Addendum to Land Purchase Agreement

The below parties hereby modify and amend their April 15, 2012 Land Purchase Agreement as provided below:

Whereas, title clearance with the State of Utah in Utah Federal Court Case # 2:97CV927 DAK was resolved by recorded stipulation dated September 17, 2012 and recorded on November 2,2012 as entry # 95764; 2012 in the office of the Utah County Recorder.

Whereas, the exact acreage to be included in both the Purchase Agreement and Option could only be verified after settlement of the Federal Case, and is now herein formalized to be 35.4 acres of purchased land and 19.8 acres included under the option. Now, therefore, the parties agree as follows:

- 1. The interest on the unpaid purchase price shall now commence to accrue as of September 17, 2012 and the remaining \$15,000.00 down payment is to be paid before December 31, 2012 (and to be applied on Principal reduction).
- 2. Buyer is hereby notified of the possible interest of the State of Utah (UDOT) to acquire a portion of the Purchased Property. Buyer shall take primary responsibility for negotiations and possible sale of land for said connector road property, but Buyer will consult with Seller and obtain Seller's approval concerning any settlement of the road issue. Buyer must apply or pay to Seller on the Purchase Agreement at minimum of 85% of payment Buyer receives from such road settlement or litigation. Buyer will use its best efforts to maximize the payments due for said road, and for severance values and for damages to access any parcels, etc.
- 3. The parties hereto shall work with Empire Title Company to implement this transaction and convert the sale to a special warranty Deed, with a Trust Deed and Note back, and with recordable conditional easements, for access and utilities, as agreed. The parties will work together to maximize the boundaries and acreage of the parcels to extend them to most favorable existing fence lines, title lines, and possessory lines
- 4. Buyer acknowledges that its primary access to the purchased property should be to the east and extension of Provo's 500 West Street. Buyer will work with the state of Utah and Provo City to formalize that historic access and modify or expand or move that access as necessary. The 32' to 60' alternative access to the north is conditional upon the adequacy of the direct access to 500 West Street.

Dated: November _ / July , 2012

ENT 50886:2013 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 May 24 9:34 am FEE 23.00 BY ED
RECORDED FOR GEORGE JONES

Seller:

The Great Stock Company

Of Vast International Import Inc.

Buyer:

Environetics

Services, LLC by George Jones,

Manger/President



Land Purchase Agreement

For the mutual promises, covenants and considerations set forth herein and for TEN DOLLARS and other valuable considerations, the adequacy of which consideration is hereby acknowledged by each signatory hereto and with the full intent of all signatory parties to be legally bound hereby, this Agreement is made and entered into effective this 15th day of April, 2012.

This Agreement is by and between George Jones, or his assigns or controlled company Environetics, LLC, a Utah Limited Liability Company, hereinafter "Buyer" or "Enviro", and Great Stock Company of Vast International Import, a Utah Corporation, hereinafter "GSC" or "Seller". This Agreement is regarding the purchase of land located southerly at approximately 560 West 1900 South, Provo, Utah, 84601 (legal descriptions and aerial photo attached as Exhibit "A"), hereinafter also "Subject Property".

WHEREAS, Seller claims ownership to approximately 76 acres, or more, in the area surrounding and mostly south of KOVO Radio Station and Utah Lake dike and meander line located at the aforementioned approximate address in Provo, Utah and has reached agreement to clear title to approximately 40 plus acres of upland property. This overall GSC property is divided geographically into two (2) sections by a large earthen berm, commonly referred to as "The Dike". All property of interest regarding this Agreement is located on ground south of "The Dike", or south of the fence line located on the Dike.

NOW, THEREFORE, for aforesaid good and valuable consideration, the parties agree as follows:

1. PURCHASE: Buyer accepts the purchase of all land described herein (attached as Exhibit "A") on an "As Is" basis. No representation is made or implied by the Seller, or this document, as to the suitability of the "Subject Property" described herein as being purchased for any use purpose, use or development whatsoever. The "subject property" description also includes an access easement should Buyer request the same, thirty-two feet (32') in width to allow Buyer access to the property from the northern or private existing or future public street, most convenient to Buyer. Seller also will use its best efforts to provide an access to the east, over to the 500 west extended street. Such access to Public Street may be over or through Sellers adjacent properties as located within exhibit B or northern property, as Buyer and Seller might reasonably agree.

Buyer hereby agrees to pay a purchase price of SIXTY FIVE THOUSAND DOLLARS (\$65,000) per acre, for a total price of \$2,301,000 for the described property attached as Exhibit "A". The purchased property is known as the "meander line" Seven (7±) acres and the "north pasture" 28.4 acres. No utilities are currently represented as installed in or on any portion of the subject property. Buyer is hereby granted an option valid for three (3) years, to purchase the 19.6 acre "middle pasture" ground for \$20,000 per acre and a separate three year option to purchase the 26.6± acre "south pasture" parcel for \$5,000 per acre, subject to Seller being able to clean title thereon. Property is within the city limits of Provo City, Utah.

- 2. ACCESS EASEMENT: Certain property owned by Seller, located north and south of the existing "tree lined dike", is currently under lease to Tony Kogianes, a local farmer/rancher, for use as bovine pasture ground. Portions of the northern section lands are also leased to Simmons Communications (a Salt Lake City Broadcasting Company) where two (2) large AM radio broadcast towers are located. Access roads to the subject property may cross through this northern section of Simmons, or Kogianes, ground, or portions thereof to the extent Buyer is unable to obtain or verify or establish a prescriptive or use easement to the east and 500 west street. An existing access gate is kept locked at all times and is needed to confine the Kogianes cattle in the Kogianes livestock raising business. Accompanying this land purchase is an Access Easement through this northern section of ground (attached as exhibit C). Buyer will be given access code for locks on the gate at the time of preliminary closing of this Land Purchase Agreement. This granted access point gates and routes may be changed to any other or alternative access point of the trails, roads or Buyers streets connecting to Provo City street system. Buyer shall also provide Seller reasonable access through the exhibit A property to access public streets. Beginning in 2012, Buyer shall retain half of the annual Kogianes lease payments and seller shall retain or be paid half. Buyer may at anytime on 30 days written notice cancel the Kogianes lease to the purchased property.
- 3. <u>PAYMENT TERMS</u>: Buyer agrees to purchase the described land and Access Easement for the said \$2,301,000 as follows:
 - a. Down payment will be made of \$25,000.00 at the time of closing with the remaining principal being financed by Seller at an interest rate of 4.0% interest per annum,
 - b. Annual payments of \$100,000 due the 15th day of April each year beginning April 15, 2013. Said annual payments will continue at the said rate for ten (10) years, at which time a balloon payment of the remaining balance will be due on April 15, 2022.
 - c. This sale shall close at a mutually designated title company, with Seller to provide Buyer with a standard owner's title policy, and a Special Warranty Deed to the Subject Property. This sale may proceed as contract sale, or at either party's election may be replaced by a deed with a seller carry back Trust Deed and Note.

NOTE: The Access Agreement and associated rights is contingent on completion of the purchase of the land. If the land purchase falls short of full purchase, or deeding, to Buyer, or full payment to Seller, then this Agreement fails and Buyer has no continuing or ongoing easement or right of access.

4. <u>JURISDICTION</u>: This Agreement has been entered into in Orem, Utah at an office maintained in Orem, Utah by Seller. Any litigation or conflict resolution regarding this Agreement shall be pursued initially by seeking a resolution through licensed mediation with both sides paying 50% of mediation costs. If resolution is pursued in judicial

proceedings through Utah State Courts, such litigation shall be conducted and pursued in Utah County, Utah. Any party in breach or default hereunder shall pay all costs and reasonable attorney's fees as may be reasonably incurred by other parties hereto in seeking or obtaining enforcement of the terms hereof.

- 5. <u>TITLE</u>: Conveyance shall be by Special Warranty Deed. Seller shall pay for a Policy of Title insurance in the full amount of the Standard Title Insurance policy for the full purchase price.
- 6. <u>Partial Release</u>: Any partial release shall require a payment to seller of 130% of the average per acre price agreed to herein for the parcel(s) on which such release is being requested. Each Release must be compact in shape, and contiguous and provide for access to any unreleased property.

BUYER:

Environetics, LLC (a company in formation)

Géorge Jones

160 North 900 East

Spanish Fork, UT 84660

State I litch
Country of 'llock
On may 23rd 2013 the above
segness appeared before me and
acknowledged that they signed.

SELLER:

Great Stock Company of Vast International

Import, Inc., by its Vice President

Utah Entity #: 1025485-0142

David S. Grow, Its assistant Vice President

895 South Carterville Road

Orem, UT 84097

ATTEST:

Judith/W. Grow, President, Great Stock Co.

Steven L. Grow, Its Assistant Secretary

Myrne M Varya Natary

MYRNA M VARGA
Notary Public
State of Utch
Comm. No. 612701

Utah Forestry, Fire, and State Lands 2006 NAIP Aerial Photograph December 2011 D. Kingsbury Wildlife Farms et al Kingsbury Willdlife Farms Settlement Line Parcels Ç Utah Lake Boundary Settlement Meander Line