EXHIBIT A TO OPERATING **RULES AND REGULATIONS**

AGREEMENT FOR ASSIGNMENT SEPARATE FROM CERTIFICATE

This Agreement for Assignment Separate from Certificate ("Agreement for Assignment") is made pursuant and subject to the requirements of the Bylaws of the Missouri Heights-Mountain Meadow Irrigation Company as such may be amended from time to time (the "Bylaws"), by and between whose legal address is _____ ("Transferor") and _____ whose legal address is _____ ("Transferee") as of the latest date of execution written below.

Recitals:

- 1. Transferor intends to transfer and set over to Transferee for Transferee's proper use and benefit the following described stock in the Missouri Heights-Mountain Meadow Irrigation Company (the "Corporation"):
 - a. _____ shares of Class _____ stock in the Missouri Heights-Mountain Meadow Irrigation Company; and
 - b. _____ shares of Class _____ stock in the Missouri Heights-Mountain Meadow Irrigation Company; and
- 2. Article VI of the Bylaws imposes certain obligations on parties to a transfer including execution of an Agreement for Assignment Separate from Certificate containing provisions such as those set forth below as a condition of approval of such a transfer by the Corporation.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor and Transferee agree as follows:

- 1. Transfer Fee. Transferee agrees to pay the transfer fee required by the Bylaws. In addition, Transferee agrees to pay any and all attorney's and/or engineer's fees incurred by the Corporation related to the transfer.
- 2. <u>Indemnification</u>. Transferor and Transferee agree that they shall be jointly and severally liable for the payment of all costs, expenses, liabilities, and obligations of, and to protect, defend, indemnify and forever hold harmless the Corporation from, any and all claims and/or demands made by any other person or party alleging an interest in or otherwise relating to ownership of the shares to be transferred.

In furtherance of this Agreement for Assignment and in support of the transfer contemplated hereby, Transferor and Transferee answer and state the following:

1. Will the parcel of land historically served by the Corporation's shares that are the subject of this Agreement be conveyed to Transferee? _____ yes _____ no

If the answer is "no," then Transferor and Transferee, as applicable, agree to comply with all provisions of Article VI, Paragraph I of the Bylaws.

- 2. Are all of the shares in Corporation stock owned by Transferor being conveyed to Transferee? _____yes _____no
- 3. Will the Transferee's interest in the Corporation's stock be encumbered by a stock pledge or other security pledge to give a lender a security interest in the subject shares? [Note: this includes any mortgage on the property by Transferee for which Corporation shares are identified in the Deed of Trust.]

_____yes _____no

If the answer is "yes," Transferee agrees to provide a copy of the instrument by which the Transferee is pledging such security interest to the Corporation within ten days of the conveyance of Corporation stock.

If the answer is "no," but Transferee intends to mortgage the property served by the shares, then Transferee agrees to expressly except any and all water rights appurtenant to the property from the Deed of Trust securing said mortgage.

The terms of this Agreement shall survive the assignment of shares contemplated and shall not be merged in the assignment.

The Transferor and Transferee agree that the Corporation is authorized to enforce the terms of this Agreement to the extent the provisions herein benefit the Corporation.

In witness whereof, Transferor and Transferee have executed this Agreement and agreed and accepted the terms hereof, this _____ day of _____, 20__.

TRANSFEROR:

STATE OF	_)		
COUNTY OF)ss)		
Subscribed and sworn to before	me this	day of	, 20 by
Witness my hand and official seal. My Commission Expires:		Notary Public	

TRANSFEREE:

-			
STATE OF)			
COUNTY OF)			
Subscribed and sworn to before me this	day of,	20	by
Witness my hand and official seal.			
My Commission Expires:			
Notary Public			

EXHIBIT B TO OPERATING RULES AND REGULATIONS

ASSIGNMENT

THIS ASSIGNMENT	made this	day of			, 20 , between
	,	whose legal	address	is	
	("Assi	gnor"); and			
("Assignee"), whose leg	al address is				

WITNESSETH:

That the Assignor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has assigned and conveyed unto the Assignee, and by these presents does assign and convey, unto the Assignee, its successors and assigns forever, all of Assignor's right, title, and interest in and to the personal property described as follows:

_____ shares of Class _____ stock in the Missouri Heights-Mountain Meadow Irrigation Company.

Together with all and singular the appurtenances thereto belonging, or in anywise appertaining, and all claim and demand whatsoever of the Assignor, either in law or equity, of, in and to the above described personal property.

Assignor makes such Assignment to the Assignee without any representations or warranties of any kind.

This Assignment may be executed in counterparts. Copies of signed documents shall be treated as originals.

TO HAVE AND TO HOLD the said personal property above bargained and described with the appurtenances, unto the Assignee, its successors and assigns forever subject to the conditions, if any, described on the attached Exhibit A.

In witness whereof, the Assignor, through its authorized agent, has executed this Assignment on the date set forth above.

ASSIGNOR

By:_____

STATE OF ______)) ss. COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A CONDITIONS