or (iii) Seller elects to provide a new survey for any other reason in Seller's sole discretion.
 - (c) If a new survey is provided: (i) the survey will be ordered by the Auction Company; (ii) the survey will be sufficient for the issuance of the Final Title Commitment, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey costs will be shared equally (50:50) by Seller and Buyer. Any survey of adjacent auction tracts will be for the perimeter only. Seller is not obligated to pay any portion of survey costs attributable to any ALTA survey certification and/or any survey endorsement or other special endorsement requested by Buyer or Buyer's lender.
 - (d) If a new survey is provided, Buyer shall have five (5) days within which to give written notice to Seller of any objection to the survey. If Buyer does not serve a written objection to the survey upon Seller within five days after Buyer's receipt of the survey, such failure shall be deemed an election by the Buyer to proceed to closing in accordance with the new survey. If Buyer does serve written objection to the survey within said five-day period and if said objection relates to a material and substantial issue, then Seller may: (i) make reasonable effort to remedy or cure the subject of Buyer's objection; or (ii) terminate this Agreement and release the Earnest Money to the Buyer
10. **REAL ESTATE TAXES AND ASSESSMENTS.**
- (a) Seller shall be responsible for the real estate taxes assessed against the Property for the 1st half of the calendar year 2013 (due and payable in May 2014) and all prior real estate taxes ("Seller's Taxes"). Seller's Taxes shall be paid by Seller at or prior to closing; provided, however, any portion of Seller's Taxes which cannot be determined at the time of closing shall be estimated based on the most recent assessment and tax rate information available and Buyer shall receive a credit at closing for the estimated amount, with no adjustment or reimbursement to be made to either party after closing. After closing, Buyer shall be responsible for payment of: (i) all real estate taxes other than Seller's Taxes; and (ii) the portion of Seller's Taxes as to which Buyer received a credit at closing.
 - (b) Seller shall pay any amounts due for special charges or assessments against the Property, including drainage board assessments, which are due (i.e., last payable without a penalty) on or before the date of closing. All other special charges or assessments shall be paid by Buyer.
11. **CLOSING.** This transaction shall be consummated at a closing (the "Closing") to be held on or before July 10, 2013 or as soon as possible thereafter when the Final Title Commitment and Seller's closing documents have been completed. The closing shall be held at and/or administered by the office of Hendrich Title Company, 498 Ohio Street, Terre Haute, IN 47807. Rent shall be prorated in accordance with the terms of Addendum A, as applicable.
12. **EXPENSES OF SALE.** Seller and Buyer agree that all closing costs and expenses of sale are to be paid in cash at or prior to the closing.
- (a) **SELLER'S EXPENSES:** Seller shall pay: (i) all costs of releasing existing liens and recording the releases; (ii) one-half of the fee charged by the closing agent to administer a cash closing; (iii) one-half of the cost of the survey, if any; (iv) the cost of the owner's title insurance; (v) preparation of deed

and vendor's affidavit; (vi) the professional fees due to the Auction Company in this transaction; and (vii) any expense stipulated to be paid by Seller under any other provision of this Agreement.

(b) **BUYER'S EXPENSES:** Buyer shall pay: (i) all expenses incident to any loan (e.g., loan commitment fees, preparation of loan documents, recording fees, title examinations, mortgage title insurance, prepaid interest and credit reports); (ii) one-half of the fee charged by the closing agent to administer a cash closing (and 100% of any additional closing fee due to any loan); (iii) one-half of the cost of the survey, if any; (iv) any expense stipulated to be paid by Buyer under any other provision of this Agreement.

13. **POSSESSION.** Possession of the Property shall be delivered to Buyer at closing subject to the leases described in Addendum A, including the farm leases for the remainder of the 2013 crop year, the oil and gas lease, and the coal leases if applicable to the Property as described in Addendum A.

14. **RISK OF LOSS; INSURANCE.** In the event of any damage to any building or improvement that is not repaired prior to closing, Buyer may elect either to: (a) accept an assignment of all insurance claims with respect thereto and/or the proceeds thereof and then go forward with the purchase of the Property as provided in this Agreement; or (b) terminate this Agreement. Seller's property insurance may be canceled as of the date of closing.

15. **AGENCY AND REPRESENTATION.**

(a) Auction Company and its agents and representatives (collectively, "Seller's Representatives"), are representing only the Seller in this transaction. This Agreement is solely between Buyer and Seller. Seller's Representatives shall not be liable for any existing or arising defects or deficiencies in the Property or any improvements thereon or appurtenant features thereof. All prospective bidders are responsible for conducting their own independent investigation and evaluation of the Property and the information and reports provided with respect thereto.

(b) **SELLER'S REPRESENTATIVES MAKE NO REPRESENTATION OR WARRANTY REGARDING THE PROPERTY. SELLER'S REPRESENTATIVES SHALL HAVE NO LIABILITY WITH RESPECT TO, AND HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN, ANY INFORMATION OR REPORTS PROVIDED BY SELLER AND/OR THIRD PARTIES IN CONNECTION WITH THIS AUCTION.**

(c) **FOR LEGAL ADVICE AND REPRESENTATION REGARDING THIS AGREEMENT AND THE TRANSACTIONS DESCRIBED HEREIN, SELLER AND BUYER SHOULD EACH OBTAIN SEPARATE AND INDEPENDENT LEGAL REPRESENTATION BY AN ATTORNEY OF THEIR RESPECTIVE CHOICE.**

16. **SALES FEE.** Any commission due Seller's Representatives shall be paid by the Seller pursuant to a separate agreement. If any other broker or other third party is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such broker or other third party, Buyer shall indemnify and hold harmless Seller and Seller's Representatives from and against the payment of any such commission, fee or compensation. This obligation of Buyer shall survive closing. Buyer understands and acknowledges that the 2% Buyer's Premium will be paid to the Seller as part of the Purchase Price.

17. **PROPERTY SOLD "AS IS" AND "WHERE IS".** Buyer acknowledges that Buyer has either completed all desired inspections of and investigations with respect to the Property or has elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase the Property in its present condition, "AS IS" and "WHERE IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of this Agreement.

18. **DISCLAIMER OF WARRANTIES AND CONSEQUENTIAL DAMAGES: ANY AND ALL WARRANTIES CONCERNING THE PROPERTY, STATED OR IMPLIED OR ARISING BY OPERATION OF LAW, AND INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR SELLER'S REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing, Seller and Seller's Representatives do not warrant any acreages, zoning matters, location or availability of utilities, assurance of building, driveway, water, septic system or other permits, or that the property qualifies for any specific use or purpose. Seller and Seller's Representatives shall have no liability with respect to, and hereby disclaim all representations and warranties contained in, any third party reports or materials provided in connection with this auction.

19. **ENVIRONMENTAL.** Buyer acknowledges that Seller has not made, will not make and hereby disclaims any and all representations and warranties concerning the environmental condition of the Property. Buyer acknowledges that, if applicable, Buyer has reviewed any environmental disclosure documents prior to bidding and that the contents and form of the information provided is acceptable to the Buyer.

20. **REMEDIES; FAILURE TO CLOSE.**

- (a) If this transaction fails to close due to non-performance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement: (i) Buyer acknowledges and agrees that it would be impractical and extremely difficult to calculate the damages which Seller may suffer by reason of such default and that the amount of the Earnest Money is a reasonable estimate of the total net economic detriment that Seller would suffer due to such default; (ii) Seller shall have the right to demand and receive the Earnest Money as liquidated damages and not as a penalty; (iii) upon such demand and Seller's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (iv) at Seller's option, at any time prior to such termination, Seller may elect instead to seek specific performance and/or any other remedy available in equity or at law.
- (b) If this transaction fails to close due to non-performance, breach and/or default with respect to the Seller's obligation(s) under this Agreement: (i) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (ii) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (iii) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance and/or any other remedy available in equity or at law.
- (c) Notwithstanding any other provision, if this transaction fails to close, the escrow agent or closing agent then holding the Earnest Money is authorized to hold the Earnest Money until it receives either: (i) written disbursement instructions signed by Buyer and Seller; (ii) a written release signed by one party authorizing disbursement to the other party; or (iii) a final court order specifying the manner in which the Earnest Money is to be disbursed.
- (d) Notwithstanding any other provision, this subsection applies if a party (the "Party Giving Notice") intends to terminate this Agreement or exercise any other right or remedy due to a purported breach or default with respect to the obligations of the other party (the "Other Party") under this Agreement or due to the non-satisfaction of a condition of this Agreement in favor of the Party Giving Notice. If this subsection applies: (i) the Party Giving Notice must first provide the Other Party with written notice identifying such purported breach, default or unsatisfied condition (the "Specified Default or Condition"); (ii) the Party Giving Notice shall not purport to terminate this Agreement or exercise any other right or remedy for a period of at least 14 days from the effective date of such notice; (iii) after receiving such notice, the Other Party shall have the right to cure or satisfy the Specified Default or Condition at any time before subsequently receiving notice of any purported termination or exercise of any right or remedy by the Party Giving Notice; and (iv) if the Party Giving Notice has properly exercised a right to terminate this Agreement or any other right or remedy due to an uncured breach or default with respect to the obligations of the Other Party under this Agreement or due to the non-satisfaction of a condition in favor of the Party Giving Notice under this Agreement (after giving notice in accordance with the foregoing provisions), the Other Party shall not be entitled to any further notice or opportunity to cure as a precondition to the exercise of any other right or remedy by the Party Giving Notice, whether due to the Specified Default or Condition or due to the breach, default or non-satisfaction of any other obligation or condition. Notwithstanding the foregoing provision, after a party has purported to exercise a right to terminate this Agreement or any other right or remedy due to a purported breach, default or non-satisfaction of any obligation or condition under this Agreement or has otherwise clearly indicated that such party does not intend to consummate and close the transaction, the other party shall not be required to provide any notice or opportunity to cure as a condition precedent to any right, remedy, claim or counterclaim of such other party.
21. **FAIR HOUSING STATEMENT.** It is illegal, pursuant to the Federal Fair Housing Law, 42 U.S.C.A. 3601, and applicable State fair housing laws, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap or national origin; or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
22. **WAIVER OF JURY TRIAL. BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY, TO THE FULL EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS, WITH REGARD TO THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH, ALL TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE TRIAL BY JURY MAY OTHERWISE ACCRUE WITH REGARD TO THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY.**
23. **1031 EXCHANGE.** Either party may elect to structure its transfer or acquisition of the Property, as the case may be, as part of a like kind exchange under Section 1031 of the Internal Revenue Code by assigning its rights under this Agreement, in whole or in part, to a qualified intermediary; provided, however, that no such assignment shall operate to release such party from its obligations under this Agreement. If either party elects to structure its transfer or acquisition of the Property as part of a like kind exchange, the other party agrees to execute an acknowledgment of any such assignment and otherwise to cooperate reasonably in connection with the exchange; provided, however, that neither party will be required to acquire title to any

other property, extend the time of closing under this Agreement, assume any additional liabilities or obligations or incur any additional expense as a result of the other party's exchange.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either party except as set forth in this Agreement. Neither party is relying upon any statement or promise that is not set forth in this Agreement and neither shall be bound by any purported oral modification or waiver.
25. **HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
26. **GOVERNING LAW.** This Agreement shall be constructed in accordance with the laws of the State of Indiana.
27. **SEVERABILITY.** Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would undermine the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.
28. **TIME IS OF THE ESSENCE.** The time for performance of the obligations of the parties is of the essence of this Agreement.
29. **NOTICE.** Any notice required or permitted under this Contract shall be in writing. Unless receipt of the notice is specifically acknowledged by the party to be notified (by such party signing a copy of the notice), notice must be given by U.S. Certified Mail, return receipt requested, or by nationally recognized overnight courier regularly providing proof of delivery (such as FedEx or UPS), with copies sent via email, as provided below. Notices shall be sent to the following addresses (or such other address as a party may designate in a notice given under this Section):

If to Seller: C/o James W. Geisz / Resource Land Holdings, LLC
619 North Cascade Avenue, Suite 200
Colorado Springs, CO 80903

With a legible PDF copy sent via email to each of the following:
jim.geisz@rholdings.com
john.felker@rholdings.com

If to Buyer: To the Buyer's address provided below, with a legible PDF copy sent via email to the Buyer's email address, if any, provided below

Notice shall be deemed effective as of the earlier of: (i) the day after the notice is sent as provided above; or (ii) the time receipt of the notice is acknowledged by the party to be notified (by such party signing a copy of the notice).

30. **ADDENDA AND EXHIBITS.** The following addenda and/or exhibits are attached to this Agreement and are incorporated herein and made a part hereof:

Addendum A - Auction Announcements
Exhibit A – Revised Auction Tract Map
Exhibit B – Form of Special Warranty Deed
Exhibit C – Form of Assignment and Assumption of Farm Leases *
Exhibit D – Form of Assignment and Assumption of Coal Leases *
Exhibit E – Form of Assignment and Assumption of Oil and Gas Lease

* Provided, however, that the incorporation of Exhibit C shall not apply unless the Property described in Section 1, above, includes one or more of Auction Tracts 1-26 and 32-34 and the incorporation of Exhibit D shall not apply unless the Property described in Section 1 includes one or more of Auction Tracts 1-5 and 8-24.

31. **CONVEYANCE INSTRUCTIONS.** The Property shall be conveyed to (and Buyer hereby directs Seller to execute and deliver the deed to) the party(ies) identified below Buyer's signature under "Exact name(s) to appear on deed" (the "Deed Grantee"). If the Deed Grantee is different than the party executing this Agreement as Buyer, then: (a) if requested by Seller, Buyer will, prior to closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Buyer's rights to acquire the Property to the Deed Grantee; and (b) in any event, the Buyer shall nevertheless be bound by all of the terms of this Agreement unless Seller hereafter expressly agrees in writing to release Buyer from this Agreement.
32. **EXECUTION; AUTHORITY.** The individual(s) signing this Agreement on behalf of Buyer represent/s and warrant/s that either: (a) he or she is (or they are) the person(s) identified as Buyer on the signature page(s) of this Agreement; or (b) he or she has (or they have) full authority to execute this Agreement on behalf of the person(s) or entity identified as Buyer on the signature page(s) of this Agreement. The individual(s) signing this Agreement on behalf of Seller represent/s and warrant/s that he or she has (or they have) full authority to execute this Agreement on behalf of RLF Chinook Properties, LLC, a Colorado limited liability company.
33. **ACCEPTANCE; DEADLINE.** This bid offer is irrevocable until 11:59 o'clock p.m. EST, on June 10, 2013 (the "Acceptance Deadline"). This Agreement shall be binding upon Buyer and Seller if, prior to the

Acceptance Deadline, this Agreement or a copy or counterpart of this Agreement, having been signed by Seller, is delivered to: (a) any Buyer or representative of Buyer in person, via fax or email, or in any other manner; or (b) Auction Company or a representative of Auction Company via fax or email. Otherwise: (i) this offer shall automatically expire and shall be null and void as of the Acceptance Deadline; (ii) the Earnest Money shall be promptly returned to Buyer; and (iii) all parties shall stand relieved and released of any and all liability or obligations hereunder (except for the obligation to return the Earnest Money to Buyer).

IN WITNESS WHEREOF, this Agreement is executed by Buyer on the 10th day of June, 2013.

BUYER:

Buyer's name and address:

Sign: _____

Print: _____

Office/capacity: _____

Sign: _____

Print: _____

Office/capacity: _____

BUYER INFORMATION:

Phone #: _____

Fax #: _____

Email address: _____

Lender Name: _____

Lender Contact: _____

Exact name(s) to appear on deed: _____

Form of ownership:

Individuals (tenants in common); Individuals (survivorship tenancy); Individual (sole ownership)

Corporation LLC LP LLP General Partnership Trust

Other: _____

State of incorporation or organization: _____

IN WITNESS WHEREOF, this Agreement is executed by Seller on the _____ day of _____, 2013.

SELLER:

RLF Chinook Properties, LLC
a Colorado Limited Liability Company
By its duly authorized agent:

(James W. Geisz, Authorized Representative)