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Attorneys for Receiver, R. Wayne Klein

UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO

SECURITIES AND EXCHANGE	)	Case No.: CV 09-075-E-EJL
COMMISSION,	)	
	)	
Plaintiff,	)	
	)	
and	)	
	)	
COMMODITY FUTURES TRADING	)	Case No.: CV 09-076-E-EJL
COMMISSION,	)	
	)	The Honorable Edward J. Lodge
Plaintiff,	)	
	)	
vs.	)	RECEIVER MOTION SEEKING
	)	AUTHORIZATION TO SELL IDAHO
DAREN L. PALMER and TRIGON GROUP,	)	FALLS HOME AT AUCTION AND
INC., a Nevada Corporation,	)	MEMORANDUM IN SUPPORT
	)	
Defendants.	)	

COMES NOW, R. Wayne Klein, the Court-Appointed Receiver (the "Receiver") of  
Trigon Group, Inc. ("Trigon") and the assets of Daren L. Palmer (the "Receivership Entities")

RECEIVER MOTION SEEKING AUTHORIZATION TO SELL IDAHO FALLS HOME  
AT AUCTION - 1

and/or “Palmer”), by and through his attorneys of record and herby moves the Court for an Order approving the Receiver’s plan to conduct an auction to sell the Idaho Falls home of Daren Palmer.

**I.  
BACKGROUND**

Palmer used funds that investors had given to Trigon to purchase property and begin construction of a home on Sheffield Circle in Idaho Falls, Idaho. Palmer spent more than \$6 million purchasing the property and constructing the home. At the time the Receiver was appointed, the home was substantially constructed, but it still is not completed.

Marketing experts retained by the Receiver have spent four years trying to find buyers for the home. This has included inclusion in various real estate multiple listing services, broker tours, and television and newspaper promotional campaigns. This marketing effort has resulted in more than a dozen inquiries over the years, but no offers. The home was initially marketed at a price of \$4 million. Since that time, the price has been reduced multiple times. The home is currently listed at an asking price of \$1.9 million. Despite these price reductions, no offers have been received.

The absence of offers on this home mirrors the weakness in the Idaho Falls real estate market for high-end homes. The Receiver is informed that during the past five years, no home in the Idaho Falls area has sold for over \$1 million. The Receiver believes that the hope that demand for high-end homes will increase in the near future does not justify continuing to retain this home in the Receivership Estate. Accordingly, the Receiver proposes to conduct an absolute auction of this property.

## II. AUCTION APPROACH

The Receiver has engaged Braun, Inc. of Manhattan Beach, California to conduct an auction for the home. Braun has extensive experience selling properties in receivership estates, including high-end homes. A copy of the Receiver's agreement with Braun is attached as Exhibit A. Key terms of the Receiver's agreement with Braun include:

- Date: The auction will be held December 12, 2013;
- Auction Methodology: The auction will be an absolute sealed auction, with no minimum price. However, the final sale will be subject to confirmation by the Court. The Receiver intends to provide notice of the auction results to the Court, giving ten days for the Court or others to express any objection to the sale before the sale is allowed to close. Sealed bids will be accepted until the date of the auction;
- Sale Prior to Auction: The Receiver has the option to accept offers before the date of the auction and cancel the auction in the event the Receiver believes a pre-auction offer will be on terms as favorable as the expected auction results;
- Bid Qualification: Bidders must provide a "registration deposit" of \$20,000.00 in order to participate in the auction.
- Compensation and Expenses: The listing broker, along with any buyers' agents, will receive 6% commission as provided in the listing agreement previously signed by the Receiver. Braun will be paid a 5% "buyer's premium." This amount will be paid by the buyer and is calculated as a percentage of the successful bid price. These amounts will

be paid at closing. In addition, the Receiver will pay \$7,500.00 to Braun to fund an advertising and marketing campaign in advance of the auction.

The Receiver has notified the SEC and the CFTC of his plans to sell the home at auction. The SEC has informed the Receiver that it has no objections to the plan. The Receiver has not received a response from the CFTC due to the shutdown of many offices of the federal government.

### **III. ANALYSIS**

The Receiver believes the sale of the Palmer home at auction is beneficial for and in the best interests of the Receivership Estate. The proposed sale will result in the receipt of cash based on the auction-determined value of the property. The sale will also relieve the Receivership Estate of the need to continue paying operating costs of the property and avoid the cost of the insurance renewal in April 2014. Finally, the sale of the property will reduce the burden to the Receivership Estate by reducing the time spent in managing the home.

The sale of this home is within the scope of the Receiver's authority under the Court's Order Appointing a Receiver and Staying Litigation in the SEC case (CV-09-075, Dkt. 8, February 26, 2009) and the CFTC action (CV-09-076, Dkt. 5, February 26, 2009). Pursuant to the order in the SEC case:

The Receiver is authorized, empowered, and directed without further leave of the Court, to liquidate and convert into money all of the assets, property, estate, effects and interests of every nature held in his possession and control pursuant to this Order, by selling, conveying, and disposing of the property, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the persons or parties entitled to the proceeds, and with due regard to the realization of their true and property value and to deposit such proceeds into an account, pending further order of the Court.


This motion asks the Court to approve the Receiver's plan to sell the Palmer home at auction, in accordance with the terms of the Receiver's agreement with Braun, Inc.

**IV.  
CONCLUSION**

For the reasons set forth above, the Receiver moves this Court to approve the auction plan described herein.

DATED THIS 22<sup>nd</sup> day of October, 2013.

HAWLEY TROXELL ENNIS & HAWLEY, LLP

BY   
\_\_\_\_\_  
Matthew Gordon  
Attorneys for Plaintiff R. WAYNE KLEIN, the  
Court-Appointed Receiver of Trigon Group,  
Inc. and for the assets of Daren L. Palmer.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of October, 2013, I electronically filed the foregoing RECEIVER MOTION SEEKING AUTHORIZATION TO SELL IDAHO FALLS HOME AT AUCTION with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Karen L. Martinez  
Thomas M. Melton  
Tanya Beard  
Securities and Exchange Commission  
15 West South Temple, Suite 1800  
Salt Lake City, UT 84101  
martinezk@sec.gov  
himesm@sec.gov

Alison B. Wilson  
John W. Dunfee  
Division of Enforcement  
Commodity Futures Trading Commission  
1155 21st Street, N.W.  
Washington, D.C. 20581  
jdunfee@cftc.gov  
awilson@cftc.gov

*Counsel for Plaintiff Securities and Exchange Commission*

*Counsel for Plaintiff Commodity Futures Trading Commission*

AND, I HEREBY CERTIFY that I have served the foregoing document to the following non-CM/ECF Registered Participants (list names and addresses):

Daren L. Palmer  
Inmate #13952-023  
Federal Prison Camp  
PO Box 1000  
Duluth, MN 55814  
*Defendant*

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail
- Telecopy

Alan Conilogue  
Deputy Attorney General  
State of Idaho  
PO Box 83720  
Boise, ID 83720-0031

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail
- Telecopy

*Local Counsel for Plaintiffs*



Matthew Gordon



### AUCTION AND MARKETING AGREEMENT

(Form AMA-Standard, Revised 5/13)

- This Auction and Marketing Agreement (the "Agreement") is entered into effective as of October 10, 2013, by and between Braun, Inc ("Braun") whose address is 1230 Rosecrans Ave., Suite 160, Manhattan Beach, CA., 90266 and Wayne Klein Receiver for Trigon ("Seller") whose address is 10 East Exchange Place, Suite 502, Salt Lake City, Utah 84111 and Susan Weaver Keller Williams Realty East Idaho (Listing Broker) whose address is 3525 Merlin Drive, Idaho Falls, ID 83404.

#### RECITALS

- A. Listing Broker is a real estate broker in which the below described Property is located.
- B. Seller is the owner of real property described as: 330 Sheffield Circle, Idaho Falls, Idaho 83404.
- C. Seller and LISTING BROKER have entered into an exclusive listing agreement dated August 8, 2013 ("Listing Agreement") for the sale for the sale of the Property.
- D. LISTING BROKER is unaffiliated with BRAUN.
- E. Seller and LISTING BROKER desire that BRAUN auction the Property. In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby mutually acknowledged, Seller and LISTING BROKER and BRAUN hereby agree as follows:

#### TERMS & CONDITIONS

1. **EXCLUSIVE RIGHT TO SELL BY AUCTION.** Seller and LISTING BROKER hereby employ the services of BRAUN and grant to BRAUN the exclusive and irrevocable right to sell by auction in accordance with the terms hereof the Property as of the date this contract is executed. This contract is effective on October 10, 2013 and expires 90 days from the auction date ("Auction Period").
2. **COMPENSATION TO BRAUN.** As set forth more fully below, in consideration for its work to market and auction the Property, BRAUN will be compensated by the Buyer an amount equal to 5% ("Buyer's Premium") of the Successful Bid (defined below).
3. **AUCTION TERMS; DATE; METHODOLOGY; SALE.**

(a) Auction. BRAUN shall arrange, promote and conduct a sale of the Property by auction on the terms and conditions specified below to the person who makes the highest qualified bid for the Property being sold (the "Successful Bidder").

A "qualified bid," as that term is used herein, is made by a person who has furnished a Registration Deposit of \$ 20,000 with regard to the subject Property, and which meets all of the requirements set forth in the auction materials provided or available to prospective bidders at the auction ("Qualified Bidder").

The Successful Bidder is referred to herein as "Buyer" of the subject Property.

The auction process shall be deemed to be successfully completed upon BRAUN'S acceptance of the winning bid ("Successful Bid"). Thereafter, Seller agrees to promptly execute a purchase and sale agreement and escrow instructions for the sale of the subject Property (collectively, the "Purchase and Sale Agreement") with Successful Bidder.

BRAUN Auction and Marketing Agreement © 2013

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The Buyer's Premium shall be added to the Successful Bid amount and shall become part of the Purchase Price for the Property, as defined in Paragraph (3) below. LISTING BROKER and Seller agrees that any escrow instructions entered into with Buyer shall contain instructions and authorization for payment of the Buyer's Premium by Buyer to BRAUN. The Purchase and Sale Agreement shall contain such additional items and conditions as may be authorized by this Agreement and agreed upon by both Seller and Buyer.

Auction Date. The auction shall occur on December 12<sup>th</sup> (the "Auction Date"). BRAUN, with the Seller's consent, may postpone or reschedule the Auction Date should BRAUN determine that doing so would be in the best interests of Seller.

Auction Methodology. Absolute Auction: No minimum price. There is no minimum price required to sell the property, however Court Confirmation is required for sale confirmation.

**(b) Auction Terms.**

i. The Purchase Price for the Property shall be the amount of the Successful Bid plus the Buyer's Premium. The Buyer's Premium shall be paid by Buyer thru Escrow. The payment by Seller to BRAUN of the Buyer's Premium hereunder is a condition precedent to the closing of escrow for the sale of the subject Property.

ii. The Successful Bidder will be required to immediately provide a non-refundable deposit totaling ten percent (10%) of the Purchase Price (the "Initial Deposit"), with due credit being given for the Registration Deposit (if applicable) made by the Successful Bidder as defined in Paragraph 3(a). The Initial Deposit shall be deposited upon the opening of escrow for the sale of the Property with Wells Fargo escrow company, or such other escrow company as BRAUN may designate ("Escrow Company") and shall be held pending close of escrow. The balance of the Purchase Price shall be deposited into escrow prior to Closing or in accordance with the escrow instructions relating to the sale of the Property. If escrow closes, the Purchase Price shall be disbursed by the escrow holder as provided herein, and after disbursement to BRAUN and LISTING BROKER, the balance shall be disbursed as provided in the escrow instructions including any amendments thereof.

iii. Seller agrees that it shall not extend the close of escrow more than 45 days without written approval of BRAUN.

iv. At Closing, Seller shall convey indefeasible fee simple title to the property, free and clear of all liens and encumbrances, save and except for the following (the "Permitted Exceptions"): any validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Seller, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any applicable governmental district, agency or authority; and current taxes will be pro-rated as of the date of closing and any and all outstanding and unpaid homeowners' association assessments.

v. Seller, LISTING BROKER and BRAUN agree that Seller shall use the form of the Purchase and Sale Agreement. The sale shall be accomplished without any contingencies, and all of the Property is conveyed in "as is" and "where is" conditions, subject to any existing tenant rights, with no representations and warranties of any kind or nature other than title being free and clear, subject to the Permitted Exceptions. Seller agrees to execute all other documents and disclosure statements as may be required to sell or convey title to the Property upon Closing.

**(c) Pre-Auction Sale:**

If a sale of the Property is consummated subsequent to the execution of this Agreement but prior to the Auction Date ("Pre-Auction Sale"), Seller agrees Seller is obligated to pay BRAUN the Buyer's Premium to the extent and only to the extent, that it has been paid to Seller by Buyer. For purposes of calculating the Buyer's Premium and the Initial Deposit in such a Pre-Auction Sale, an offer to purchase the Property that is accepted by the Seller shall

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be treated as the Successful Bid that any such transaction shall provide for an initial deposit as set forth in paragraph 3. The buyer under a Pre-Auction offer to purchase the property which was accepted shall also be referred to as the "Buyer" herein. Seller is advised that when the property is sold at Auction, the Buyer's Premium is added to Successful Bid and paid by Buyer. Seller is further advised that in order to provide that Buyer contractually be responsible for the Buyer's Premium in a Pre-Auction Sale, the Buyer's Premium must either be added to the gross sales price or expressly provided for in the purchase agreement. The closing terms of any Pre-Auction Sale other than the Buyer's Premium shall be mutually agreed upon by Seller, BRAUN and LISTING BROKER.

(d) Advertising and Marketing Campaign

BRAUN will provide an advertising and marketing campaign specifically for the Property, which shall include but will not be limited to creating sales literature, posting ads in electronic media, tele-marketing to real estate brokers and agents, advertising on targeted Internet websites and on Braun's website, and email marketing through Braun's proprietary databases. Seller agrees to pay to BRAUN the amount of \$7,500 for said advertising and marketing campaign, exclusive of the Buyer's Premium. Such sum is due, payable and earned in advance upon execution of this Agreement.

**4. DUTIES OF SELLER AND LISTING BROKER**

(a) Seller agrees to assist in preparing the Property for sale by providing or performing the following in a timely manner: furnish to BRAUN all information readily available to Seller which BRAUN determines is needed to promote the sale of the Property including surveys if any, legal descriptions, maps, inspection reports, appraisals, deeds, mortgages, floor plans, subdivision restrictions, association by-laws and documents, if applicable, within ten (10) days following BRAUN'S request.

(b) Unless previously obtained by or provided to BRAUN, Seller agrees to furnish to BRAUN with BRAUN'S assistance, within fifteen (15) days following execution of this Agreement, a title insurance Pro Forma Title commitment issued by Chicago Title Company or such other title company as BRAUN may designate ("Title Company"). The title insurance commitment shall provide that: (i) Seller is the owner of the entire fee simple interest of the Property; (ii) Seller has good, clear, marketable and insurable title to the Property; and (iii) the title insurance company will issue a policy of title insurance on the Property to the purchasers and their mortgagees at normal rates and subject only to normal CLTA exceptions and the Permitted Exceptions.

(c) If the Property is or becomes vacant during this Auction Period, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. BRAUN is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

(d) BRAUN is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by BRAUN'S gross negligence, including but not limited to injuries or damages caused by:

- (1) Acts of third parties (for example, vandalism or theft);
- (2) A dangerous condition on the Property; or
- (3) The Property's non-compliance with any law or ordinance

(e) BRAUN shall retain the Title One escrow company to act as funds agent and closing agent and, in that capacity, to disburse the proceeds of each sale of Property in accordance with the terms of this Agreement and such escrow instructions as shall be executed by Seller and Buyer with respect to each such Property. BRAUN and LISTING BROKER will promptly cooperate with all reasonable requests in order to ensure that the sale is closed as soon as possible. Seller and Buyer shall be responsible for their own escrow and title fees and expenses as customary.

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BRAUN [Signature]  
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(f) Seller shall directly pay all expenses associated with the ownership of the Property from the date this Agreement is executed through the date of Closing. Expenses shall include, but shall not be limited to: water, landscaping, security services as needed, property and maintaining in full force and effect general liability or any other insurance applicable to the Property, including casualty coverage on the contents thereof.

(g) Seller shall execute standard and supplemental disclosures as may be required by applicable law in which the property is located and/or escrow or title insurer.

**6. REPRESENTATIONS AND WARRANTIES OF SELLER.**

Seller represents and warrants, which representations and warranties shall survive up to the sale of the Property that (a) Seller is the sole legal fee owner of the Property and has full authority to sell same; (b) that no person or entity has any right of first refusal, option to purchase, or other similar right to or interest in the Property; (c) there are no liens or encumbrances on the Property other than those reflected on the preliminary title reports obtained by LISTING BROKER and BRAUN; (d) there is no pending homeowners' assessments or, to Seller's knowledge, threatened claims, disputes or law suits involving and/or affecting the Property; and (e) to the best of Seller's knowledge, (1) there are no issues or problems concerning the ability to acquire insurance on the Property; (2) there are no known dangerous conditions upon the Property, either open or concealed; (3) there is no hazardous waste on, under or adjacent to the Property; (4) there is no asbestos or other toxic materials on the Property; and (5) there are no zoning problems or conditions or facts, whether readily observable or not readily observable, that would materially affect the value of the Property, except as disclosed herewith. Seller's representations to BRAUN in this paragraph are limited to Seller's actual knowledge and belief, as of the effective date of this contract only. Seller's acknowledge and belief includes only the actual knowledge and belief of Seller and shall not be deemed to imply that Seller has conducted any additional inquiry or investigation with respect to the subject matter of any representation which is so qualified.

**6. RELIANCE UPON REPRESENTATIONS SELLER.**

Seller acknowledges that:

(a) BRAUN is not performing any due diligence regarding the title to, condition of or deficiencies with, if any, the Property and is relying upon the Chicago Title Company, Seller's and LISTING BROKER's representations, warranties and indemnities as provided herein.

(b) The nature and condition of the Property is not warranted nor guaranteed by BRAUN or LISTING BROKER, both of whom will thoroughly disclaim the same in the Purchase and Sale agreement at the Auction.

(c) LISTING BROKER and Seller acknowledge that BRAUN and potential buyers are specifically relying upon the representations, warranties, and documentation furnished by LISTING BROKER and Seller, and the completeness and accuracy thereof. Seller further understands that BRAUN, without these representations, warranties and documentation, would not enter into this Agreement nor undertake to auction the Property. The Property will be sold subject to all recorded liens and encumbrances (except for liens and encumbrances resulting from mortgages and deeds of trust, or mechanics liens, which shall be removed from record prior to close), and subject to the real estate laws of Idaho.

(d) BRAUN warrants that a Qualified Bidder meets the qualification as set forth in paragraph 3(a), but does not warrant any other qualification.

**7. PAYMENTS TO BRAUN AND LISTING BROKER.**

(a) BRAUN'S Buyer's Premium for which Seller is liable hereunder shall be due and payable through escrow as a condition to the close thereof and shall be deducted from the first proceeds of the sale prior to Closing. No funds shall be disbursed to any party without Buyer's Premium being paid to BRAUN.

(b) In the event that any Buyer of the Property sold at auction or Pre-Auction or Post Auction shall default on or otherwise fail to close the purchase transaction, Seller agrees that the escrow holder shall pay to BRAUN

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and LISTING BROKER each from the subject escrow an amount equal to twenty five percent (25%) of amounts received from any Buyer which have become non-refundable.

(c) If the sale of the Property sold at auction or Pre-Auction or Post Auction shall fail to close due to Seller's default, which shall include Seller's inability to convey to a Buyer fee simple title as defined in paragraph 3(d)5, the Seller shall pay to BRAUN and to LISTING BROKER an amount equal to the Buyer's Premium. Upon receipt of the Buyer's Premium, BRAUN shall pay to LISTING BROKER the Commission.

(d) Any amounts held in escrow which have become non-refundable to Buyer and which are not payable to BRAUN, LISTING BROKER or Buyer's agent as provided in this Paragraph 7 shall be paid to Seller from the subject escrow.

(e) Except for the payments required to be made from escrow to BRAUN as provided herein and in this Paragraph 7, in the event of a default by Buyer which results in the escrow for the sale of the Property not Closing, Seller shall have no other or further liability to BRAUN or LISTING BROKER.

(f) In the event that the sale of the Property is terminated due to the default of the Seller, BRAUN'S Buyer's Premium shall be due from Seller.

8. CONVEYANCE OF THE PROPERTY. Through escrow Seller warrants and agrees that Seller shall:

(a) Be in a position and will convey indefeasible, fee simple title to Buyer;

(b) Convey Property by Special Warranty Deed; and

(c) Be responsible for the payment of Seller's share of any escrow, closing or recording costs as provided in the applicable escrow instructions.

9. MEDIATION AND ARBITRATION OF DISPUTES.

(a) Any dispute or claim in law or equity arising between the parties out of this Agreement, the Property, or any resulting transaction, shall be decided by the Receivership Court.

10. LIMITATION OF LIABILITY

BRAUN is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

(a) BRAUN is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by BRAUN'S or Broker's gross negligence, including but not limited to injuries or damages caused by:

i. Acts of third parties (for example, vandalism or theft);

ii. A dangerous condition on the Property; or

iii. The Property's non-compliance with any law or ordinance

(b) Seller agrees to protect, defend, indemnify, and hold BRAUN and Broker harmless from any damage, costs, attorney's fees, and expenses that are caused by Seller knowingly giving incorrect information to any person.

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LISTING BROKER

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[Signature]  
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Seller and BRAUN agree that as a material inducement to enter into this Agreement, the parties agree that in the event of a breach of this Agreement, any claim for damages shall be limited to the Buyer's Premium (calculated based upon the Reserve Price) plus attorney's fees and costs as provided in Section 14 below.

11. DISCLAIMER.

Seller acknowledges that neither BRAUN, LISTING BROKER nor any of its agents, employees, or representatives have guaranteed or promised that the Property, in whole or in part, shall produce a specific price or that a certain minimum price will be bid at the auction.

12. ATTORNEY'S FEES AND COSTS

Should any claim or controversy arise out of the terms of this Agreement, the prevailing party shall be entitled to costs, including reasonable attorney's fees.

13. MISCELLANEOUS.

(a) Notices. All notices desired or required to be given under this Agreement by either party to the other shall be in writing and either delivered personally, delivered by a professional courier service (such as Federal Express, UPS or the like), sent by certified mail, return receipt requested, postage prepaid, and addressed to the party at the addresses set forth in the introductory paragraph, or to such other address as each respective party may designate from time to time by notice to the other.

(b) Binding Effect. This Agreement is binding upon the parties hereto and their respective successors, heirs and assigns.

(c) Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the remainder of this Agreement.

(d) Facsimile Signatures. Facsimile signatures shall be valid as original.

(e) Governing Law. This agreement is governed by Idaho law.

(f) Counterparts. This Agreement may be executed in counterparts and treated as a single document.

(g) Integration. This Agreement constitutes the entire Agreement of the parties and may not be modified except by an Agreement.

(h) This agreement has been entered into solely for the benefit of the parties signing this agreement. The parties, by entering into this agreement, do not intend to benefit any other third party and do not intend to bestow upon any third party any rights or entitlement. The parties to this agreement do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights under, this agreement.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions herein and have executed this agreement on the respective dates set forth below.

"SELLER"

Wayne Klein

by

By: Wayne Klein

Print: Wayne Klein

Date: October 10, 2013

"LISTING BROKER"

*Boise*  
Susan Weaver - Keller Williams Realty-East Idaho-

By: *Susan Weaver*

Print: *Susan Weaver*

Date: *Oct. 10, 2013*

"BRAUN"

By: *[Signature]*

Print: *Todd Brauch*

Date: *10/14/13*

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