

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A37-11111
Date Received: 8/25/1988
Receipt No: S001735
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J.R. SCIENTIFIC 208-934-5580
Address: 2102 E. 1750 S.
GOODING, ID 83330

2. Date of Priority: MAY 21, 1930

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	15E	34	SW	SW	NW		GOODING

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE S/ 15 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	15E	34	SW	NW		DOMEST	
			SW	NW		STOCK	

A37-11111

Page 1

Date: 08/25/88

MICROFILMED
FEB 25 1993

11. Place of use in counties: GOODING

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Area Supervisor of
Title

J.R. Scientific, that I have signed the foregoing
Organization
document in the space below as Area Supervisor of
Title

J.R. Scientific and that the statements contained in the
Organization
foregoing document are true and correct.

James Kelly Nibeker
Signature of Authorized Agent

Area Supervisor
Title and Organization

8-25-88
Date

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 25th day

of August 19 88

Seal

Roxanne Storey
Notary Public

Residing at Buhl, Id

My Commission Expires 6-30-94

55. 15E.

"Well @ 147"
"later level 127"

gal/min @ 40N5

6.19 acres

5N. 140X

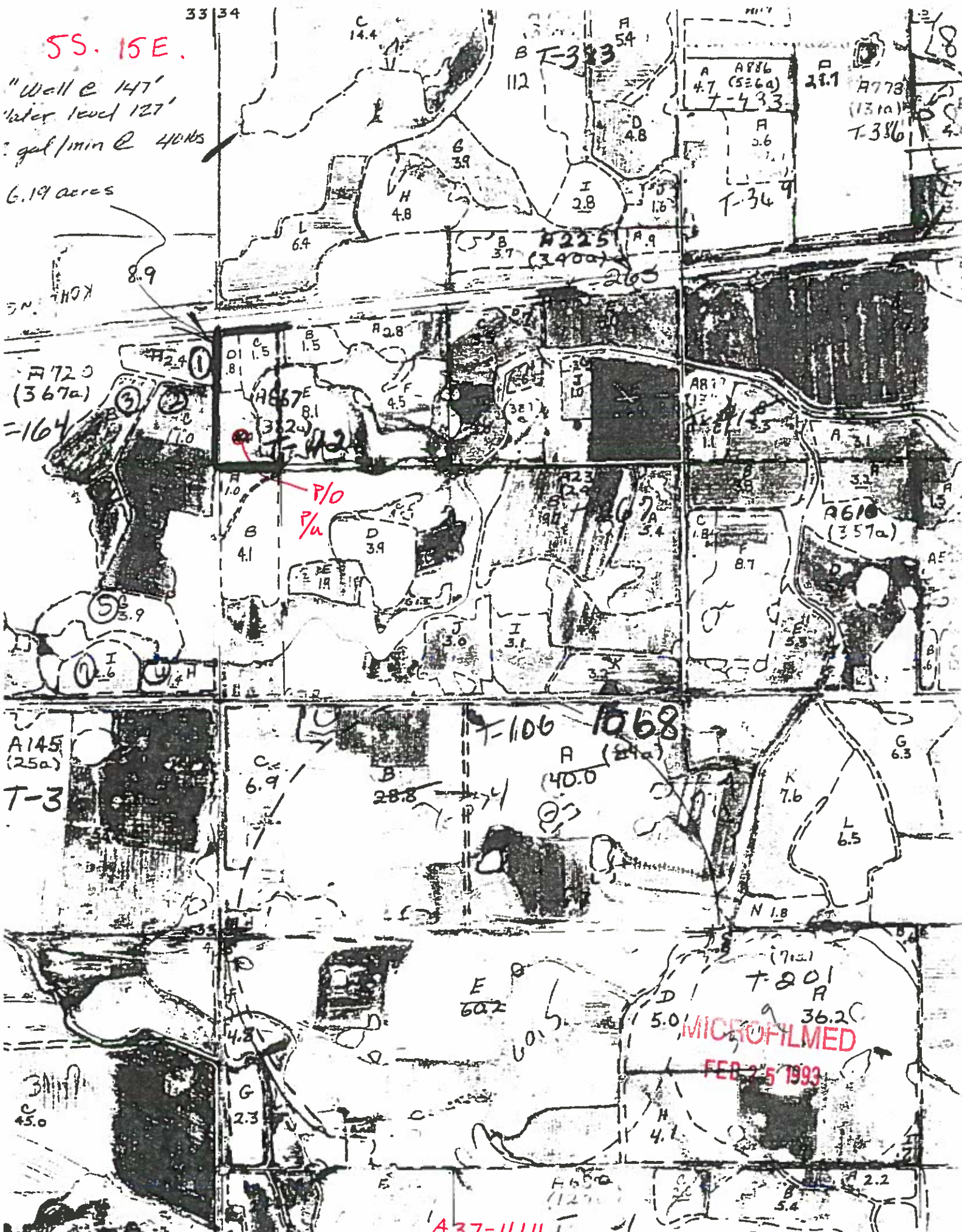
A720
(367a)

-164

A145
(25a)

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3N. 140X
45.0



A37-1111

MICROFILMED
FEB 25 1993

AJ0749NP
No. R37-11111

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 08/14/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	NEBEKER BIO-PRODUCTS LLC 2102 E 1750 S GOODING ID 83330 (208) 934-5580	05/21/1930	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.04 CFS 0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T05S R15E S34

SWSWNW

GOODING County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05S	15E	34	:																

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05S	15E	34	:																

POU County: GOODING

Non-Irrigation Uses: 1 HOUSE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER 15 HORSES
PARCEL NO. RP 05S15E343974

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 08/14/98 SEGBERT

OK
2-8-99
KKE

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-5-1997
PAGE: A-61

RIGHT NUMBER: 37-11111

NAME & ADDRESS:

~~JR SCIENTIFIC~~
2102 E 1750 S
GOODING ID 83330

Nebeker Bio-Products, LLC

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 05/21/1930

POINT OF DIVERSION: T05S R15E S34 ✓

SWSWNW ✓

Within GOODING County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

01-01 12-31

0.04 CFS

DOMESTIC D/ 1 HOUSE S/ 15 HORSES

01-01 12-31

0.04 CFS

PLACE OF USE:

STOCKWATER

Within GOODING County

T05S R15E S34 ✓

SWNW ✓

DOMESTIC

Within GOODING County

T05S R15E S34 ✓

SWNW ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 05S15E343974

Verified by *AR* Date: *7-14-98*

Verification Source: *Computer*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

NEBEKER BIO-PRODUCTS LLC
2102 E 1750 S
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-11111

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 13, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-11111 water right filing

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

AUG 03 1998

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): A37-1111
 2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant JRH Biosciences, Inc
Delaware Corp.
 4. New Owner/Claimant(s) Nebeker Bio-Products LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 2102 E. 1750 S.
 City, State and ZIP Code Gooding, Idaho 83330
 New Telephone Number (208) 934-5580
 5. Date you acquired the property 16 Aug 1995
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 6.19 Number and type of stock 500 goats / 10 Horses
 Diversion rate in CFS .040 Number of homes 1 Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s) James Kelly Nebeker
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.



DEED OF TRUST

(Participation)

THIS DEED OF TRUST, made this 16th day of August

19 95, by and between Nebeker Bio-Products, LLC

hereinafter referred to as "Grantor," whose address is 2102 E 1750 S, Gooding Idaho 83330
First American Title Company

hereinafter referred to as "Trustee," whose address is 342 Main Street, Gooding Idaho 83330
The Money Store Investment Corporation

hereinafter referred to as "Beneficiary," who maintains an office and place of business at
P.O. Box 162247, Sacramento California 95816

in participation with the Small Business Administration, an agency of the United States.

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of
State of Idaho, containing not more than 20 acres.

See attached Exhibit A for legal description of subject property.

THIS PROPERTY ALSO COMMONLY KNOWN AS: 2102 E 1750 S, Gooding Idaho 83330.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, transferred, disposed of, further encumbered, or alienated by Trustor or by the operation of law or otherwise without the written consent of Beneficiary first obtained, all obligations secure by this instrument, irrespective of the maturity dates expressed herein, at the option of the holder beneficiary, and without demand or notice shall immediately become due or payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein trust, to secure the payment of a promissory note of this date, in the principal sum of \$95,000.00 maturing August 16, 2015.

signed by James Kelly Nebeker, Member and Loreann Lynn Nebeker, Member

in behalf of Nebeker Bio-Products, LLC

not provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary, for the services rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payments of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and reasonable attorneys' fees; secondly, to payment of the indebtedness secured hereby; and thirdly, to any surplus or excess to the person or persons legally entitled thereto.

7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgement for the amount of the deficiency without regard to appraisal, the Grantor having waived and assigned all rights of appraisal to the Trustee.

8. The Grantor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Beneficiary.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the indebtedness hereby secured, of such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said property, and attorney's fees reasonably incurred in any other way.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured hereby.

e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Grantor will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a Trustee's sale or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass at the option of the Beneficiary to the purchaser or Beneficiary.

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment at the rate specified in the note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

h. He will not rent or assign any part of the rent of said property or demolish, remove, or substantially alter any building without the written consent of the Beneficiary.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

Nebeker Bio-Products, LLC

James Kelly Nebeker
James Kelly Nebeker, Member

Lorena Lynn Nebeker
Lorena Lynn Nebeker, Member

Executed and delivered in the presence of the following
Witnesses:

(Add Appropriate Acknowledgment)

STATE OF IDAHO)
) ss.
COUNTY OF GOODING)

On this 16th day of August, 1995, before me, a Notary Public in and for said State, personally appeared JAMES KELLY NEBEKER and LORENA LYNN NEBEKER, known or identified to me to be the managers of the limited liability company of Nebeker Bio-Products, LLC, and the managers who subscribed said limited liability company name.

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

Notary Public For Idaho
Residing at: Gooding, ID
My Commission expires: 10-16-98

STATE OF IDAHO

COUNTY OF GOODING

On this 16th day of August, 1995, before me, a Notary Public in and for said State, personally appeared JAMES KELLY NEBEKER AND LORENA LYNN NEBEKER, known or identified to me to the members of the limited liability company of Nebeker Bio-Products, LLC, and the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Susan M. Bolton
Notary Public
Residing at: Gooding, ID
Commission expires: 10/16/98

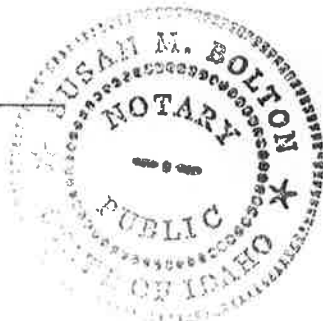


EXHIBIT "A"
LEGAL DESCRIPTION
TO DEED OF TRUST FOR NEBEKER BIO-PRODUCTS,LLC

Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 34: That part of the SW1/4NW1/4, described as follows:

BEGINNING at the West Quarter corner of Section 34, the TRUE POINT OF BEGINNING;

Thence North 89°33'53" East, 348.59 feet along the Southerly boundary of the Southwest Quarter of the Northwest Quarter;

Thence North 0°05'06" West, 789.66 feet to the Southerly right-of-way of Union Pacific Railroad;

Thence South 84°29'02" West, 349.22 feet along said Southerly right-of-way to the Westerly boundary of Section 34;

Thence South 0°00'53" East, 758.74 feet along the Westerly boundary of Section 34 to the TRUE POINT OF BEGINNING.

SUBJECT to an easement for road and utilities over the South 30.00 feet of the above described property.

162333

STATE OF IDAHO COUNTY OF GOODING

FIRST AMERICAN TITLE

Filed for record at the request of

16 min. past 4 o'clock P m. this 16
of Aug, 1995 21.00

By Antonia Sotis Deputy

Highway Dist. 1

Sec 34

School Dist. 231

Cem. Dist. G Fire Dist. G

First American Title

