STATE OF IDAHO, DEPARTMENT OF LANDS – STATE LAND

REAL ESTATE AUCTION
TERMS AND CONDITIONS AGREEMENT

Bottles Real Estate Auctions, LLC, an Idaho limited liability company ("**Auctioneer**"), **AS AGENT FOR SELLER, the State Board of Land Commissioners, acting by and through the Idaho Department of Lands** (**"IDL"**), will offer that certain 160-Acre tract of real property (the "Endowment Land") in today's auction according to the following terms and conditions:

1. The Auction will be with reserve. All bids for the Endowment Land are subject to acceptance by IDL at close of auction. The winning highest bid accepted by IDL (the "Successful Bid") must equal or exceed Five Million Dollars ($5,000,000) (the "Reserve").

2. All bidders at the auction must be citizens of the United States, eighteen (18) years of age or older, of sound mind, and legally competent to own and transfer real property in the State of Idaho.

3. The Endowment Land and all improvements thereon shall be sold "AS IS", and subject to all existing easements or claims of easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and all other matters. IDL does not guarantee the accuracy of the acreage, if any, identified in the property description. IDL makes no representation as to the use of the Endowment Land for any purpose.

4. A title commitment ("Title Commitment") was acquired in order to demonstrate the status of title to the Endowment Land for purposes of auction. IDL obtained a Title Commitment from First American Title Company (the "Title Company"). IDL makes no representation or warranty whatsoever of title. A current Title Commitment for a standard owner's title insurance policy from the Title Company, together with updates from time to time, will be available on the internet at www.bottlesauctions.com, and will be available for review prior to the auction.

5. IDL, as an agency of the State of Idaho, is statutorily precluded from paying taxes and assessments on Endowment Land. The State cannot be taxed by any County, City, or other local governmental or other quasi-governmental entities, such as a water or sewer district related to a prior lessee's use. The County or other governmental or quasi-governmental entities may show past due taxes and/or assessments relating to a prior lessee's use of the Endowment Land and are typically the personal obligation of the prior lessee. Such taxes and assessments, and the entities capable of assessing such taxes and assessments are generally identified in the Title Commitment and the Endowment Land shall be sold subject to any such taxes, assessments, or costs for utilities.

6. Prior to the auction, the Endowment Land and/or fixtures and improvements located thereon was made available for inspection and review, and the Successful Bidder certifies that all due diligence required by the Successful Bidder has been completed prior to auction.

7. Simultaneous with the execution of these Terms and Conditions, the undersigned bidder must present a cashier's check in the sum of One Hundred Fifty Thousand Dollars ($150,000) per Endowment Land lot that bidder wishes to purchase in order to register to bid for any Endowment Land (the "Auction Deposit"). Bidder shall retain the cashier's check until succeeding as the Successful Bidder. If bidder is ultimately the Successful Bidder, then bidder shall provide the cashier's check to the IDL representative at the close of auction, and the funds shall be deposited with the Title Company and held in accordance with the terms and conditions of the Purchase and Sale Agreement ("PSA") and Escrow Instructions. At close of auction, the Successful Bidder shall execute Escrow Instructions (the form of which can be viewed on the internet at www.bottlesauctions.com) prepared by IDL in which the Successful Bidder shall agree to the non-refundable nature of the Auction Deposit and payment of other costs and fees, as well as the forfeiture of all such Auction Deposit and payment of costs and fee in the event of a default by the Successful Bidder. If the Successful Bidder is bidding online, the Successful Bidder shall promptly sign at close of auction the Escrow Instructions through an electronic signature software used by Auctioneer.

9. The Endowment Land Affidavit shall confirm that neither the Successful Bidder nor any third party that the Successful Bidder may represent has purchased in excess of the constitutional limitation of a total of three hundred twenty (320) acres of Endowment Land, including the Endowment Land that is the subject of this auction. If at any time it is discovered that the three hundred twenty (320) acre constitutional limitation has been exceeded, then the Successful Bidder and any third party that the Successful Bidder may represent shall forfeit any and all amounts, costs, fees, charges, and expenses of any kind paid at any time relative to the acquisition of the Endowment Land, including, but not limited to, any and all amounts, costs, fees, charges, and expenses of any kind paid at the close of auction, and any and all amounts, costs, fees, charges, and expenses of any kind, including the Successful Bid amount for the Endowment Land paid at Closing. In addition, the Successful Bidder and any third party that the Successful Bidder may represent shall be required to re-convey to IDL, upon demand by IDL, all Endowment Land acquired at auction free and clear of any and all liens and encumbrances.

10. At the close of auction, the Successful Bidder shall be escorted to the contract table to sign the PSA, Endowment Land Affidavit, and a Statement of Non-Collusion, and Escrow Instructions forms of which can be reviewed at www.bottlesauctions.com. If the Successful Bidder is bidding online, the Successful Bidder shall promptly sign such forms through an electronic signature software used by Auctioneer. If the Successful Bidder fails or refuses to sign the PSA, Endowment Land Affidavit, and a Statement of Non-Collusion, or Escrow Instructions at the close of the auction, then the Successful Bidder shall immediately pay and forfeit the Auction Deposit to IDL. The Successful Bidder acknowledges and agrees that: (i) IDL's actual damages in such event would be difficult or impracticable to determine at the time of contracting, including, without limitation, damages arising from delay, administrative costs, lost marketing opportunities, and potential diminution in value upon resale; (ii) the Auction Deposit represents a fair and reasonable estimate of such damages as of the date of the auction and is not a penalty; and (iii) such forfeiture shall occur automatically and without the need for further notice, demand, or legal action by IDL.

11. As set forth in the PSA, at the Closing, Successful Bidder shall pay an administration fee in the amount of five percent (5%) of the Purchase Price.

12. As set forth in the PSA, at the Closing, Successful Bidder shall pay $10,090, which amount shall be used to reimburse the current Lessee of the Property for the value of the fence affixed to the Property.

13. If the Successful Bidder shall fail at the close of auction for the Endowment Land to promptly sign all instruments required to be executed at close of auction, including but not limited to, the PSA, the Non-Collusion Agreement, the Endowment Land Affidavit, or the Escrow Instructions, or shall fail to pay the Auction Deposit by certified check, then the Endowment Land may immediately be offered or re-offered for auction on the same day. In the event IDL elects to offer the Endowment Land for auction, Successful Bidder shall still be liable to pay and forfeit the Auction Deposit to IDL as set forth above as a reasonable estimate of liquidated damages.

14. The PSA shall identify the Successful Bid amount for the Endowment Land, which is the purchase price to be paid by Successful Bidder at Closing.

15. A date for Closing shall be established by IDL to occur not sooner than thirty (30) days following the auction date, but not to exceed sixty (60) days.

16. Upon satisfaction of all of the Successful Bidder's obligations under the PSA, including all payments due at Closing, the purchaser shall receive a State Deed transferring title to the Endowment Land, the form of which is attached to the PSA..

17. IDL may cancel this auction at any time prior to IDL's acceptance of a final bid.

18. In the event any term or condition set forth herein is inconsistent with any term or condition set forth in the PSA or any other document or agreement entered contemporaneously herewith, or prior to the execution of the PSA, the terms and conditions of the PSA to be executed by the Successful Bidder and IDL shall control. If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

The Undersigned Hereby Acknowledges Reading and Accepting the Above Terms & Conditions

BIDDER:

Signature: ______________________________ **Date:** ____________

Print Name of above signed**:** _________________________________

If Bidder is an **ENTITY**, Please also complete the Following:

Name of Entity & Entity Type
(i.e. LLC, Inc): ___________________________

State of Organization: ______________________

Representative Capacity of Above signed (i.e. Manager, Member, President) : ______________________________

Address: ____

City:_____________ST:________ZIP:________
PH#____

Email Address ____

Name/Address of Property Registering for: ____

Represented by (Real Estate Agent OR Self): ____

Photo I.D. (Driver's License) to be verified by auction clerk:

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Bidder # ________________

Cashier's Check #

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Form Cannot Be Accepted Until Auction Day Due to Cashier's Check Requirement
*****Information May Be Subject to Public Records Requests*****