

ASSIGNMENT OF PAYMENT RIGHTS

THIS ASSIGNMENT OF PAYMENT RIGHTS (“**Assignment**”) is made between Panhandle State Bank, an Idaho corporation (“**Panhandle**” or “**Assignor**”) and Copper Basin Construction, Inc., an Idaho corporation (“**Assignee**”) effective the 21st day of October, 2014.

RECITALS

WHEREAS, Tullamore Properties, L.L.C., an Idaho limited liability company (“**Tullamore**”) entered into that certain Owner Participation and Reimbursement Agreement dated December 30, 2008 (the “**Participation Agreement**”), with the Post Falls Urban Renewal Agency, an Idaho urban renewal agency (the “**Agency**”), wherein, among other things, Tullamore agreed to advance funds to construct the project described therein with the agreement of Agency to reimburse to Tullamore a substantial portion of the total amount of funds advanced;

WHEREAS, on December 30, 2008, the Agency resolved to reimburse to Tullamore the total amount of \$2,724,027, to be paid from tax increment revenues in the East Post Falls North Urban Renewal District, as such revenues become available to the Agency and in accordance with Agency policies;

WHEREAS, pursuant to certain Non-Merger Deeds in Lieu of Foreclosure executed by Tullamore in favor of Panhandle, Tullamore conveyed the real property subject of the project improvements (the “**Property**”) to Panhandle, and on 05/31/2011, pursuant to Assignment of Payment Rights between Tullamore and Panhandle, as assignee, Tullamore assigned to Panhandle all of Tullamore’s right, title and interest in reimbursements due Tullamore under the Participation Agreement in the amount of \$2,431,908.06;

WHEREAS, as of the date of this Assignment, the total amount remaining to be paid by the Agency to Panhandle as assignee of Tullamore, pursuant to the Participation Agreement, is \$ 1,592,631.45 (the “**Reimbursement Payments**”);

WHEREAS, Assignor has entered into that certain Contract of Sale dated January 10, 2014, as amended on March 30, 2014 and April 30, 2014 (the “**Contract of Sale**”), wherein the Assignor is seller and Assignee is buyer of the Property; and

WHEREAS, to comply with the terms of the Participation Agreement and to enable the Assignee to develop the Property, and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in the Reimbursement Payments, and Assignee desires to accept an assignment of all of Assignor’s right, title and interest in the Reimbursement Payments.

THEREFORE, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and to Assignee's successors and assigns, all of Assignor's estate, right, title and interest in and to the Reimbursement Payments under the Participation Agreement.

2. Assignee hereby accepts said assignment of the Reimbursement Payments and acknowledges that, pursuant to the Participation Agreement, the Agency shall pay Reimbursement Payments from tax increment revenues generated by the project funded by the Assignor on a semi-annual basis as tax increment revenue becomes available and otherwise according to the terms of the Participation Agreement.

3. Assignor warrants that it has not previously assigned or otherwise transferred to any person or entity other than Assignee any of the rights, title or interests to the Reimbursement Payments being assigned by this Assignment.

4. Assignor and Assignee have each been represented or have had the opportunity to be represented by their own legal counsel in connection with this Assignment. Neither the Assignor nor Assignee has been induced to enter into this Assignment by means of any representations or statements not expressed herein. Each party shall bear its own costs, expenses, and attorney's fees incurred in connection with the negotiation, drafting and execution of this Assignment.

5. This Assignment shall be revocable by Assignor in the event of a default Assignee under the Contract of Sale, as determined in the sole discretion of Assignor.

6. This Assignment may be executed in duplicate originals, each of which will be deemed one and the same Assignment, and which will become effective when both parties have executed an original.

7. In the event any party is required to initiate or defend litigation with respect to the terms of this Assignment, the prevailing party in such litigation shall be entitled to costs and reasonable attorneys' fees incurred in connection with such litigation, including such costs and attorneys' fees on any appeal.

8. This Assignment may not be modified except by means of a writing signed by both parties. This Assignment shall be binding upon and shall inure to the benefit of only the Assignor and Assignee and their respective heirs, successors, and assigns. No third party shall have any rights or benefits hereunder. This Assignment shall be construed and enforced according to the laws of the State of Idaho.

WHEREFORE, the Assignor does hereby make this Assignment to Assignee, and Assignee does hereby acknowledge and accept this Assignment and the terms specified herein, on the dates indicated by their respective signatures.

ASSIGNOR:

PANHANDLE STATE BANK

Date: 10/03/2014

By: David A. Dean
David A. Dean, Senior Vice President

ASSIGNEE:

COPPER BASIN CONSTRUCTION, INC.,
an Idaho corporation

Date: 10/7/2014

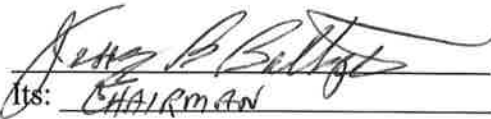
By: Steve D. White
Steve D. White, President

CONSENT TO ASSIGNMENT AND AGREEMENT

Post Falls Urban Renewal Agency (the "Agency") consents to Assignor's assignment herein of the Reimbursement Payments to Assignee and hereby waives Section 7.7 of the Participation Agreement with respect to the assignment of the Reimbursement Payments only. The Agency hereby agrees to make all Reimbursement Payments after the date of execution of this Assignment directly to Assignee or Assignee's heirs, successors or assigns on a semi-annual basis as tax increment revenue becomes available and otherwise according to the terms of the Participation Agreement.

POST FALLS URBAN RENEWAL AGENCY

Date: 10-27-14

By: 
Its: CHAIRMAN

State of Idaho)
 : SS
County of Kootenai)

On this 3rd day of October, 2014, before me, Mary E Thurlow, a Notary Public in and for said State, personally appeared David A Dean, known or identified to me to be the Senior Vice President of Panhandle State Bank, an Idaho corporation, or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Mary E Thurlow
Notary Public of Idaho
Residing at: Post Falls
Commission Expires: 2/5/16

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8th day of October, 2014, before me, Lisa Brodie Dunham, a Notary Public in and for said State, personally appeared Steve D. White, known or identified to me to be the President of Copper Basin Construction, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lisa Brodie Dunham
Notary Public for Idaho
Residing at Hyden Lake Idaho
My commission expires February 18, 2017

OWNER'S AFFIDAVIT

The undersigned, DAVID A. DEAN (the "Affiant"), first being duly sworn, deposes and says to his knowledge:

1. That Affiant is the SENIOR VICE PRESIDENT of Panhandle State Bank, an Idaho corporation (the "Owner"), and is duly authorized to make this Affidavit on behalf of the Owner.
2. That the Owner is the titleholder of that certain real property described on Exhibit A attached hereto (the "Property").
3. That the Owner has entered into that certain Contract of Sale dated January 10, 2014, as amended on March 30, 2014 and April 30, 2014 (the "Contract of Sale"), wherein the Owner is seller and Copper Basin Construction, Inc., an Idaho corporation, is buyer (the "Buyer").
4. Prior to the closing of the sale of the first Take Down Parcel, as defined in the Contract of Sale, at the closing thereof, and assuming no default by the Buyer under the Contract of Sale, the Owner grants to Buyer, in its role as developer of the Property, the authority to work with the City of Post Falls, Idaho (the "City") and other public or governmental entities, to obtain the required zoning, studies, reports, permits, approvals and written agreements satisfactory to Buyer and Owner, required by the appropriate public or governmental authorities to permit (i) the conveyance of the Property to Buyer in accordance with applicable law, and (ii) the development of the Property.

Dated as of this 30th day of SEPTEMBER, 2014.

Panhandle State Bank

By: David A. Dean
Name: DAVID A. DEAN
Title: SVP CHIEF CREDIT OFFICER