

**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. Indemnification. 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:





**EXHIBIT B TO OPERATING  
RULES AND REGULATIONS**

ASSIGNMENT

THIS ASSIGNMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_, whose legal address is \_\_\_\_\_ (“Assignor”); and \_\_\_\_\_ (“Assignee”), whose legal 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: \_\_\_\_\_

\_\_\_\_\_



EXHIBIT A  
CONDITIONS

