

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
DEC 30 2019  
DEPT OF WATER RESOURCES  
SOUTHERN REGION

**Notice of Security Interest in a Water Right**  
and a request to be notified of a change in ownership or any proposed  
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

| Water Right/Claim No.  | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|------------------------|-----------------------|-----------------------|-----------------------|
| See Attached Exhibit A |                       |                       |                       |
|                        |                       |                       |                       |
|                        |                       |                       |                       |
|                        |                       |                       |                       |
|                        |                       |                       |                       |

2. The following **REQUIRED** information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE** of **\$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

Metropolitan Life Insurance Company

c/o MetLife Investment Management, LLC,

205 E. River Park Circle, Suite 430

Fresno, CA 93720

Phone 559-435-0206

Email kkappen@metlife.com

4. Name of Water Right Owner/Claimant(s)

See Attached Exhibit A

5. Expiration Date of Notification Period

November 25, 2039

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

7. Signature(s) of Security Interest Holder(s)

*Jonathan B. Kaplan*

Title, if applicable

Authorized Signatory and Director

SUPPORT DATA

IN FILE # 36-2524

**For Office Use Only**

Received by DM

Date

12-30-2019

Receipt No.

5037674

Fee

\$1650-

Processed by AJ

Date

WR

DM

Date

1-13-2020

| <b>Idaho Dept. of Water<br/>Resources Water Right No.</b> | <b>Owner</b>             |
|-----------------------------------------------------------|--------------------------|
| <b>Home Dairy</b>                                         |                          |
| 36-10821A                                                 | L & S Land Holdings, LLC |
| 36-10821B                                                 | L & S Land Holdings, LLC |
| 36-8302                                                   | L & S Land Holdings, LLC |
| 36-15354                                                  | L & S Land Holdings, LLC |
| 36-7539                                                   | L & S Land Holdings, LLC |
| 36-16479                                                  | L & S Land Holdings, LLC |
| 36-8739                                                   | L & S Land Holdings, LLC |
| 36-8740                                                   | L & S Land Holdings, LLC |
| 36-8081                                                   | L & S Land Holdings, LLC |
| 36-7116C                                                  | L & S Land Holdings, LLC |
| 36-7373                                                   | L & S Land Holdings, LLC |
| 36-15161                                                  | L & S Land Holdings, LLC |
| 36-7054B                                                  | L & S Land Holdings, LLC |
| 36-7116D                                                  | L & S Land Holdings, LLC |
| 36-15679                                                  | L & S Land Holdings, LLC |
| 36-8135                                                   | L & S Land Holdings, LLC |
| 36-7935                                                   | L & S Land Holdings, LLC |
| 36-15275                                                  | L & S Land Holdings, LLC |
| 36-17131                                                  | L & S Land Holdings, LLC |

|                     |                          |
|---------------------|--------------------------|
| <b>Benson Dairy</b> |                          |
| 36-7591D            | L & S Land Holdings, LLC |
| 36-14595A           | L & S Land Holdings, LLC |
| 36-14597            | L & S Land Holdings, LLC |
| 36-16480            | L & S Land Holdings, LLC |
| 36-7591E            | L & S Land Holdings, LLC |
| 36-14595B           | L & S Land Holdings, LLC |

|                            |                          |
|----------------------------|--------------------------|
| <b>Dairies No. 5 and 6</b> |                          |
| 36-7288C                   | L & S Land Holdings, LLC |
| 36-7288A                   | L & S Land Holdings, LLC |
| 36-10417                   | L & S Land Holdings, LLC |
| 36-8382                    | L & S Land Holdings, LLC |
| 36-10415                   | L & S Land Holdings, LLC |
| 36-7288D                   | L & S Land Holdings, LLC |
| 36-10730                   | L & S Land Holdings, LLC |
| 36-10732                   | L & S Land Holdings, LLC |
| 36-10463                   | L & S Land Holdings, LLC |

| Freeway Dairies |                          |
|-----------------|--------------------------|
| 36-7345B        | L & S Land Holdings, LLC |
| 36-8411         | L & S Land Holdings, LLC |
| 36-14288        | L & S Land Holdings, LLC |
| 36-7260B        | L & S Land Holdings, LLC |
| 36-7368B        | L & S Land Holdings, LLC |
| 36-14427        | L & S Land Holdings, LLC |
| 36-8062         | L & S Land Holdings, LLC |
| 36-15672        | L & S Land Holdings, LLC |
| 36-15674        | L & S Land Holdings, LLC |
| 36-15676        | L & S Land Holdings, LLC |
| 36-16159        | L & S Land Holdings, LLC |
| 36-16162        | L & S Land Holdings, LLC |

| LB Dairy  |                          |
|-----------|--------------------------|
| 36-7605   | L & S Land Holdings, LLC |
| 36-2666   | L & S Land Holdings, LLC |
| 36-7103   | L & S Land Holdings, LLC |
| 36-7324   | L & S Land Holdings, LLC |
| 36-15174A | L & S Land Holdings, LLC |
| 36-2524   | L & S Land Holdings, LLC |
| 36-7499B  | L & S Land Holdings, LLC |
| 36-7608   | L & S Land Holdings, LLC |
| 36-15174B | L & S Land Holdings, LLC |
| 36-10599  | L & S Land Holdings, LLC |
| 36-10603  | L & S Land Holdings, LLC |
| 36-10607  | L & S Land Holdings, LLC |
| 36-11111  | L & S Land Holdings, LLC |
| 36-11112  | L & S Land Holdings, LLC |
| 36-10613  | L & S Land Holdings, LLC |
| 36-10609  | L & S Land Holdings, LLC |
| 36-10604  | L & S Land Holdings, LLC |
| 36-10610  | L & S Land Holdings, LLC |
| 36-10611  | L & S Land Holdings, LLC |
| 36-11113  | L & S Land Holdings, LLC |

ELECTRONICALLY RECORDED  
STATE OF IDAHO PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

**TWIN FALLS COUNTY**  
RECORDED FOR:  
TITLEONE - TWIN FALLS  
10:02:11 AM 12-17-2019  
**2019021548**  
NO. PAGES 105 FEE: \$270.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: SB  
Electronically Recorded by Simplifile

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

STOEL RIVES LLP  
Attn: Christopher Humphrey  
101 S. Capitol Blvd, Suite 1900  
Boise, ID 83702

Loan No. 200467

19344773

ATTENTION: COUNTY RECORDER - THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY. THE MAILING ADDRESSES, TELEPHONE NUMBERS, AND FAX NUMBERS OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

NOTICE: THE OBLIGATIONS SECURED HEREBY MAY PROVIDE FOR THE INTEREST RATE, PAYMENT TERMS, OR BALANCE DUE TO BE INDEXED, ADJUSTED, RENEWED OR RENEGOTIATED.

THIS MORTGAGE IS EXECUTED IN TRIPPLICATE COUNTERPARTS FOR CONCURRENT RECORDING IN GOODING, JEROME, AND TWIN FALLS COUNTIES, IDAHO.

### **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

This MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "**Mortgage**") is made as of December 17, 2019, by BETTENCOURT DAIRIES, LLC, an Idaho limited liability company ("**BD**"), L & S LAND HOLDINGS, LLC, an Idaho limited liability company ("**LSLH**"); and LUIS M BETTENCOURT and SHARON BETTENCOURT, husband and wife, individually and as Trustees of the LUIS M. AND SHARON BETTENCOURT 2008 TRUST (in both capacities, the "**Bettencourts**," and together with BD and LSLH, the "**Borrower**"), each having a mailing address at c/o Bettencourt Dairies, LLC, Attn: Louis M, Bettencourt, 2930 South 2300 East, Wendell, Idaho 83355, to METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having a mailing address at c/o MetLife Investment Management, LLC, 205 E. River Park Circle, Suite 430, Fresno, CA 93720 ("**Lender**").

ELECTRONICALLY RECORDED  
STAMPED TO BE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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Attn: Christopher Humphrey  
101 S. Capitol Blvd, Suite 1900  
Boise, ID 83702

**Instrument # 2195847**

JEROME COUNTY, JEROME, IDAHO  
12-17-2019 10:16:48 AM No. of Pages: 105  
Recorded for: TITLEONE - TWIN FALLS  
MICHELLE EMERSON Fee: \$270.00  
Ex-Officio Recorder Deputy: jw  
Electronically Recorded by Simplifile

Loan No. 200467

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Instrument # 267083  
GOODING COUNTY, GOODING, IDAHO  
12-17-2019 11:27:15 No. of Pages: 105  
Recorded for: TITLEONE - TWIN FALLS  
DENISE GILL Fee: \$270.00  
Ex-Officio Recorder Deputy: JM  
Electronically Recorded by Simplifile

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

STOEL RIVES LLP  
Attn: Christopher Humphrey  
101 S. Capitol Blvd, Suite 1900  
Boise, ID 83702

ELECTRONICALLY RECORDED  
STAMPED FIRST PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

Loan No. 200467

19344223

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AND WHEN RECORDED RETURN TO:

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Loan No. 200467

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W I T N E S S E T H:

This Mortgage secures and is given to secure the following described indebtedness and obligations (collectively the "**Secured Indebtedness**"):

(a) The debt evidenced by that certain Secured Promissory Note (as modified or extended from time to time) hereinafter referred to as the "**Note**" and to which Note reference is hereby made for all purposes) dated of even date herewith, made by Borrower, payable to the order of Lender in the principal face amount of

with interest

thereon at the rate or rates provided in the Note, together with any and all renewals, modifications and/or extensions of the indebtedness evidenced by the Note with a maturity date of November 25, 2039;

(b) Any and all additional advances made by Lender to protect or preserve the Property or the lien and security title hereof in and to the Property, or for taxes, assessments or insurance premiums as hereinafter provided (whether or not the original Borrower remains the owner of the Property at the time of such advances); and

(c) All other payments or obligations owed by Borrower to Lender pursuant to that certain Loan Agreement of even date herewith executed between Borrower and Lender (as modified or amended from time to time, the "**Loan Agreement**"), or any of the other documents or instrument executed in connection therewith (collectively, the "**Loan Documents**"); provided, however that the Loan Documents do not include the Unsecured Indemnity Agreement dated as of even date herewith, which is intended to be independent, unsecured contractual obligations of the Borrower.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the Secured Indebtedness and other obligations of Borrower set forth in this Mortgage, Borrower does hereby irrevocably transfer, grant, convey, assign, mortgage and warrant to Lender, its successors and assigns, all of Borrower's present and future estate, right, title and fee title interest in and to that certain real property located in the Counties of Gooding, Jerome, and Twin Falls, State of Idaho and as more particularly described in Exhibit B attached hereto and made a part hereof, together with all right, title, interest and estate of Borrower, in and to all easements, rights-of-way, gaps, strips and gores of land, streets, ways, alleys, sewers, sewer rights, waters, water courses, water rights, privileges, licenses, tenements, hereditaments and appurtenances whatsoever, in each case, in any way, and to the extent appertaining to said real property, whether now owned or hereafter acquired by Borrower, and the reversion(s), remainder(s), possession(s), claims and demands of Borrower in and to the same, and the rights of Borrower in and to the benefits of any conditions, covenants and restrictions now or hereafter affecting said real property (collectively, the "**Land**"), together with all estate, right, title and interest that Borrower now has or may hereafter acquire in:

(1) all things now or hereafter affixed to the Land, including, all buildings, mobile homes, structures and improvements of every kind and description now or hereafter erected or placed thereon, further including building systems and equipment and machinery related to buildings and/or improvements on the Land, any equipment required to operate the Land as a commercial dairy, all livestock handling fixtures and other non-rolling stock necessary to run the dairy business, including, but not limited to, milk handling, milk storage, milk processing and milking equipment located on or used in connection with the Land, including dairy equipment and fixtures, including but not limited to sewage handling and disposal equipment, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Land, and all wells, irrigation and drainage pumps, motors, pipes, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment including, without limitation those specific fixtures and equipment described in Exhibit C, whether now owned or hereafter acquired, and further including without limitation:

(a) pneumatic systems, piping, sprinklers and related equipment, leasehold improvements, furnaces, radiators, oil burners, pipes, heating and electrical equipment and appliances, fans, thermostats, draperies, shades, awnings, mirrors, screens, screen doors, blinds, basins, faucets, pipes and other plumbing fixtures and equipment, wires, gas and electric fixtures, sprinkler systems, motors, generators, installed cabinets, incinerators, lawn plants and shrubbery, canopies, speaker boxes, gas and electric fixtures, scales, fans, fuel tanks, motors that are attached to or constitute part of any of the other assets described herein, dryers, hoists, engines that are attached to or constitute part of any of the other assets described herein, meters, elevators, conveyors that constitute part of the buildings, controlled atmosphere equipment and/or systems, cooling and refrigeration equipment, packing and sorting lines, tanks, metering equipment, compressors, cooling towers, refrigerant storage tanks, pipes, coils, controls, valves, vessels, dock levelers, condensers, receivers, coolers, purgers, pumps, air compressors, refrigerants, blowers, radiators, boilers, transformers and related transmission and safety facilities, heating fixtures and systems, signs, carpeting and other floor coverings, water heaters, air-conditioning and ventilation apparatus and systems; and

(b) to the extent not otherwise described above, all affixed storage, refrigeration, and controlled atmosphere facilities on the Land, including, without limitation, all refrigeration equipment affixed to buildings or utilized as an integral part of the operations of the buildings or controlled atmosphere facilities on the Land (including, without limitation, all pumps, motors, compressors, condensers, evaporators, generators/burners, electrical panels and related support equipment), affixed hydro-cooling facilities and equipment, controlled atmosphere operating and monitoring equipment, affixed tanks (whether dump, chemical dip, water holding or any other type), affixed truck scales and related affixed equipment, computers and all hardware and software therefore to the extent used or usable in operating and

monitoring controlled atmosphere operations, pumps, all atmospheric monitoring equipment (including, without limitation, ammonia detectors, oxydrains, scrubbers and temperature monitors), which are or shall be attached to, or used for the operation or maintenance of, said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouse or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, transportation of personal property to or from, operation or enjoyment of the Land or the improvements thereon, including without limitation those certain specific assets identified on Exhibit C attached hereto and all improvements, betterments, renewals, renovations, replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereby declared to be real property and hereinafter collectively referred to as the **"Improvements"**;

(2) all rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority hereinafter conferred upon Lender or reserved to Borrower to collect and apply such income, rents, royalties, revenue, issues, profits and proceeds and other benefits;

(3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Borrower, and all advance payments of insurance premiums made by Borrower with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

(4) all damages, royalties and revenue of every kind, nature and description whatsoever that Borrower may be entitled to receive, either before or after any Event of Default (as hereinafter defined), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Lender to receive and apply the same to the Secured Indebtedness (as hereinafter defined);

(5) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements;

(6) all permits, licenses (including, but not limited to, any operating licenses or similar licenses), options, contracts, management contracts or agreements, warehouse and similar operating or servicing agreements, leases and subleases of personal or real property (collectively, the **"Leases"**), including without limitation any and all purchase options or rights of first refusal to purchase the Land and any greater title obtained in connection therewith, guaranties, warranties, franchise agreements, permits, authorities or certificates, in each case, to the extent required or relating to the ownership, use, operation or

maintenance of the Land and/or Improvements, and all rents, issues, profits, sale proceeds, deposits, reimbursements, extension, assignment and termination fees, non-renewal fees, interest, late fees, insurance proceeds, condemnation awards, escrowed funds and damages owed or becoming owed to any Borrower thereunder ("**Rents**");

(7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, brand names, labels, patents pending and goodwill relating to the Land and/or Improvements and rights necessary for the ownership, use, operation and maintenance of the Land and Improvements as constructed, and for the use of all processes, technology and proprietary information related thereto; and

(8) all products, proceeds, appurtenances to, additions, substitutions and replacements of the foregoing.

All of the property described in the foregoing paragraphs (1) through (8) above is hereinafter collectively referred to as the "**Real Property**."

Borrower grants to Lender, its successors and assigns, as a secured party, a security interest in all goods, equipment, intangibles and other portions of the Real Property which may be construed to be personal property, and a security interest in the following assets, in each case, whether now existing or hereafter acquired, :

(A) all water rights appurtenant to the Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Borrower in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property, including without limitation the water rights described on Exhibit C attached hereto;

(B) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Borrower relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

(C) all equipment, machinery, fixtures and goods to the extent described above as Real Property (and all leases pursuant to which Borrower leases any of the foregoing);

(D) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Real Property, together with all deposits and other proceeds of the sale thereof to the extent they relate to the Real Property or Personal Property;

(E) all additions, substitutions, replacements, products and proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, investment property, chattel paper and accounts, wherever located, acquired with identifiable cash proceeds of any of the foregoing or proceeds thereof;

(F) all identifiable cash and noncash proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise); and

(G) all milk, cream and other dairy products (the "**Dairy Products**"), and all receivables thereof including accounts, instruments and payment intangibles and the products and proceeds thereof (the "**Receivables**").

All of the property described in paragraphs (A) through (G) above is hereinafter collectively referred to as the "**Personal Property**." The Real Property and the Personal Property are collectively referred to herein as the "**Property**."

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of Lender and the successors and assigns of Lender, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein; and Borrower covenants that Borrower is lawfully seized and possessed of the Property as aforesaid, and has good right to convey the same, that the same is unencumbered except for the Permitted Exceptions defined herein, and that Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to the Permitted Exceptions defined herein.

PROVIDED, HOWEVER, if Borrower shall pay or cause to be paid to Lender in full the Secured Indebtedness, at the times and in the manner stipulated in the Loan Documents, and shall keep, perform and observe all and singular the covenants and promises of Borrower in this Mortgage and the other Loan Documents, then this Mortgage shall be satisfied and the estate, right, title and interest of Borrower in the Property shall cease, and Lender shall release this Mortgage and the lien, security interests and other interests assigned hereunder by proper instrument(s) in accordance with the laws of the State of Idaho.

BORROWER HEREBY COVENANTS AND AGREES FOR THE BENEFIT OF LENDER AS FOLLOWS:

ARTICLE I  
COVENANTS, REPRESENTATIONS AND WARRANTIES

1.01 PERFORMANCE BY BORROWER. Borrower shall pay the Secured Indebtedness to Lender and shall keep and perform each and every other obligation, covenant and agreement of the Loan Documents.

1.02 WARRANTY OF TITLE. Borrower warrants that LSLH is lawfully seized of that portion of the Property which constitutes real property, that it holds marketable and indefeasible fee simple absolute title to same, and that it has good right and is lawfully authorized to sell, convey or encumber the Property subject only to those specifically enumerated matters set forth in Schedule B Part I of the Lender's title insurance policy issued as of even date herewith insuring the priority of this Mortgage and liens in favor of Lender (the "**Permitted Exceptions**"). Borrower further covenants to warrant and forever defend all and singular the Property unto Lender forever from and against all persons whomsoever claiming the same or any part thereof.

1.03 TAXES, LIENS AND OTHER CHARGES. Borrower shall pay all real estate and other taxes, assessments, water and sewer charges, vault and other license or permit fees, levies, fines, penalties, interest, impositions, and other similar claims, general and special, public and private, of any kind whatsoever which may be assessed, levied, confirmed, imposed upon or arise out of or become due and payable out of, or become a lien on or against the Property or any part thereof (all of the foregoing, together with utility and refuse removal charges, being hereinafter collectively referred to as the "**Imposition(s)**") not later than ten (10) days before the dates on which such Impositions would become delinquent. Not later than the date when any Impositions would become delinquent, Borrower shall produce to Lender official receipts of the appropriate imposing authority, or other evidence reasonably satisfactory to Lender evidencing the payment thereof in full. If Borrower shall in good faith, and by proper legal action, contest any Impositions, and shall have deposited cash with Lender (or as Lender may direct) as a reserve for the payment thereof plus all fines, interest, penalties and costs which may become due pending the determination of such contest, in such amount as Lender may require, then Borrower shall not be required to pay the same during the maintenance of said deposit and as long as such contest operates to prevent enforcement or collection of such Impositions against, or the sale or forfeiture of, the Property for non-payment thereof, and is prosecuted with due diligence and continuity, and shall not have been terminated or discontinued adversely to Borrower. Upon termination of any such proceeding or contest, Borrower shall pay the amount of such Impositions or part thereof as finally determined in such proceeding or contest. However, if monies have been deposited with Lender pursuant to this Section 1.03, said funds shall be applied toward such payment and the excess, if any, shall be returned to Borrower.

1.04 FURTHER TAXES. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of the Property, for the purposes of taxation, any lien thereon or security interest therein, or changing in any way the laws now in force for

the taxation of mortgages, deeds of trust and/or security agreements or debts secured by mortgages, deeds of trust and/or security agreements, or the manner of the collection of any such taxes, which has the effect of imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon Lender, the Secured Indebtedness shall immediately become due and payable at the option of Lender; provided, however, that such election by Lender shall be ineffective if prior to the due date thereof: (1) Borrower is permitted by law (including, without limitation, applicable interest rate laws) to, and actually does, pay such tax or the increased portion thereof (in addition to continuing to pay the Secured Indebtedness as and when due and payable); and (2) Borrower agrees with Lender in writing to pay, or reimburse Lender for the payment of any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. Any money paid by Lender under this Section 1.04 shall be reimbursed to Lender in accordance with Section 5.09 hereof.

#### 1.05 INSURANCE.

(a) Borrower, at its sole cost and expense, shall at all times, unless otherwise indicated, provide, maintain and keep in force:

(1) property insurance covering the Improvements and Personal Property against loss or damage from such causes of loss as are embraced by insurance policies of the type now known as “**All Risks**” or “**Open Perils**” property insurance on a replacement cost basis with an Agreed Value Endorsement waiving co-insurance, all in an amount not less than one hundred percent (100%) of the then full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings below the lowest basement floor) and Personal Property, without deduction for physical depreciation thereof. Such property insurance shall include a Demolition and Increased Cost of Construction Endorsement, if required by Lender, as well as such other insurance as Lender may from time to time designate to cover other risks and hazards affecting the Property;

(2) flood insurance in an amount equal to the lesser of 100% of the full replacement cost of the Improvements, or the maximum amount of insurance obtainable; provided, however, that such insurance shall be required only when all or any portion of the Land is located within a 100-year flood plain or area designated as subject to flood by the Federal Emergency Management Agency or any other governmental agency, or when required by any federal, state or local law, statute, regulation or ordinance;

(3) builder’s risk insurance insuring against loss or damage from such causes of loss as are embraced by insurance policies of the type now known as “**Builder’s Risks**” property insurance (written on an “all risk” or “open perils” basis), including, without limitation, fire and extended coverage, collapse of the improvements to agreed limits, all in form and substance acceptable to Lender and (i) as to property then subject to Restoration (as defined in Section 1.07(b)) or any restoration accomplished in connection with a Condemnation, in an amount not less than the full replacement cost of such

property, and (ii) as to any additional improvements then being constructed, in an amount not less than the completed value on a non reporting form, of the additional improvements then being constructed; provided, however, that such insurance shall be required only during any period of Restoration or any restoration accomplished in connection with a Condemnation, or any period of construction of any additional improvements in excess of \_\_\_\_\_ in the aggregate, in any given fiscal year;

(4) general liability insurance insuring against claims for personal injury (including, without limitation, bodily injury or death), property damage liability and such other loss or damage from such causes of loss as are embraced by insurance policies of the type now known as "**Commercial General Liability**" insurance, all in such amounts as Lender may require from time to time. Such insurance coverage shall be issued and maintained on an "occurrence" basis; and

(5) such other insurance and in such amounts, as may, from time to time, be required by Lender against other insurable hazards or risks, including, but not limited to, environmental impairment liability coverage, which hazards or risks at the time are commonly insured against, and provided such insurance is generally available, for property similarly situated, due regard being given to the type of building, its construction, use and occupancy.

(b) Except as herein expressly provided otherwise, all policies of insurance required under this Section 1.05 shall be issued by companies, and be in form, amount, and content and have an expiration date, approved by Lender and as to the policies of insurance required under subparagraphs (1), (2) and (3) of Section 1.05(a), shall contain a Standard Non-Contributory Mortgagee Clause or Lender's Loss Payable Endorsement, or equivalents thereof, in form, scope and substance satisfactory to Lender, in favor of Lender, and as to policies of insurance required under subparagraphs (1), (2) and (3) of Section 1.05(a), shall provide that the proceeds thereof ("**Insurance Proceeds**") shall be payable to Lender during the continuance of an Event of Default, or in the event the damage to the Improvements or Personal Property exceeds \_\_\_\_\_

Borrower hereby authorizes and empowers Lender to settle, adjust or compromise any claims for loss, damage or destruction to the Property in excess of \_\_\_\_\_ regardless of whether there are Insurance Proceeds available or whether any such proceeds are sufficient in amount to fully compensate for such loss or damage, but Lender shall not be obligated to so settle, adjust or compromise; provided, however, so long as no Event of Default exists, Lender shall not settle, adjust or compromise such claims for loss, damage or destruction to the Property without Borrower's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Lender shall be furnished with the original or certified copy of each policy required hereunder, which policy shall provide that it shall not be modified or canceled without thirty (30) days' prior written notice to Lender. At least thirty (30) days prior to expiration of any policy required hereunder, Borrower shall furnish Lender appropriate proof of issuance of a policy continuing in force the insurance covered by the policy so expiring. Borrower shall furnish Lender receipts for the payment of premiums on such insurance policies or other evidence of such

payment reasonably satisfactory to Lender in the event that such premiums have not been paid to Lender pursuant to Section 1.06 hereof. In the event that Borrower does not deposit with Lender a new policy of insurance with evidence of payment of premiums thereon at least thirty (30) days prior to the expiration of any policy, then Lender may, but shall not be obligated to, procure such insurance and pay the premiums therefor and any money paid by Lender for such premiums shall be reimbursed to Lender in accordance with Section 5.09 hereof.

(c) In the event of the foreclosure of this Mortgage or other transfer of the title to the Property in extinguishment, in whole or in part, of the Secured Indebtedness, all right, title and interest of Borrower in and to any insurance policy, or Premiums (as hereinafter defined) or payments in satisfaction of claims or any other rights thereunder then in force, shall pass to the purchaser or grantee. Nothing contained herein shall prevent accrual of interest as provided in the Note on any portion of the Secured Indebtedness to which the Insurance Proceeds are to be applied until such time as the Insurance Proceeds are actually received by Lender and applied by Lender to reduce the Secured Indebtedness.

1.06 ESCROW DEPOSITS. Borrower shall pay all (1) Impositions prior to delinquency, and (2) all premiums, when due, for the insurance policies required under Section 1.05(a) hereof ("**Premiums**"). In the event that Borrower does not timely pay such sums for Premiums and Impositions, then Lender may, but shall not be obligated to, pay such Premiums and Impositions and any money so paid by Lender shall be reimbursed to Lender in accordance with Section 5.09 hereof.

1.07 RESTORATION.

(a) After the happening of any casualty to the Property, whether or not required to be insured against under the insurance policies to be provided by Borrower hereunder, Borrower shall give prompt written notice thereof to Lender generally describing the nature and cause of such casualty and the extent of the damage to or destruction of the Property. Notwithstanding anything contained herein to the contrary, Borrower shall take any and all necessary action to preserve and protect the Property immediately subsequent to the occurrence of any such casualty whether or not such notice or any consent of Lender has been obtained

(b) During the continuance of an Event of Default, or in the event damage or destruction to the Property exceeds                      Borrower shall assign to Lender all Insurance Proceeds which Borrower may be entitled to receive. In the event of any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, and (2) Lender has determined that (i) its security has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all Requirements (as defined in Exhibit A) to the same condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to

such damage or destruction (the "**Restoration**"), then Borrower shall commence and diligently pursue to completion the Restoration. In the event damage to or destruction of the Property exceeds \_\_\_\_\_ in value, Lender may, but shall not be obligated to, hold and disburse the Insurance Proceeds less the cost, if any, to Lender of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Lender's performance of its obligations hereunder (the "**Net Insurance Proceeds**") in the manner hereinafter provided, to the Restoration. In the event that the above conditions for Restoration have not been met, Lender may, at its option, apply the Net Insurance Proceeds to the reduction of the Secured Indebtedness in such order as Lender may determine and Lender may declare the entire Secured Indebtedness immediately due and payable.

(c) In the event the Net Insurance Proceeds are to be used for the Restoration and the cost for such Restoration exceeds \_\_\_\_\_, Borrower shall comply with Lender's Requirements For Restoration as set forth in Exhibit D attached hereto and made a part hereof. Upon Lender's receipt of a final certificate of occupancy or other evidence of approval of appropriate governmental authorities for the use and occupancy of the Improvements and other evidence requested by Lender that the Restoration has been completed and the costs thereof have been paid in full, and satisfactory evidence that no mechanic's or similar liens for labor or material supplied in connection with the Restoration are outstanding against the Property and provided that an Event of Default does not currently exist, Lender shall pay any remaining Restoration Funds (as defined in Exhibit D) then held by Lender to Borrower; provided, however, nothing contained herein shall prevent Lender from applying at any time the whole or any part of the Restoration Funds to the curing of any Event of Default.

(d) In the event that Lender applies all or any portion of the Restoration Funds to repay the unpaid Secured Indebtedness as provided in this Section 1.07, after payment in full of the Secured Indebtedness, any remaining Restoration Funds shall be paid to Borrower.

1.08 CONDEMNATION. Should the Property or any part thereof be taken by reason of any condemnation or similar eminent domain proceeding, or a grant or conveyance in lieu thereof ("**Condemnation**"), during the continuance of an Event of Default, Lender shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such Condemnation. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, and such appointment is coupled with an interest, to commence, appear in and prosecute any action or proceeding or to make any compromise or settlement in connection with any such Condemnation. During the continuance of an Event of Default, all such compensation, awards, damages, rights of action and proceeds (collectively, the "**Condemnation Proceeds**") shall be assigned to Lender, and Lender shall have the right, after deducting therefrom the after deducting therefrom its reasonable expenses, including attorneys' fees ("**Condemnation Expenses**"), to apply the balance of the Condemnation Proceeds to the Secured Indebtedness,

in such manner and such order as Lender in its sole discretion shall determine, without adjustment in the dollar amount of the installments due under the Note. Nothing contained herein shall prevent the accrual of interest as provided in the Note on any portion of the Secured Indebtedness to which the Condemnation Proceeds are to be applied until such Condemnation Proceeds are actually received by Lender and so applied to reduce the Secured Indebtedness.

#### 1.09 CARE AND USE OF THE PROPERTY.

(a) Borrower, at its sole cost and expense, shall keep the Property in good order, condition, and repair, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Borrower shall abstain from, and not permit, the commission of waste in or about the Property and, except as may be specifically permitted in this Section 1.09(a), shall not remove or demolish, or alter in any substantial manner, the structure or character of any Improvements without the prior written consent of Lender. Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property, provided that such sales or transfers are replaced or substituted for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage, and free and clear of all other liens including without limitation vendor's liens.

(b) Borrower shall at all times comply with all present or future Requirements affecting or relating or pertaining in any way to the Property and/or the use, operation and/or the maintenance thereof, and shall furnish Lender, on request, proof of such compliance. Borrower shall not use or permit the use of the Property, or any part thereof, for any illegal purpose.

(c) Lender and Lender's representatives and designees shall have the right, but not the duty, to enter the Property at reasonable times to inspect the same. Lender shall not be liable to Borrower or any person in possession of the Property with respect to any matter arising out of such entry to the Property.

(d) Borrower shall, from time to time, if and when required by Lender subject to the terms of the Loan Agreement (1) perform or cause to be performed a site investigation of the Property to determine the existence and levels of Hazardous Substances (as defined in Exhibit A) on the Property, (2) cause to be issued a report certifying the results of such inspection to Lender, and (3) take or cause to be taken such remedial action as may be required by Lender based upon such report.

(e) Borrower shall use, or cause to be used, the Property continuously as and for first class property of its type and kind at the time of the execution of this Mortgage. Borrower shall not use, or permit the use of, the Property for any other use without the prior written consent of Lender.

(f) Borrower shall not initiate or acquiesce in a change in the zoning classification of and/or restrictive covenants affecting the Property or seek any variance under existing zoning ordinances applicable to the Property or use or permit the use of the Property in such a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances or other applicable laws, ordinances, rules or regulations or subject the Property to restrictive covenants without Lender's prior written consent.

1.10 BOOKS, RECORDS AND ACCOUNTS. Borrower shall keep and maintain or shall cause to be kept and maintained on a fiscal year basis, in accordance with generally accepted accounting principles, consistently applied, proper and accurate books, records and accounts reflecting all of the financial affairs of Borrower with respect to all items of income and expense in connection with the operation of the Property, whether such income or expense be realized by Borrower or by any other person whatsoever (excepting lessees unrelated to and unaffiliated with Borrower who have leased from Borrower portions of the Property for the purpose of occupying the same). Lender or its representatives or designees shall have the right from time to time at all times during normal business hours to examine, with respect to the Property, such books, records and accounts at the office of Borrower or other person maintaining such books, records and accounts and to make copies or extracts thereof as Lender shall desire. Lender shall also have the right to discuss Borrower's affairs, finances and accounts with representatives of Borrower, at such reasonable times as may be requested by Lender.

1.11 SUBROGATION. As additional security hereunder, Lender shall be subrogated to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan evidenced by the Note and secured by this Mortgage. Lender, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

1.12 COLLATERAL SECURITY INSTRUMENTS. Borrower covenants and agrees that if Lender at any time holds additional security for any obligations secured hereby, it may enforce the terms thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds to the Secured Indebtedness in such order as Lender may determine, without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or under any of the other Loan Documents, or contained herein or therein, or in any such other security.

1.13 SUITS AND OTHER ACTS TO PROTECT THE PROPERTY.

(a) Borrower covenants and agrees to appear in and defend any action or proceeding purporting to affect the Property, any other security afforded by any of the Loan Documents and/or the interest of Lender thereunder. Borrower shall immediately notify Lender of the commencement, or receipt of notice, of any such action or proceeding or other matter or claim purporting to, or which could, affect the Property, any other security afforded by any of the Loan Documents and/or the interest of Lender thereunder.

(b) Lender shall have the right, at the cost and expense of Borrower, to institute and maintain such suits and proceedings and take such other action, as it may deem expedient to preserve or protect the Property, any other security afforded by any of the Loan Documents and/or Lender's interest therein. Any money paid by Lender under this Section 1.13(b) shall be reimbursed to Lender in accordance with Section 5.09 hereof.

1.14 LENDER'S RIGHT TO PERFORM BORROWER'S OBLIGATIONS.

Borrower agrees that, if Borrower fails to perform any act or to pay any money which Borrower is required to perform or pay under the Loan Documents, Lender, at the cost and expense of Borrower and in Borrower's name or in its own name, may (but shall not be obligated to) perform or cause to be performed such act or take such action or pay any money. Any money paid by Lender under this Section 1.14 shall be reimbursed to Lender in accordance with Section 5.09 hereof.

1.15 LIENS AND ENCUMBRANCES. Borrower shall not, without the prior written consent of Lender, create, place or suffer to be created or placed, or through any act or failure to act, allow to remain, any deed of trust, mortgage, security interest, or other lien, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions and the lien for ad valorem taxes on the Property not yet delinquent, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property, Borrower shall cause the same to be promptly discharged and released. Borrower shall own all parts of the Property and, except as expressly approved in writing by Lender, shall not acquire any fixtures, equipment or other property forming a part of the Property pursuant to a lease, license, title retention document or similar agreement.

1.16 CAFO PERMITS. Borrower covenants and agrees to renew the Confined Animal Feeding Operation permits used in connection with the Real Property (the "CAFO Permits") upon or prior to their expiration date, if any, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such CAFO Permits and all renewals thereof. Borrower shall take no action which would adversely affect any of such CAFO Permits.

1.17 TRANSFER OF PROPERTY. Borrower shall not, voluntarily or by operation of law; (a) sell, contract to sell, partition, transfer, convey, pledge, encumber, assign or otherwise hypothecate or dispose of all or any part of the Property or any interest therein; (b) sell, contract to sell, transfer, encumber, assign, merge, dissolve or otherwise hypothecate or dispose of voting control of more than ten percent (10%) of the direct or indirect beneficial interest or ownership in Borrower outstanding as of the date of this Mortgage, except as may otherwise be permitted under the terms of the Loan Agreement.

## ARTICLE II

### ASSIGNMENT OF RENTS AND LEASES AND OTHER AGREEMENTS AFFECTING THE PROPERTY

2.01 ASSIGNMENT. In order to further secure payment of the Secured Indebtedness and the observance, performance and discharge of Borrower's obligations under the Loan Documents, Borrower hereby grants, assigns, transfers and sets over to Lender (a) all Rents, (b) all right, title and interest of Borrower in and to all Leases, and (c) all guaranties, amendments, replacements, extensions, and renewals of the Leases and any of them.

2.02 PERFORMANCE OF LEASES. Borrower will observe and perform all covenants, conditions, and agreements in any Lease or in any assignment in fact given by Borrower to Lender of any particular Lease on the part of the Borrower or the landlord to be observed and performed thereunder. Borrower will not, without the prior written consent of Lender, (a) accept any payment of rent or installments of rent (including, without limitation, security deposits) for more than one (1) month in advance, (b) amend, sublease, assign, extend, cancel, abridge, terminate, or modify any Lease, (c) take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate any Lease, or (d) permit any Lease to be or become subordinate to any lien other than the lien of the Mortgage or any lien to which the Mortgage is now or may pursuant to its respective terms become subordinate. As used in this Mortgage, the terms "Lease" and "Leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the Improvements.

2.03 ABSOLUTE ASSIGNMENT/LICENSE. This assignment of Rents and Leases is absolute and effective upon execution by Borrower. Lender grants to Borrower a revocable license to collect rents under the Leases to the extent attributable to one (1) month of the unexpired term of the Lease unless and until an Event of Default occurs and is continuing under the Loan Documents. All such rents shall be collected and held in trust for Lender, but until this license is revoked shall be used to pay the reasonable expenses of owning, maintaining, repairing, operating and renting the Improvements. Lender shall also have the right to revoke such license and collect rents under any Leases if and so long as Lender reasonably determines that an Event of Default under the Loan Documents is likely to occur and such default will result in any Leases or rental obligations becoming modified,

released, compromised or impaired or any rentals becoming improperly collected, waived, attached or embezzled. Upon exercising this assignment of Rents and Leases, Lender may take possession and control of the Improvements and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the Improvements, and to do all acts relating to such management, including, but not limited to, contracting and paying for such repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use, and occupancy of the Improvements as in the sole judgment and discretion of Lender may be necessary to maintain the same in an operational condition, purchasing and paying for such additional materials and equipment as in sole judgment of Lender may be necessary to operate and maintain a proper income from the Improvements, employing necessary operational employees, maintenance employees, purchasing fuel, providing utilities and paying for all other necessary expenses incurred in the operation of the Improvements, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the Improvements, after deducting the cost of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Lender, in connection with the operation of the Improvements, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Loan Documents.

2.04 DELIVERY OF LEASES. In the event such an Event of Default under the Loan Documents shall have occurred and be continuing, Borrower agrees to endorse and deliver to Lender, all then existing Leases and other agreements relating or pertaining to the operation of the Property. Without limiting the provisions of the immediately preceding sentence, and whether or not Borrower endorses and/or delivers said Leases and other agreements to Lender, as aforesaid, this assignment of Rents and Leases shall be deemed to be an assignment of all such Leases and other agreements to Lender. The provisions hereof shall not limit the effect of any assignments of particular Leases and other agreements in fact given to Lender by Borrower.

2.05 NO LIABILITY OF LENDER. It is further understood that this assignment of Rents and Leases shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the performance of any of the terms and conditions of any Leases or other agreements assigned hereunder, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

2.06 NOTIFICATION OF TENANTS. Lender may, at its option, notify any tenants or other parties of the existence of this assignment of Rents and Leases.

2.07 COSTS AND EXPENSES. Borrower agrees to reimburse Lender for all costs, expenses, and attorneys' fees that Lender incurs in connection with the enforcement of any obligation contained in this assignment of Rents and Leases or the collection of any rents assigned herein, with or without litigation, including, without limitation, any costs, expenses, and fees incurred: (a) in making demands for and collecting any rents; (b) in any action for rents against Borrower or any tenant; (c) on appeal; (d) in any petition for review; (e) in any arbitration or mediation; (f) in any action contesting or seeking to restrain, enjoin, stay, or postpone the exercise of any remedy in which Lender prevails; (g) in any bankruptcy, probate, receivership or other proceeding involving Borrower; and (h) in connection with all negotiations, documentation, and other actions relating to any work-out, compromise, settlement or satisfaction relating to this assignment of Rents and Leases. All such costs, expenses, and fees shall be due and payable upon demand, shall bear interest from the date incurred through the date of collection at the overdue Interest Rate stated in the Loan Documents, and shall be secured by the Mortgage.

2.08 SUBORDINATION OF LEASES. Each lease of any portion of the Property shall be absolutely subordinate to the lien of this Mortgage, but shall also contain a provision, satisfactory to Lender, that in the event of the exercise of the power of sale hereunder or a sale pursuant to a judgment of foreclosure, such lease, at the sole and exclusive option of the purchaser at such sale, shall not be terminated and the tenant thereunder shall attorn to such purchaser and, if requested to do so, shall enter into a new lease for the balance of the term of such lease then remaining, upon the same terms and conditions. If Lender so requests, Borrower shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with Lender which are satisfactory in form, scope and substance to Lender.

2.09 LEASING COMMISSIONS. Borrower covenants and agrees that all contracts and agreements between Borrower or Borrower and a third party relating to the Property to pay leasing commissions, management fees or other compensation shall (1) provide that the obligation to pay such commissions, fees and other compensation will not be enforceable against any party other than the party who entered into such agreement; (2) be subordinate and inferior to the lien of this Mortgage; and (3) not be enforceable against Lender. Borrower shall promptly furnish Lender with evidence of Borrower's compliance with this paragraph upon the execution of each such contract or agreement.

### ARTICLE III SECURITY AGREEMENT

#### 3.01 SECURITY AGREEMENT.

(a) THIS MORTGAGE CREATES A LIEN ON THE PROPERTY, AND TO THE EXTENT THE PROPERTY IS PERSONAL PROPERTY UNDER APPLICABLE LAW, THIS MORTGAGE CONSTITUTES A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE WHERE THE

PERSONAL PROPERTY IS SITUATED (THE "U.C.C.") AND ANY OTHER APPLICABLE LAW AND IS FILED AS A FIXTURE FILING. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LENDER MAY, AT ITS OPTION, PURSUE ANY AND ALL RIGHTS AND REMEDIES AVAILABLE TO A SECURED PARTY WITH RESPECT TO ANY PORTION OF THE PROPERTY, AND/OR LENDER MAY, AT ITS OPTION, PROCEED AS TO ALL OR ANY PART OF THE PROPERTY IN ACCORDANCE WITH LENDER'S RIGHTS AND REMEDIES WITH RESPECT TO THE LIEN CREATED BY THIS MORTGAGE.

(b) The grant of a security interest to Lender in the granting clause of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Lender under this Mortgage with respect to any property described therein which is real property or which the parties have agreed to treat as real property.

(c) If required by Lender, at any time during the term of this Mortgage, Borrower will execute and deliver to Lender, in form satisfactory to Lender, additional security agreements, financing statements and/or other instruments covering all Personal Property as defined above or fixtures of Borrower which may at any time be furnished, placed on, or annexed or made appurtenant to the Real Property or used, useful or held for use, in the operation of the Improvements.

(d) Borrower hereby authorizes Lender to file with the appropriate filing officer or office such financing statements and/or other instruments as Lender may deem appropriate in order to impose and perfect the lien and security interest created hereby more specifically on the Personal Property or any fixtures. Borrower authorizes Lender to file such financing statements and amendments, assignments and continuations thereto, as Lender deems necessary to perfect its security interest in the Personal Property and to prevent its security interest from becoming unperfected.

(e) It is understood and agreed that, in order to protect Lender from the effect of U.C.C. Section 9-334, as amended from time to time, in the event that Borrower intends to purchase any goods which may become fixtures attached to the Property, or any part thereof, and such goods will be subject to a purchase money security interest held by a seller or any other party:

(1) Borrower shall, before executing any security agreement or other document evidencing or perfecting such security interest, obtain the prior written approval of Lender, and all requests for such written approval shall be in writing and contain the following information:

(i) a description of the fixtures to be replaced, added to, installed or substituted;

(ii) the address at which the fixtures will be replaced, added to, installed or substituted; and

(iii) the name and address of the proposed holder and proposed amount of the security interest.

Borrower's execution of any such security agreement or other document evidencing or perfecting such security interest without Lender's prior written approval shall constitute an Event of Default. No consent by Lender pursuant to this subparagraph shall be deemed to constitute an agreement to subordinate any right of Lender in fixtures or other property covered by this Mortgage.

(2) If at any time Borrower fails to make any payment on an obligation secured by a purchase money security interest in the Personal Property or any fixtures, Lender, at its option, may at any time pay the amount secured by such security interest. Any money paid by Lender under this Subparagraph, including any expenses, costs, charges and attorney's fees incurred by Lender, shall be reimbursed to Lender in accordance with Section 5.09 hereof. Lender shall be subrogated to the rights of the holder of any such purchase money security interest in the Personal Property.

(3) Lender shall have the right to acquire by assignment from the holder of such security interest any and all contract rights, accounts receivable, negotiable or non-negotiable instruments, or other evidence of Borrower's indebtedness for such Personal Property or fixtures, and, upon acquiring such interest by assignment, shall have the right to enforce the security interest as assignee thereof, in accordance with the terms and provisions of the U.C.C. and in accordance with any other provisions of law.

(4) Whether or not Lender has paid the indebtedness secured by, or taken an assignment of, such security interest, Borrower covenants to pay all sums and perform all obligations secured thereby, and if Borrower at any time shall be in default under such security agreement, it shall constitute an Event of Default.

(5) The provisions of subparagraphs (2) and (3) of this paragraph (e) shall not apply if the goods which may become fixtures are of at least equivalent value and quality as any property being replaced and if the rights of the party holding such security interest have been expressly subordinated, at no cost to Lender, to the lien and security interest of this Mortgage in a manner satisfactory to Lender, including without limitation, at the option of Lender, providing to Lender a satisfactory opinion of counsel to the effect that this Mortgage constitutes a valid and subsisting first lien on such fixtures which is not subordinate to the lien of such security interest under any applicable law, including without limitation, the provisions of Section 9-334 of the U.C.C.

(f) Borrower hereby warrants, represents and covenants with, to and for the benefit of Lender as follows:

(1) Borrower is the sole owner of the Personal Property, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever other than the lien of this Mortgage and the Permitted Exceptions. Borrower will notify Lender of, and will protect, defend and indemnify Lender against, all claims and demands of all persons at any time claiming any rights or interest therein.

(2) The Personal Property is not used or bought and shall not be used or bought for personal, family, or household purposes, but shall be bought and used solely for the purpose of carrying on Borrower's business.

(3) The Personal Property has been located on the Land and/or Improvements for at least fifteen (15) days and will be kept on or at the Land or the Improvements and Borrower will not remove the Personal Property therefrom without the prior written consent of Lender, except as may be removed in accordance with the Loan Agreement, and except such portions or items of Personal Property temporarily stored elsewhere to facilitate refurbishing or repair thereof or of the Improvements.

(4) The name of each Borrower that is a registered entity as shown in its organizational documents and jurisdiction of organization are as set forth in the beginning of this Mortgage. No Borrower will change its name or state of organization, as applicable, without the prior written consent of Lender. BD and LSLH are each limited liability companies organized under the laws of the State of Idaho, and their state organization numbers are 0000243240 and 0000243192, respectively.

(g) As additional collateral and to further secure the Secured Indebtedness and other obligations of Borrower, Borrower does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Borrower's Dairy Products, including the Receivables, due from Idaho Milk Products, Inc. ("**IMP**"), Agropur Inc. ("**Agropur**"), and Innovative Food Solutions U.S.A., L.L.C. ("**IFS**" and together with IMP and Agropur, the "**Milk Counterparties**"), in an amount and with priority sufficient to cover the monthly payments due on the Note as adjusted under the provisions thereof and under the Loan Agreement, which assignment shall commence as of the date of this Mortgage. The provisions of this Section shall apply to any replacement milk contracts with the Milk Counterparties or their successors-in-interest. Borrower covenants and agrees that it will (i) make no further or future assignments of the proceeds of the agreements under which Borrower sells Dairy Products produced on the Land, or otherwise alter the operations on the Property, in a manner which would alter or eliminate Lender's right under this Mortgage to receive from Borrower's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Note, as adjusted under the provisions of the Loan Agreement. Borrower shall deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Lender. With respect to the assignments of Dairy Products for Agropur and IFS, Lender will not deliver the same to Agropur or IFS unless the proceeds from IMP are insufficient to cover the required Loan payments. Such assignments shall not be terminated or altered absent Lender's prior written consent.

THIS INSTRUMENT CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF THE COUNTIES IN WHICH THE PROPERTY IS LOCATED WITH RESPECT TO ANY AND ALL FIXTURES INCLUDED WITHIN THE TERM "PROPERTY" AS USED HEREIN AND WITH RESPECT TO ANY GOODS OR OTHER PERSONAL PROPERTY THAT MAY NOW BE OR HEREAFTER BECOME SUCH FIXTURES. THE BORROWER IS THE RECORD OWNER OF THE PROPERTY. BORROWER SHALL BE DEEMED THE "DEBTOR" WITH THE ADDRESS SET FORTH FOR BORROWER IN SECTION 6.02 HEREOF. LENDER SHALL BE DEEMED TO BE THE "SECURED PARTY" WITH THE ADDRESS SET FORTH FOR LENDER IN SECTION 6.02 HEREOF AND SHALL HAVE ALL OF THE RIGHTS OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE. THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.

#### ARTICLE IV DEFAULTS AND REMEDIES

4.01 EVENTS OF DEFAULT. Any of the following shall be deemed to be a material breach of Borrower's covenants herein and shall constitute a default hereunder ("Event of Default"):

(a) The failure of Borrower to pay any installment of principal, interest or principal and interest, any required escrow deposit or any other sum required to be paid under any Loan Document, whether to Lender or otherwise, when the same shall become due and payable.

(b) For fifteen (15) days after notice from Lender, Borrower is in default under any term, covenant or condition contained herein, or in the other Loan Documents, not otherwise described in this section; provided that Borrower shall give Lender immediate notice upon the occurrence of such default.

(c) Any Event of Default occurs under any Loan Document, including the Loan Agreement.

(d) Any default under any other Mortgage, security agreement or other instrument that secures (i) the Note, or (ii) any other existing or future loan made by Lender to any Borrower or any person controlling, controlled by or under common control with any Borrower.

(e) The filing by any Borrower or any guarantor of the Loan of a voluntary petition or application for relief in bankruptcy or any Borrower's or guarantor's adjudication as a bankrupt or insolvent, or the filing by any Borrower or any guarantor of any petition, application for relief or answer seeking or acquiescing in any reorganization, arrangement,

composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law, code or regulation relating to bankruptcy, insolvency or other relief for debtors, or any Borrower's or guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, custodian, conservator, receiver or liquidator of any Borrower or guarantor or of all or any substantial part of the Property or of any or all of the Rents and Profits thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due.

(f) If any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of the Loan Documents or otherwise, by any Borrower or by any person or entity otherwise liable under any Loan Document shall be materially false or misleading or furnished with knowledge of the false nature thereof.

(g) Any Borrower shall (i) fail to make any payment due in connection with one or more indebtedness obligations (other than under the Secured Indebtedness) or the failure to perform any other obligations in connection with such indebtedness, with such failure continuing beyond any applicable cure period; (ii) fail to perform any other obligation in connection with such indebtedness obligations and as a result thereof the holder of indebtedness has the right to declare such indebtedness immediately due and payable; or (iii) be in default under any indebtedness secured by a lien on or security interest in any portion of the Property and any related cure period has expired.

(h) If any Borrower shall suffer or permit the Property, or any part thereof, to be used in such manner as might tend to (1) impair Borrower's title to the Property, or any part thereof; or (2) create rights of adverse use or possession; or (3) constitute an implied dedication of the Property, or any part thereof.

(i) The occurrence of a transfer or encumbrance prohibited under Section 1.18 of this Mortgage or the Loan Agreement.

(j) The occurrence of an Event of Default under any of the other Loan Documents.

4.02 REMEDIES UPON DEFAULT. Upon the happening of any Event of Default, the Secured Indebtedness shall, at the option of Lender, become immediately due and payable, without further notice or demand, and Lender may forthwith undertake any one or more of the following:

(a) Foreclosure. Institute an action of foreclosure in accordance with the law of the State, or take such other action as the law may allow, at law or in equity, for the enforcement of the Loan Documents and realization on the Property or any other security afforded by the Loan Documents and, in the case of a judicial proceeding, proceed to final

judgment and execution thereon for the amount of the Secured Indebtedness (as of the date of such judgment) together with all costs of suit, attorneys' fees and interest on such judgment at the maximum rate permitted by law from and after the date of such judgment until actual payment is made to Lender in the full amount due Lender; provided, however, if Lender is the purchaser at the foreclosure sale of the Property, the foreclosure sale price (Lender's final bid) shall be applied against the total amount due Lender; and/or

(b) Possession. Lender personally, or by its agents, attorneys or receiver appointed by the court, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Borrower sue for or otherwise collect any and all rents or other proceeds of the Property and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: insuring or keeping the Property insured, entering into, enforcing, modifying or canceling Leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact to perform such acts and execute such documents as Lender in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments. Borrower agrees to deliver to Lender all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Lender in order to enable Lender to exercise its rights under this Section. All expenses, including receiver's fees and attorneys' fees, costs and agent's compensation incurred pursuant to this Section shall be payable by Borrower to Lender upon demand and shall be secured by this Mortgage. Anything in this Section 4.02 to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as the result of any exercise by Lender of its rights under this Mortgage, and Lender shall be liable to account only for the rents, incomes, issues, profits, and revenues actually received by Lender.

(c) UCC Remedies. Lender shall have all of the remedies of a secured party under the UCC, and any other applicable Idaho law, including without limitation the right and power to sell, or otherwise dispose of, the Personal Property, or any part thereof. For that purpose Lender may take immediate and exclusive possession of the Personal Property, or any part thereof, and with or without judicial process, enter upon any Land on which the Personal Property, or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned or, at Lender's option, Borrower shall assemble the Personal Property and make it available to Lender at the place and at the time designated in the demand. Lender shall be entitled to hold, maintain, preserve and prepare the Personal Property for sale. Lender without removal may render the Personal Property unusable and dispose of the Personal Property on the Land. Borrower agrees that as it relates to this Section 4.02 (c) only, if any

notice of sale or other disposition of the Personal Property or exercise of any other right or remedy of Lender is mailed, postage prepaid, to Borrower at the above address at least ten (10) days before the time of the sale or disposition, such notice shall be deemed commercially reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Mixed Collateral. Notwithstanding anything in Section 4.02(c) above which might otherwise be construed to the contrary, Lender shall have the option of proceeding as to the Real Property and all or some of the Personal Property in accordance with its rights and remedies with respect to the real property in accordance with the unified sale procedures set forth in the UCC.

(e) Receiver. Lender may apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income therefrom, ex parte, without notice, and without regard to the sufficiency or value of any security for the Secured Obligations or the solvency of any party bound for its payment, the expenses of which shall be secured by this Mortgage.

(f) Other Remedies. Lender may take such other steps in accordance with applicable law to (1) protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, or in this Mortgage, or (2) aid in the execution of any power herein granted, (3) accomplish any foreclosure hereunder, or (4) enforce any other appropriate legal or equitable remedy or otherwise as Lender shall elect.

4.03 APPLICATION OF PROCEEDS OF SALE. In the event of a sale of the Property pursuant to Section 4.02(a) or Section 4.02(b) hereof, the proceeds of said sale, to the extent permitted by law, shall be applied to the following, in such order as Lender shall, in its sole discretion, determine: the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees and expenses; Impositions, Premiums, liens, and other charges and expenses; the outstanding principal balance of the Secured Indebtedness; any accrued interest; and any other unpaid portion of the Secured Indebtedness; and the remainder shall be paid to Borrower.

4.04 REMEDIES CUMULATIVE. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document and the Lender shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Secured Indebtedness, the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

4.05 RESORT TO SECURITY. Lender may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

4.06 BORROWER'S WAIVER. To the full extent Borrower may do so, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Borrower, for Borrower and Borrower's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Secured Indebtedness, notice of election to mature or declare due the Secured Indebtedness and all rights to a marshalling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage to a sale of the Property for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Lender under the terms of this Mortgage to the payment of the Secured Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Borrower or Borrower's representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

4.07 TENANCY. In the event there is a foreclosure sale hereunder and at the time of such sale Borrower or Borrower's representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Borrower are occupying or using the Property, or any part thereof, each and all shall, at the option of Lender or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the Property occupied.

## ARTICLE V GENERAL COVENANTS

5.01 NO WAIVER. No single or partial exercise by Lender, or delay or omission in the exercise by Lender, of any right or remedy under the Loan Documents shall preclude,

waive or limit any other or further exercise thereof or the exercise of any other right or remedy. Lender shall at all times have the right to proceed against any portion of, or interest in, the Property in such manner as Lender may deem fit, without waiving any other rights or remedies with respect to any other portion of the Property.

5.02 CONVEYANCE OF PROPERTY. Except as expressly provided in the Loan Agreement, Borrower shall not cause, permit or suffer the Property, or any part thereof, or any interest therein, to be conveyed, transferred, assigned, encumbered, sold or otherwise disposed of.

5.03 BORROWER'S ESTOPPEL. Borrower shall, within ten (10) days after a request by Lender, furnish a duly acknowledged written statement in form satisfactory to Lender setting forth the amount of the Secured Indebtedness, stating either that no offsets or defenses exist against the Secured Indebtedness, or if such offsets or defenses are alleged to exist, the nature and extent thereof and such other matters as Lender may reasonably request.

5.04 FURTHER ASSURANCES. Borrower shall, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, deeds of trust, assignments, security agreements, financing statements, modifications, notices of assignment, transfers and assurances as Lender shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Lender the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or any of the other Loan Documents, or for filing, refiling, registering, re-registering, recording or re-recording this Mortgage.

5.05 FEES AND EXPENSES. If Lender becomes a party (by intervention or otherwise) to any action or proceeding affecting, directly or indirectly, Borrower, the Property or the title thereto or Lender's interest under this Mortgage, or employs an attorney to collect any of the Secured Indebtedness or to enforce performance of the obligations, covenants and agreements of the Loan Documents, Borrower shall reimburse Lender for all expenses, costs, charges and legal fees incurred by Lender (including, without limitation, the fees and expenses of experts and consultants), whether or not suit be commenced, and the same shall be reimbursed to Lender in accordance with Section 5.09 hereof.

5.06 REPLACEMENT OF NOTE. Upon notice to Borrower of the loss, theft, destruction or mutilation of the Note, Borrower will execute and deliver, in lieu thereof, a replacement note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in any of the Loan Documents to the Note shall be deemed to refer to such replacement note.

#### 5.07 HAZARDOUS SUBSTANCES.

(a) Borrower hereby represents, warrants, covenants and agrees to and with Lender that all operations or activities upon, or any use or occupancy of the Property, or any portion thereof, by Borrower, and any tenant, subtenant or occupant of the Property, or any portion thereof, is presently and shall hereafter be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of animal or vegetable waste, carcass or garbage disposal and any Hazardous Substance; and that neither Borrower nor (to the best of Borrower's knowledge, after due inquiry) any tenant, subtenant or occupant of all or any portion of the Property, has at any time placed, suffered or permitted the presence of any such Hazardous Substances at, on, under, within or about the Property, or any portion thereof in violation of applicable law.

(b) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "**Remedial Work**") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreement entered into because of, or in connection with, any occurrence or event described in this Section, Borrower shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement. All Remedial Work shall be performed by one or more contractors, selected by Borrower and approved in advance in writing by Lender, and under the supervision of a consulting engineer, selected by Borrower and approved in advance in writing by Lender. All costs and expenses of such Remedial Work shall be paid by Borrower including, without limitation, the charges of such contractor(s) and/or the consulting engineer, and Lender's reasonable attorneys', architects' and/or consultants' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Borrower shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to Lender in accordance with Section 5.09 hereof.

(c) Borrower shall protect, defend, indemnify and hold Lender harmless from and against all loss, cost (including attorneys' fees), liability, damage, claim or obligation, whenever asserted or brought, known or unknown, (i) arising in connection with or resulting from any breach of warranty, misrepresentation or nonfulfillment of any agreement by Borrower herein, (ii) based upon or otherwise resulting from an alleged or claimed violation of any federal, state or local environmental law, regulation or ordinance, or common law of any state, including but not limited to any tort claims, that pertain or relate in any respect or manner to the Property, incurred by Borrower by reason of any violation of any applicable statute or regulation (whether such liability is to a private party or any government unit, state or federal), or (iii) by reason of the imposition of any governmental lien for the

recovery of environmental cleanup costs expended by reason of such violation, without regard to fault on the part of Borrower. The indemnification provided in this Section 5.07 is not the substantial equivalent of and shall not be applicable to any matters as to which Lender is indemnified by Borrower pursuant to the Unsecured Indemnity Agreement, it being the intention of the parties that the Unsecured Indemnity Agreement apply exclusively to such matters.

5.08 WAIVER OF CONSEQUENTIAL DAMAGES. Borrower covenants and agrees that in no event shall Lender be liable for consequential damages, whatever the nature of a failure by Lender to perform its obligation(s), if any, under the Loan Documents, and Borrower hereby expressly waives all claims that it now or may hereafter have against Lender for such consequential damages.

5.09 LENDER REIMBURSEMENT. Any payments made, or funds expended or advanced by Lender pursuant to the provisions of any Loan Document, shall (1) become a part of the Secured Indebtedness, (2) bear interest at the Interest Rate under the Note from the date such payments are made or funds expended or advanced, (3) become due and payable by Borrower upon demand therefor by Lender, and (4) bear interest at the Overdue Interest Rate (as such term is defined in the Note) from the date of such demand. Failure to reimburse Lender upon such demand shall constitute an Event of Default under Section 4.01(a) hereof.

## ARTICLE VI MISCELLANEOUS COVENANTS

6.01 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by any of the Loan Documents is intended to be exclusive of any other right, power or remedy, but shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or under any of the other Loan Documents or now or hereafter existing under applicable law.

6.02 NOTICES. All notices, demands and requests given or required to be given by, pursuant to, or relating to, this Mortgage shall be in writing. All notices hereunder shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such United States Express Mail or courier service. Addresses for notices are as follows:

|                     |                                |
|---------------------|--------------------------------|
| Borrower's address: | c/o Bettencourt Dairies, LLC   |
|                     | 2930 South 2300 East           |
|                     | Wendell, Idaho 83355           |
|                     | Attention: Luis M. Bettencourt |

With copy to: Williams, Meservy & Larsen, LLP  
P.O. Box 168  
153 East Main  
Jerome, Idaho 83338  
Attn: Robert E. Williams and Kimberly L. Williams

Lender's address: METROPOLITAN LIFE INSURANCE COMPANY  
Agricultural Investments  
205 E. River Park Circle, Suite 430  
Fresno, CA 93720  
Attention: Director, Agribusiness

and: MetLife Investment Management, LLC  
Agricultural Investments  
10801 Mastin Boulevard, Suite 700  
Overland Park, Kansas 66210  
Attention: Legal Department

6.03 HEIRS AND ASSIGNS; TERMINOLOGY.

(a) This Mortgage applies to, inures to the benefit of, and binds Borrower, Lender, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "**Borrower**" shall include both the original Borrower and any subsequent owner or owners of any of the Property. The term "**Lender**" shall include the owner and holder of the Note, whether or not named as Lender herein.

(b) In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

6.04 SEVERABILITY; MULTIPLE GUARANTORS. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then, Lender may, at its option declare the Secured Indebtedness immediately due and payable. If this Mortgage is held unenforceable or void for any reason as to any portion of the Property granted by one or more of the persons or entities comprising Borrower, then such portion of the Property shall be deemed separate from the lien of this Mortgage and such holding shall not affect the validity of this Mortgage with respect to any other portion of the Property. All persons executing this Mortgage acknowledge that they intend to induce Lender to make the loan secured hereby and that Lender will rely upon this Mortgage as a material element in so doing, that they expect to be benefited by such loan, and that this Mortgage is given for valuable consideration. This Mortgage shall not be affected or impaired by any default of any person executing the Note,

including any misuse of the loan proceeds, any breach of any agreement among the parties comprising Borrower inter se, or by any change in the legal relationships among any such persons.

6.05 APPLICABLE LAW; WAIVER OF JURY TRIAL. This Mortgage shall be construed and enforced in accordance with the laws of the State. BORROWER AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

6.06 CAPTIONS. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Mortgage, nor in any way affect this Mortgage.

6.07 TIME OF THE ESSENCE. Time shall be of the essence with respect to all of Borrower's obligations under this Mortgage and the other Loan Documents.

6.08 NO MERGER. In the event that Lender should become owner of the Property, there shall be no merger of the estate created by this Mortgage with the fee estate in the Property.

6.09 NO MODIFICATIONS. This Mortgage may not be changed, amended or modified, except in a writing expressly intended for such purpose and executed by Borrower and Lender.

IN WITNESS WHEREOF, Borrower has executed this Mortgage, or has caused this Mortgage to be executed by its duly authorized representative(s) as of the day and year first written above.

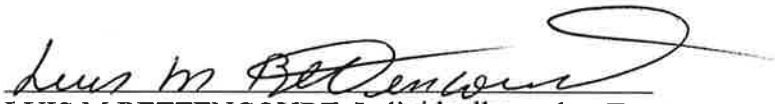
BORROWER:

BETTENCOURT DAIRIES, LLC,  
an Idaho limited liability company

By:   
Name: Luis M. Bettencourt  
Its: Authorized Representative

L & S LAND HOLDINGS, LLC,  
an Idaho limited liability company

By:   
Name: Luis M. Bettencourt  
Its: Authorized Representative

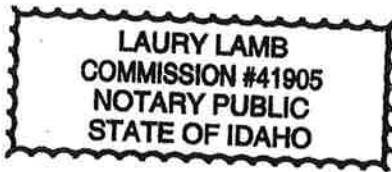
  
LUIS M BETTENCOURT, Individually, and as Trustee  
of the LUIS M. AND SHARON BETTENCOURT 2008 TRUST

  
SHARON BETTENCOURT, Individually, and as Trustee  
of the LUIS M. AND SHARON BETTENCOURT 2008 TRUST

*[acknowledgements follow]*

STATE OF IDAHO }  
COUNTY OF Jerome } ss.

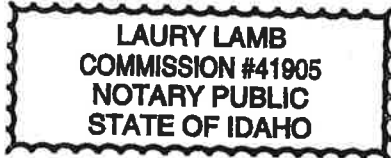
The foregoing instrument was acknowledged before me, a notary public, this 10 day of December, 2019, by Luis M. Bettencourt, as Authorized of BETTENCOURT DAIRIES, LLC, an Idaho limited liability company Representative



Laury Lamb  
NOTARY PUBLIC  
My Commission Expires: 4/2/2022

STATE OF IDAHO }  
COUNTY OF Jerome } ss.

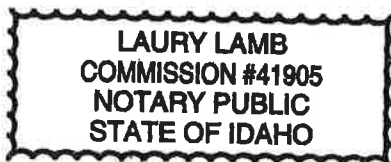
The foregoing instrument was acknowledged before me, a notary public, this 10 day of December, 2019, by Luis M. Bettencourt, as Authorized of L & S LAND HOLDINGS, LLC, an Idaho limited liability company Representative



Laury Lamb  
NOTARY PUBLIC  
My Commission Expires: 4/2/2022

STATE OF IDAHO }  
COUNTY OF Jerome } ss.

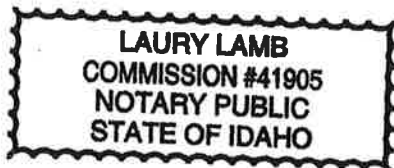
The foregoing instrument was acknowledged before me, a notary public, this 10 day of December, 2019, by LUIS M BETTENCOURT, Individually, and as Trustee of the LUIS M. AND SHARON BETTENCOURT 2008 TRUST.



Laury Lamb  
NOTARY PUBLIC  
My Commission Expires: 4/2/2022

STATE OF IDAHO }  
COUNTY OF Jerome } ss.

The foregoing instrument was acknowledged before me, a notary public, this 10 day of December, 2019, by SHARON BETTENCOURT, Individually, and as Trustee of the LUIS M. AND SHARON BETTENCOURT 2008 TRUST



Laury Lamb  
NOTARY PUBLIC  
My Commission Expires: 4/2/2022

**EXHIBIT A  
TO  
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING**

**I. DEFINED TERMS**

**“Hazardous Substances”** shall include without limitation:

(i) Those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) (“**CERCLA**”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“**SARA**”), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“**RCRA**”), and the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (E) flammable explosives; or (F) radioactive materials; and

(iv) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

**“Rents and Profits”** shall mean all and any income, rents, royalties, revenue, issues, profits, proceeds, accounts receivable and other benefits now or hereafter arising from the Property, or any part thereof.

**“Requirements”** shall mean all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire

safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted therein or thereon.

**EXHIBIT B  
TO  
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING**

**LEGAL DESCRIPTION**

TRACT A - JEROME AND GOODING COUNTIES  
TRACT I

PARCEL NO. 1

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

S½SW¼ and that part of the NW¼SW¼ of Section 20, and that part of the N½NW¼ of Section 29,  
described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;  
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29;  
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of  
Section 29 to the Westerly boundary of said Section 29;  
Thence North 0°22'11" West, 914.58 feet to the Northwest corner of said Section 29;  
Thence North 0°27'06" West, 1702.61 feet to the center of an irrigation canal;  
Thence along the center of said irrigation canal the following courses and distances:  
North 61°51'09" East, 743.98 feet;  
Thence North 68°04'56" East, 233.31 feet;  
Thence South 86°57'48" East, 217.65 feet;  
Thence North 53°25'37" East, 108.92 feet;  
Thence North 81°04'09" East, 99.39 feet;  
Thence South 74°46'17" East, 45.30 feet to the Westerly boundary of the NE¼SW¼ of said Section  
20;  
Thence South 0°23'38" East, 886.84 feet to the Southwest corner of said NE¼SW¼;  
Thence South 89°40'52" East, 1322.25 feet to the Southeast corner of said NE¼SW¼;  
Thence South 0°20'12" East, 1317.31 feet along the Easterly boundary of the SE¼SW¼ of said  
Section 20 to THE POINT OF BEGINNING.

AND

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 29: That part of the W½, described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;

Exhibit B - 1

Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29 to THE TRUE POINT OF BEGINNING;  
 Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of Section 29 to the Westerly boundary of said Section 29;  
 Thence South 0°22'11" East along the West boundary of said Section 29, 1730.32 feet to the Southwest corner of the NW¼ of said Section 29;  
 Thence South 0°16'11" East along the West boundary of said Section 29, 1322.12 feet to the Southwest corner of the NW¼SW¼ of said Section 29;  
 Thence South 89°42'13" East along the South boundary of said NW¼SW¼, 1320.56 feet to the Southeast corner of said NW¼SW¼;  
 Thence North 0°17'52" West along the East boundary of said NW¼SW¼, 1321.42 feet to the Northeast corner of said NW¼SW¼;  
 Thence North 0°20'52" West along the East boundary of the SW¼NW¼, 1322.72 feet to the Southwest corner of the NE¼NW¼ of said Section 29;  
 Thence South 89°41'08" East along the South boundary of the NE¼NW¼, 1320.42 feet to the Southeast corner of said NE¼NW¼;  
 Thence North 0°19'33" West along the East boundary of said NE¼NW¼, 408.43 feet to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
 GOODING COUNTY, IDAHO

That part of the SE¼ and that part of the SE¼SW¼ of Section 19, and that part of the N½ of Section 30, described as follows:

Beginning at the Northeast corner of said Section 30;  
 Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼ of Section 30;  
 Thence North 89°41'50" West, 264.77 feet;  
 Thence South 25°51'13" West, 411.29 feet to the center of a farm road;  
 Thence along the center of said farm road the following courses and distances:  
 South 44°25'57" West, 200.38 feet;  
 Thence South 56°41'04" West, 179.53 feet;  
 Thence South 61°55'44" West, 117.21 feet;  
 Thence South 72°15'48" West, 360.34 feet;  
 Thence South 86°55'51" West, 268.61 feet;  
 Thence South 86°33'47" West, 419.63 feet;  
 Thence South 76°54'39" West, 280.54 feet;  
 Thence South 66°52'45" West, 1305.41 feet;  
 Thence leaving said farm road North 49°03'47" West, 72.42 feet to a point 1708.00 feet from the center of a pivot sprinkler;  
 Thence Northerly 2549.70 feet on the arc of a non-tangent curve to the left with a radius of 1708.00 feet, a central angle of 85°31'51" and a chord which bears North 1°49'43" West, 2319.46 feet to a point 1708.00 feet from the center of said pivot sprinkler;  
 Thence North 45°24'22" East, 223.19 feet to the center of an irrigation canal;

Exhibit B - 2

Thence along the center of said irrigation canal the following courses and distances:  
South 70°11'10" East, 471.28 feet;  
Thence North 71°56'55" East, 158.48 feet;  
Thence North 39°38'16" East, 237.06 feet;  
Thence North 45°28'38" East, 580.39 feet;  
Thence North 19°07'45" West, 166.90 feet;  
Thence North 46°53'21" East, 139.86 feet;  
Thence North 74°31'08" East, 800.26 feet to the Westerly boundary of the SE¼SE¼ of said Section 19;  
Thence South 0°23'09" East, 1160.70 feet to the Southwest corner of said SE¼SE¼;  
Thence South 89°54'57" East, 1320.33 feet to THE POINT OF BEGINNING.

AND

Commencing at the Southeast corner of said Section 19;  
Thence North 0°27'06" West, 1318.08 feet to the Northeast corner of said SE¼SE¼ and THE TRUE POINT OF BEGINNING;  
Thence North 89°50'00" West, 531.89 feet along the Northerly boundary of said SE¼SE¼ to the center of said irrigation canal;  
Thence along the center of said irrigation canal the following courses and distances:  
North 22°32'26" East, 139.20 feet;  
Thence North 61°51'09" East, 539.27 feet to the Easterly boundary of said Section 19;  
Thence South 0°27'06" East, 384.53 feet to THE TRUE POINT OF BEGINNING.

Section 19: SE¼SE¼;

AND

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 30: A parcel of land described as follows:

Beginning at the Northeast corner of said Section 30;  
Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼, Section 30 to THE TRUE POINT OF BEGINNING;  
Thence North 89°41'50" West, 264.77 feet;  
Thence South 25°51'13" West, 411.29 feet to the center of a farm road;  
Thence along the center of said farm road the following courses and distances:  
South 44°25'57" West, 200.38 feet;  
Thence South 56°41'04" West, 179.53 feet;  
Thence South 61°55'44" West, 117.21 feet;  
Thence South 72°15'48" West, 360.34 feet;  
Thence South 86°55'51" West, 268.61 feet;  
Thence South 86°33'47" West, 419.63 feet;  
Thence South 76°54'39" West, 280.54 feet;  
Thence South 66°52'45" West, 1305.41 feet;

Exhibit B - 3

Thence leaving said farm road South 338.67 feet to a point 1330.14 feet from the center of a pivot sprinkler;  
Thence Southerly 1901.96 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 81°55'37" and a chord which bears South 40°58'18" East, 1744.02 feet to a point on the Southerly boundary of the N½SE¼ of said Section 30, 1330.14 feet from the center of said pivot sprinkler;  
Thence South 89°50'50" East along the South boundary of said N½SE¼, 2215.84 feet to the Southeast corner of said N½SE¼;  
Thence North 0°16'11" West along the East boundary of said N½SE¼, 1322.12 feet to the Northeast corner of the SE¼ of said Section 30;  
Thence North 0°22'11" West, 1730.32 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF THE S½ OF SECTION 19 AND THAT PART OF THE N½ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Section 30;  
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;  
Thence North 71°35'54" East 1040.48 feet along an existing power line;  
Thence North 53°17'45" East 150.54 feet along said power line to the TRUE POINT OF BEGINNING;  
Thence North 53°17'50" East 589.71 feet along said power line;  
Thence North 66°39'27" East 1377.20 feet along said power line;  
Thence North 87°54'18" East 1416.21 feet along said power line;  
Thence North 24°32'26" East 1321.72 feet along said power line;  
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;  
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;  
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;  
Thence along the center of the "W" Canal the following courses:  
South 74°31'08" West 800.26 feet;  
South 46°53'21" West 139.96 feet;  
South 19°07'45" East 166.90 feet;  
South 45°28'38" West 580.39 feet;  
South 39°38'16" West 237.06 feet;  
South 71°56'55" West 158.48 feet;  
South 70°11'10" West 471.28 feet;  
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;  
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;  
Thence South 33°21'07" East 45.51 feet to THE TRUE POINT OF BEGINNING;

PARCEL NO. 2

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Exhibit B - 4

Section 30: That part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  and that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows:

Beginning at the Southeast corner of Section 30;  
Thence North 89°49'35" West, 1319.23 feet along the Southerly boundary of Section 30 to the Southeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ , THE TRUE POINT OF BEGINNING;  
Thence North 0°18'24" West, 1321.65 feet along the Easterly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  to the Northeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence North 89°50'50" West, 895.76 feet along the Northerly boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence Southwesterly 1774.58 feet along the Arc of a curve right having a radius of 1330.14 feet and a chord of South 38°12'43" West, 1645.87 feet;  
Thence South 25.00 feet to the Southerly boundary of Section 30;  
Thence South 89°49'35" East, 601.70 feet along said Southerly boundary to the South quarter corner of Section 30;  
Thence South 89°49'35" East, 1319.23 feet along the Southerly boundary of Section 30 to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet of Section 30 to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 3

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 30: That part of the S $\frac{1}{2}$  and NW $\frac{1}{4}$ , described as follows:

Commencing at the Southwest corner of said Section 30;  
Thence South 89°49'35" East, 1112.53 feet along the Southerly boundary of said Section 30 to THE TRUE POINT OF BEGINNING;  
Thence South 89°49'35" East, 502.03 feet along the Southerly boundary of said Section 30;  
Thence North 25.00 feet to the edge of a circular pivot irrigation system;  
Thence along the edge of said circular pivot irrigation system, 3676.55 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 158°22'01" and a chord which bears North 2°45'06" West, 2613.02 feet;  
Thence North 338.67 feet to the center of a farm access road;  
Thence North 49°03'47" West, 72.42 feet to the edge of an adjoining circular pivot irrigation system;  
Thence along the edge of said adjoining circular pivot irrigation system, 797.35 feet on the arc of a curve to the right with a radius of 1708.00 feet, a central angle of 26°44'51" and a chord which bears South 54°18'39" West, 790.13 feet;  
Thence South 22°18'56" East, 12.57 feet to the edge of the first mentioned circular pivot irrigation system;  
Thence along the edge of said circular pivot irrigation system, 1300.62 feet on the arc of a curve to the left with a radius of 1330.14 feet, central angle of 56°01'26" and a chord which bears South 39°40'21" West, 1249.42 feet to the Westerly boundary of said Section 30;  
Thence South 0°00'24" East, 537.98 feet to the edge of said circular pivot irrigation system;

Exhibit B - 5

Thence along the edge of said circular pivot irrigation system, 1627.74 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 70°06'54" and a chord which bears South 46°43'53" East, 1528.06 feet to THE TRUE POINT OF BEGINNING.

ALSO INCLUDING the following described parcel:

Commencing at the Southwest corner of said SW¼;  
Thence North 0°00'24" West, 1581.98 feet along the Westerly boundary of said SW¼ to the edge of a circular pivot irrigation system;  
Thence Northeasterly along the edge of said pivot irrigation system, 591.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 25°29'01" and a chord which bears North 24°24'10" East, 586.75 feet to THE TRUE POINT OF BEGINNING;  
Thence continuing along the edge of said pivot irrigation system, 16.00 feet on the arc of said curve to the right with a radius of 1330.14 feet, a central angle of 0°41'21" and a chord which bears North 37°29'21" East, 16.00 feet;  
Thence North 52°30'39" West, 219.32 feet;  
Thence South 37°29'21" West, 16.00 feet;  
Thence South 52°30'39" East, 219.32 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 4

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 30: SE¼SE¼, EXCEPT the South 25 feet of Section 30 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 5

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 31: Lot 1; NE¼NW¼;

The West 780.00 feet of the NW¼NE¼ lying North of the W-3 Canal of the North Side Canal Company System, more particularly described as follows:

Beginning at the Northwest corner of said NW¼NE¼;  
Thence East along the North line of said NW¼NE¼, 780 feet;  
Thence South to the centerline of the North Side Canal Company W-3 Canal;  
Thence Southwesterly along the centerline of said W-3 Canal to the West line of said NW¼NE¼;  
Thence North along the West boundary of said NW¼NE¼ to THE POINT OF BEGINNING.

Exhibit B - 6

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

A. East 100.00 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying South of the centerline of the W-3 Canal of the North Side Canal Company System;

B. Beginning at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence South 89°49'35" East, 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence South 1°47'50" West, 412.37 feet to THE TRUE POINT OF BEGINNING;  
Thence South 1°47'50" West, 180.00 feet;  
Thence South 88°12'10" East, 242.00 feet;  
Thence North 1°47'50" East, 180.00 feet;  
Thence North 88°12'10" West, 242.00 feet to THE TRUE POINT OF BEGINNING;

EXCEPT the North 25 feet of Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  and West 25 feet of Lot 1, as set forth in Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records, for County Road.

PARCEL NO. 6

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 31: Part of the N $\frac{1}{2}$ NW $\frac{1}{4}$  described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence South 1°47'50" West 412.37 feet to THE TRUE POINT OF BEGINNING;  
Thence South 1°47'50" West 180.00 feet;  
Thence South 88°12'10" East 242.00 feet;  
Thence North 1°47'50" East 180.00 feet;  
Thence North 88°12'10" West 242.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6A

INCLUDES use of easement for ingress, egress and utilities over a 20.00 foot wide strip of land as created in Warranty Deed recorded September 30, 1980 as Instrument Number 85505, described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$  to THE TRUE POINT OF BEGINNING;  
Thence South 1°47'50" West 412.37 feet;  
Thence South 88°12'10" East 20.00 feet;  
Thence North 1°47'50" East 412.94 feet to the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Thence North 89°49'35" West 20.01 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7

Exhibit B - 7

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 31: Lot 2

EXCEPTING THEREFROM the West 25 feet of Lot 2 deeded to the Wendell Highway District by  
Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 8

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 25: N½; SE¼;

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty  
Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE  
POINT OF BEGINNING;  
Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;  
Thence North 0°03'28" West, 330.00 feet;  
Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;  
Thence South 0°03'28" East, along the East boundary of said Section 25, 330.00 feet to THE TRUE  
POINT OF BEGINNING;

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Part of the NW¼ of Section 30 and  
Part of the SW¼ of Section 19 described below

AND

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Part of the NE¼ of Section 25 and  
Part of the SE¼ of Section 24, described as follows:

Beginning at the Southwest corner of said NW¼, Section 30;  
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;  
Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to  
the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North  
26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;

Exhibit B - 8

Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 Feet;  
 Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;  
 Thence along the center of said "W" lateral the following courses and distances:  
 North 58°33'42" West, 375.84 feet;  
 Thence North 68°09'35" West, 176.29 feet;  
 Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;  
 Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;  
 Thence South 89°26'15" West, 594.48 feet;  
 Thence South 59°21'51" West, 114.27 feet;  
 Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;  
 Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;  
 Thence South 29°35'31" West, 2.60 feet;  
 Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;  
 Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;  
 Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 9

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
 GOODING COUNTY, IDAHO

Section 19: That part of the S½ described as follows:

Section 30: That part of the N½ described as follows:

Beginning at the Southwest corner of Section 30;  
 Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;  
 Thence North 71°35'54" East 1040.48 feet along an existing power line;  
 Thence North 53°17'45" East 150.54 feet along said power line to the TRUE POINT OF BEGINNING;  
 Thence North 53°17'50" East 589.71 feet along said power line;  
 Thence North 66°39'27" East 1377.20 feet along said power line;  
 Thence North 87°54'18" East 1416.21 feet along said power line;  
 Thence North 24°32'26" East 1321.72 feet along said power line;  
 Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;  
 Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;  
 Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;  
 Thence along the center of the "W" Canal the following courses:  
 South 74°31'08" West 800.26 feet;  
 South 46°53'21" West 139.96 feet;  
 South 19°07'45" East 166.90 feet;

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South 45°28'38" West 580.39 feet;  
South 39°38'16" West 237.06 feet;  
South 71°56'55" West 158.48 feet;  
North 70°11'10" West 471.28 feet;  
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve  
Southwesterly;  
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14"  
West 2640.84 feet;  
Thence South 33°21'07" East 45.51 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 9A

TOGETHER WITH the following non-exclusive Easement 20.00 feet in width, for access and utilities created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid TRUE POINT OF BEGINNING;  
Thence along the Northerly side of said 20.00 feet in width Easement the following courses:  
North 53°17'50" East 589.71 feet;  
North 66°39'27" East 1377.20 feet;  
Thence along the Southerly side of said 20.00 feet in width Easement the following courses:  
North 87°54'18" East 1416.21 feet;  
North 24°32'26" East 1321.72 feet to the end of said 20.00 feet in width access and utility Easement.

TOGETHER WITH the following Easement for well and pump access created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid TRUE POINT OF BEGINNING;  
Thence North 53°17'50" East 589.71 feet;  
Thence North 66°39'27" East 1377.20 feet to the beginning of said well Easement;  
Thence North 87°54'18" East 50.00 feet;  
Thence South 2°05'42" East 50.00 feet;  
Thence South 77°16'52" West 79.85 feet;  
Thence North 23°20'33" West 50.00 feet;  
Thence North 66°39'27" East 50.00 feet to the end of said well Easement.

PARCEL NO. 10

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: The West portion of Lot 3 and the West portion of Lot 4 lying North of the "W" Canal of the North Side Canal Company, Limited.

EXCEPTING THEREFROM that part described as follows:

Beginning at the Northeast corner of said Section 19;

Exhibit B - 10

Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said SE¼NE¼ of Section 19, THE TRUE POINT OF BEGINNING;  
 Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said S½ of Section 19;  
 Thence South 0°27'06" East 933.56 feet to the center of an irrigation canal;  
 Thence along the center of said irrigation canal the following courses and distances:  
 South 61°51'09" West 539.27 feet;  
 Thence South 22°32'26" West 139.20 feet to the Northerly boundary of the SE¼SE¼ of Section 19;  
 Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE¼SE¼;  
 Thence South 0°23'09" East 159.27 feet along the Westerly boundary of said SE¼SE¼ to the center of said irrigation canal;  
 Thence along the center of said irrigation canal the following courses and distances:  
 South 74°31'08" West 800.26 feet;  
 Thence South 46°53'21" West, 139.86 feet;  
 Thence South 19°07'45" East, 166.90 feet;  
 Thence South 45°28'38" West, 580.30 feet;  
 Thence South 39°38'16" West, 237.06 feet;  
 Thence South 71°56'55" West, 158.48 feet;  
 Thence North 70°11'10" West, 471.28 feet;  
 Thence North 58°33'42" West, 375.84 feet;  
 Thence North 68°09'15" West, 176.29 feet;  
 Thence North 83°57'22" West, 433.21 feet;  
 Thence leaving said canal North 0°05'33" East 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;  
 Thence South 89°45'02" East 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;  
 Thence North 0°16'40" West 1319.89 feet to the Northwest corner of said SE¼NE¼;  
 Thence South 89°47'13" East 1318.31 feet to THE TRUE POINT OF BEGINNING.

#### PARCEL NO. 11

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
 GOODING COUNTY, IDAHO

Section 24: SE¼SE¼, EXCEPTING THEREFROM that portion of the following described tract lying with Section 24:

Beginning at the Southwest corner of said NW¼, Section 30;  
 Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;  
 Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;  
 Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 feet;  
 Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;  
 Thence along the center of said "W" lateral the following courses and distances:

North 58°33'42" West, 375.84 feet;  
Thence North 68°09'35" West, 176.29 feet;  
Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;  
Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;  
Thence South 89°26'15" West, 594.48 feet;  
Thence South 59°21'51" West, 114.27 feet;  
Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;  
Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;  
Thence South 29°35'31" West, 2.60 feet;  
Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;  
Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;  
Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 12

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 30: Part of the SW¼, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter;  
Thence South 0°00'24" East 207.07 feet along the Westerly boundary of said SW¼ to the TRUE POINT OF BEGINNING;  
Thence South 0°00'24" East 851.51 feet along said Westerly boundary;  
Thence Northeasterly along the edge of a circular pivot irrigation system 1300.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 56°01'25" and a chord which bears North 39°40'22" East 1249.41 feet;  
Thence North 22°18'57" West 12.57 feet to the edge of a second circular pivot irrigation system;  
Thence Westerly along the edge of said second circular pivot irrigation system 809.82 feet on the arc of a non-tangent curve to the right with a radius of 1708.00 feet, a central angle of 27°09'56" and a chord which bears South 81°16'03" West 802.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 13

TOWNSHIP 7 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 25: That part of the SE¼SE¼, described as follows:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;  
Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;  
Thence North 0°03'28" West, 330.00 feet;  
Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;

Thence South 0°03'28" East along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 14

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 31: SE¼NW¼, EXCEPTING THEREFROM the East 100 feet.

PARCEL NO. 15

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: SE¼NE¼ and that part of the S½, described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said SE¼NE¼ of Section 19, and THE TRUE POINT OF BEGINNING;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said S½ of Section 19;

Thence South 0°27'06" East, 933.56 feet to the center of an irrigation canal;

Thence along the center of said irrigation canal the following courses and distances: South 61°51'09" West, 539.27 feet;

Thence South 22°32'26" West, 139.20 feet to the Northerly boundary of the SE¼SE¼ of Section 19;

Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE¼SE¼;

Thence South 0°23'09" East, 159.27 feet along the Westerly boundary of said SE¼SE¼ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

South 74°31'08" West, 800.26 feet;

Thence South 46°53'21" West, 139.86 feet;

Thence South 19°07'45" East, 166.90 feet;

Thence South 45°28'38" West, 580.30 feet;

Thence South 39°38'16" West, 237.06 feet;

Thence South 71°56'55" West, 158.48 feet;

Thence North 70°11'10" West, 471.28 feet;

Thence North 58°33'42" West, 375.84 feet;

Thence North 68°09'15" West, 176.29 feet;

Thence North 83°57'22" West, 433.21 feet;

Thence leaving said canal North 0°05'33" East, 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;

Thence South 89°45'02" East, 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;

Exhibit B - 13

Thence North 0°16'40" West, 1319.89 feet to the Northwest corner of said SE¼NE¼;  
Thence South 89°47'13" East, 1318.31 feet to THE TRUE POINT OF  
BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: NW¼ and that part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of said NW¼ of Section 20;  
Thence South 89°38'00" East, 2642.48 feet to the Northeast corner of said NW¼;  
Thence South 0°20'13" East, 2640.01 feet to the Southeast corner of said NW¼;  
Thence North 89°39'55" West, 1323.57 feet to the Northeast corner of said NW¼SW¼ of Section 20;  
Thence South 0°23'39" East, 430.85 feet along the Easterly boundary of said NW¼SW¼ to the center  
of an irrigation canal;  
Thence along the center of said irrigation canal the following courses and distances: North 74°46'17"  
West, 45.30 feet;  
Thence South 81°04'09" West, 99.39 feet;  
Thence South 53°25'37" West, 108.92 feet;  
Thence North 86°57'48" West, 217.65 feet;  
Thence South 68°04'56" West, 233.31 feet;  
Thence South 61°51'09" West, 743.98 feet to the Westerly boundary of said NW¼SW¼;  
Thence North 0°27'06" West, 933.56 feet to the Northwest corner of said NW¼SW¼;  
Thence North 0°14'06" West, 2641.43 feet to THE POINT OF BEGINNING.

PARCEL NO. 16

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: E½;

PARCEL NO. 17

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: Lot 2, SE¼NW¼; SW¼NE¼

PARCEL NO. 18

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN  
GOODING COUNTY, IDAHO

Section 30: Part of Government Lot 4, more particularly described as follows:

Beginning at the Southwest corner for Section 30, the TRUE POINT OF BEGINNING;

Exhibit B - 14

Thence North 0°00'24" West, 928.82 feet along the Westerly boundary of Section 30;  
Thence North 89°59'36" East, 25.00 feet;  
Thence Southeasterly 1359.21 feet along the arc of a curve left having a radius of 1333.71 feet and a chord of South 46°03'04" East, 1306.53 feet;  
Thence South 0°10'25" West, 25.00 feet to the Southerly boundary for Section 30;  
Thence North 89°49'35" West, 965.47 feet along the Southerly boundary of Section 30 to the TRUE POINT OF BEGINNING.

PARCEL NO. 19A

TOWNSHIP 7 SOUTH, RANGE 16 EAST BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 29: E½SE¼; SE¼NE¼;

Section 28: Part of the N½SW¼, described as follows:

Commencing at an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest ¼ of said Section 28, from which a 5/8 inch iron pin marking the Northwest corner of said Southwest ¼ bears North 00°06'53" East at a distance of 2639.06 feet;

Thence along the West line of said Southwest ¼, North 00°06'53" East, a distance of 1319.53 feet to the Southwest corner of the N½SW¼ of said Section 28, being also THE POINT OF BEGINNING;

Thence continuing along the West line of said N½SW¼, North 00°06'53" East, a distance of 549.01 feet to a ½ inch rebar with cap stamped PLS 9858 marking the center of the W3 Lateral of the North Side Canal Company;

Thence along the center of said W3 Lateral the following bearings and distances:

North 85°21'09" East, a distance of 24.78 feet;

Thence North 80°27'26" East, a distance of 141.62 feet to the beginning of a curve tangent to said line;

Thence Easterly, Northeasterly and Northerly a distance of 153.04 feet along the curve concave to the Northwest, having a radius of 110.00 feet, a central angle of 79°42'55", and being subtended by a chord that bears North 40°35'59" East, 140.99 feet;

Thence North 00°44'31" East tangent to said curve, a distance of 201.65 feet to the beginning of a curve tangent to said line;

Thence Northerly, Northeasterly and Easterly a distance of 107.95 feet along the curve concave to the Southeast, having a radius of 75.00 feet, a central angle of 82°28'03", and being subtended by a chord that bears North 41°58'33" East, 98.87 feet;

Thence North 83°12'35" East tangent to said curve, a distance of 96.35 feet to the beginning of a curve tangent to said line;

Thence Easterly and Northeasterly a distance of 292.87 feet along the curve concave to the Northwest, having a radius of 338.33 feet, a central angle of 49°35'51", and being subtended by a chord that bears North 58°24'39" East, 283.81 feet;

Thence North 33°36'43" East tangent to said curve, a distance of 232.99 feet to the North line of the N½SW¼ of said Section 28;

Thence along the North line of said N½SW¼, South 89°21'54" East, a distance of 898.76 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence South 84°18'05" East, a distance of 124.52 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence South 72°47'53" East, a distance of 237.80 feet to a ½ inch rebar with cap stamped PLS 9858;

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Thence South 51°33'57" East, a distance of 89.01 feet to a ½ inch rebar with cap stamped PLS 9858;  
Thence South 44°25'46" East, a distance of 368.54 feet to a ½ inch rebar with cap stamped PLS 9858;  
Thence South 42°05'52" East, a distance of 294.98 feet to a ½ inch rebar with cap stamped PLS 9858;  
Thence South 39°19'22" East, a distance of 125.38 feet to a ½ inch rebar with cap stamped PLS 9858  
marking the intersection with the East line of the N½SW¼ of said Section 28;  
Thence along the East line of said N½SW¼, South 00°05'51" West, a distance of 612.67 feet to the  
Southeast corner of said N½SW¼;  
Thence along the South line of said N½SW¼, North 89°22'26" West, a distance of 2646.17 feet to  
THE POINT OF BEGINNING.

SW¼SW¼, EXCEPTING THEREFROM that portion deeded to the Jerome Highway District by  
Correction Quitclaim Deed recorded June 15, 1981 as Instrument No. 258740, Jerome County records  
and revealed in Judgment recorded October 30, 1981 as Instrument No. 260993, Jerome County  
records.

AND EXCEPTING THEREFROM part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner for Section 28;  
Thence North 0°22'30" West, 25.00 feet along the Westerly boundary of Section 28 to THE TRUE  
POINT OF BEGINNING;  
Thence North 0°22'30" West, 834.07 feet along said Westerly boundary;  
Thence North 89°37'27" East, 49.85 feet to a non-tangent curve;  
Thence 1197.24 feet Southeasterly on a Curve left having a Radius of 1390.00 feet and a Chord of  
South 45°38'39" East, 1160.57 feet;  
Thence South 0°07'46" West, 25.00 feet to the Northerly boundary of a County road known as the  
"400 North road;"  
Thence North 89°52'14" West, 874.16 feet along said boundary to THE TRUE POINT OF  
BEGINNING.

#### PARCEL 19B

Easement Agreement dated November 12, 2013 between Millenkamp Properties, LLC and L&S Land  
Holdings, LLC, an Idaho limited liability company recorded November 18, 2013 as Instrument No.  
2135242.

#### PARCEL NO. 20

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: A parcel of land in the SE¼SW¼, described as follows:

Commencing at the Southwest corner of said Section 28;  
Thence North 89°55'26" East, 1323.28 feet along the South boundary of said Section 28 to the  
Southwest corner of the SE¼SW¼;  
Thence North 0°35'10" West, 39.22 feet along the West boundary of the SE¼SW¼ to THE REAL  
POINT OF BEGINNING;

Thence from this Real Point of Beginning and continuing along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , North 0°35'10" West, 1280.10 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , North 89°55'57" East, 1323.09 feet to the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , South 0°35'39" East, 204.73 feet;  
Thence along a curve to the right having a central angle of 80°01'38", a radius of 1320.00 feet, a tangent of 1108.15 feet, a length of arc of 1843.70 feet and a long chord of 1697.44 feet on a bearing of South 50°37'25" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 21

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 29: NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

PARCEL NO. 22

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

TRACT II

PARCEL NO. 23

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 14: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 15: S $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM that portion lying South of the centerline of the North Side Canal Company "W" Canal, more particularly described as follows:

Commencing at the Northwest corner of the said N $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence South 0°07'58" East, 562.38 feet along the Westerly boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$  to the center of the North Side Canal Company "W" Canal and THE TRUE POINT OF BEGINNING;  
Thence South 0°07'58" East, 758.11 feet to the Southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence South 89°41'11" East, 2643.72 feet to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$  and the center of said "W" Canal;  
Thence Westerly along the approximate center of said "W" Canal the following courses and distances:  
North 26°10'12" West, 237.37 feet;  
Thence North 44°56'58" West, 199.28 feet;  
Thence South 52°21'52" West, 240.71 feet;

Thence North 67°19'08" West, 646.97 feet;  
Thence North 87°18'51" West, 178.79 feet;  
Thence North 64°23'23" West, 203.61 feet;  
Thence South 73°01'14" West, 419.96 feet;  
Thence North 62°58'56" West, 335.62 feet;  
Thence North 71°13'41" West, 561.62 feet to THE TRUE POINT OF BEGINNING.

Section 22: E½NE¼; SW¼NE¼; SE¼NW¼;

Section 23: W½NW¼;

PARCEL NO. 24

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 21: N½NE¼; N½NW¼;

Section 22: W½NW¼; NE¼NW¼; NW¼NE¼.

PARCEL NO. 25

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 14: E½SW¼;

Section 23: N½NE¼; SE¼NE¼; NE¼NW¼;

Section 23: SW¼NE¼;

That part of the SE¼NW¼ Lying North and East of the "X" Canal of the North Side Canal Co., Ltd.  
That part of the NE¼SW¼ lying North and East of the "X" Canal of the North Side Canal Co., Ltd.

A tract of land lying in the NW¼SE¼, more particularly described as follows:

Beginning at the Northeast corner of the NW¼SE¼ of Section 23;  
Thence along the North boundary Westerly for a distance of 25 feet, which is THE TRUE POINT OF BEGINNING;  
Thence North 89°38' West for a distance of 1,295 feet, more or less, to the Northwest corner of said NW¼SE¼;  
Thence South 0°2' East for a distance of 309.4 feet;  
Thence South 36°29' East for a distance of 242.8 feet;  
Thence North 60°02' East for a distance of 740.6 feet;  
Thence North 89°08' East for a distance of 508.9 feet;  
Thence North 0°02' West for a distance of approximately 121.5 feet to THE TRUE POINT OF BEGINNING;

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Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$ ;

PARCEL NO. 26

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 14: N $\frac{1}{2}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$ ;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, described as follows:

Commencing at the Southeast corner of Section 14. Said point lies South 00°01'26" West 2641.22 feet from the East quarter corner of Section 14;  
Thence North 00°01'26" East 1686.10 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING;  
Thence North 89°58'34" West 168.82 feet;  
Thence North 00°01'26" East 258.03 feet;  
Thence South 89°58'34" East 168.82 feet to the East boundary of Section 14;  
Thence South 00°01'26" West 258.03 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, described as follows:

Commencing at the East quarter corner of Section 14;  
Thence South 00°01'26" West 2641.22 feet to the Southeast corner of Section 14 and being the TRUE POINT OF BEGINNING;  
Thence North 89°32'03" West 1009.11 feet along the South boundary of Section 14;  
Thence North 00°27'57" East 43.50 feet;  
Thence North 65°08'29" East 551.55 feet;  
Thence North 18°32'50" East 136.95 feet;  
Thence North 41°57'03" East 145.40 feet;  
Thence North 34°53'54" East 185.80 feet;  
Thence South 89°58'34" East 261.50 feet to a point on the East boundary of Section 14;  
Thence South 00°01'26" West 673.82 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13, described as follows:

Commencing at the East quarter corner of Section 14;  
Thence South 00°01'26" West 2641.22 feet to the Southwest corner of Section 13 and being the TRUE POINT OF BEGINNING;  
Thence North 00°01'26" East 827.29 feet along the West boundary of Section 13;  
Thence South 89°58'34" East 52.44 feet;

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Thence South 31°19'41" East 189.87 feet;  
Thence South 29°35'36" East 212.70 feet;  
Thence South 41°57'29" East 219.57 feet;  
Thence South 52°09'32" East 208.05 feet;  
Thence South 60°59'51" East 208.05 feet;  
Thence South 69°50'11" East 208.05 feet;  
Thence South 00°30'28" West 25.00 feet to the South boundary of Section 13;  
Thence North 89°29'32" West 944.72 feet along the South boundary of Section 13 to the TRUE POINT OF BEGINNING.

PARCEL NO. 27

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 22: That part of the following described property located in the NE¼SE¼, described as follows:

Beginning at the East quarter corner of said Section 22, which point shall be known as THE TRUE POINT OF BEGINNING;  
Thence West along the North boundary of the E½SE¼, 1320.00 feet, more or less, to the Northwest corner of the E½SE¼;  
Thence South along the West boundary of the E½SE¼, 330.00 feet;  
Thence East parallel to the North boundary of the E½SE¼, 1320.00 feet, more or less, to a point on the East boundary of the E½SE¼;  
Thence North along the East boundary of the E½SE¼, 330.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 28

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 24: N½NE¼;

TRACT III

PARCEL NO. 29

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 25: That part of the SE¼SW¼ lying East of the "U" Canal  
of the North Side Canal Co., Ltd.

PARCEL NO. 30

Exhibit B - 20

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT the following described parcel of land:

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North 0°01'15" East along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , 55.00 feet;

Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence North 89°28'41" West, 252.00 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  to THE POINT OF BEGINNING.

W $\frac{1}{2}$ SE $\frac{1}{4}$  and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North 0°01'25" East along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 1322.32 feet to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Thence North 89°28'00" West, 545.71 feet to the center of the North Side Canal Co. "U" Canal;

Thence Northerly along the center of said "U" Canal the following courses and distances:

North 15°21'46" West, 20.14 feet;

Thence North 5°13'28" East, 235.41 feet;

Thence North 33°48'01" East, 599.74 feet;

Thence North 8°55'56" East, 207.76 feet;

Thence North 0°45'08" West, 361.42 feet to the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Thence South 89°27'20" East, 1489.22 feet along the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$  to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 0°01'15" West, 2589.12 feet along the Easterly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence North 89°28'41" West, 1572.36 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  to THE POINT OF BEGINNING.

PARCEL NO. 31

TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 31: Government Lots 1, 2, 3 and 4 and the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 31;

EXCEPT the West 40 feet of said Lots 1, 2, 3 and 4;

AND EXCEPT that portion deeded to Jerome Highway District No. 7 by Warranty Deed recorded March 16, 1920 in Book 36 Page 451 as Instrument Number 13459, records of Jerome County, Idaho.

FURTHER EXCEPTING that part of Government Lot 4, described as follows:

Commencing at the SW corner of said Section 31;  
Thence 25.0' North to the TRUE POINT OF BEGINNING;  
Thence North 0°06'37" West 448 feet;  
Thence North 90°00'00" East 40.08 feet;  
Thence North 89°53'42" East 160.05 feet;  
Thence South 51°24'14" East 264 feet;  
Thence South 00°05'54" East, 260.61 feet;  
Thence West parallel to the South boundary line of the SW¼SW¼ to the TRUE POINT OF BEGINNING.

ALSO EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 6: That portion of Government Lots 2, 3 and 4 lying North of the centerline of the North Side Canal Co., Ltd. "U" canal;

EXCEPT the West 40 feet of said Lot 4.

EXCEPT that portion deeded to Lincoln County by Quitclaim Deed recorded November 15, 1912 in Book 58 Page 140, records of Jerome County, Idaho.

AND EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded July 1, 1954 in Book 153 Page 416 as Instrument Number 122801, and by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

PARCEL NO. 32

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 1: Lots 2, 3, 4, S½NE¼, SW¼, S½NW¼, and that part of Lot 1 lying South and West of the U Canal of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM that part of the SE¼NE¼ and Lot 1 of Section 1 deeded to the State of Idaho for a right of way for a public highway by Right of Way Deed dated April 22, 1953, recorded July 24, 1954 in Book 153 Page 428 as Instrument Number 122971, Jerome County records.

AND EXCEPTING THEREFROM a strip of land 30 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated July 3, 1912, recorded in Book 18 Page 18, Jerome County records.

AND EXCEPTING THEREFROM an additional strip of land 20 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated November 15, 1912, recorded December 16, 1912 in Book 58 Page 140, Jerome County records.

AND EXCEPTING THEREFROM that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , described as follows:

Beginning at the Northwest corner for Section 1 marked with a steel pin and survey cap, the TRUE POINT OF BEGINNING;

Thence South 89°28'33" East 662.18 feet along the Northerly boundary of Section 1 to the center of the Northside Canal Company "U-3" Canal;

Thence Southwesterly along the center of said Canal the following courses:

South 3°52'53" West 51.18 feet;

South 51°08'32" West 511.76 feet;

South 65°08'01" West 64.70 feet;

South 84°18'19" West 76.76 feet;

South 59°12'54" West 46.49 feet;

South 45°02'40" West 70.95 feet;

South 83°09'59" West 35.07 feet to the Westerly boundary of Section 1 and center of said Canal;

Thence North 0°02'36" East 491.18 feet along the Westerly boundary of Section 1 to the TRUE POINT OF BEGINNING.

PARCEL NO. 33

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 1: That part of the SE $\frac{1}{4}$ , described as follows:

Beginning at the East quarter corner of Section 1;

Thence North 89°32'57" West, 40.00 feet along the Northerly boundary of the SE $\frac{1}{4}$  of Section 1 to the Westerly Right-of-Way for the "Old S.H. 79" and THE TRUE POINT OF BEGINNING;

Thence South 0°07'35" East, 271.39 feet along said Highway Right-of-Way to the center of the North Side Canal Company "S" Canal;

Thence Westerly and downstream along the center of said Canal the following courses:

South 89°49'45" West, 134.02 feet;

South 68°23'23" West, 183.40 feet;

North 72°22'13" West, 54.56 feet;

South 71°32'18" West, 45.73 feet;

South 49°37'55" West, 100.00 feet;

South 70°01'26" West, 129.80 feet;

South 42°53'12" West, 520.58 feet;

Thence departing said centerline South 48°41'49" East 71.55 feet to a point on the Southerly bank of the North Side Canal Company "S-43" Lateral;

Thence along the Southerly bank of said Lateral the following courses:

South 46°20'14" West, 102.94 feet;

South 58°55'45" West, 55.17 feet;

North 82°17'40" West, 66.19 feet;

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North 62°48'53" West, 125.12 feet;  
North 82°06'42" West, 573.23 feet;  
South 55°18'00" West, 126.71 feet;  
South 67°45'12" West, 233.26 feet;  
Thence South 61°20'33" West, 580.68 feet along said Southerly bank of the S-43 Lateral and crossing said Lateral to the Westerly boundary of SE¼ of Section 1;  
Thence North 0°11'56" West, 1289.27 feet along said Westerly boundary of the SE¼ to the center quarter corner for Section 1;  
Thence South 89°32'57" East, 2598.61 feet along the Northerly boundary of SE¼ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 1: That part of the SE¼, described as follows:

Beginning at the Southeast corner of Section 1;  
Thence North 89°30'20" West, 40.00 feet along the Southerly boundary of Section 1 to the Westerly right of way of Old State Highway 79;  
Thence North 0°07'35" West, 300.00 feet along said Westerly right of way to THE TRUE POINT OF BEGINNING;  
Thence North 0°07'35" West, 1458.39 feet along said right of way;  
Thence North 89°30'20" West, 900.00 feet;  
Thence South 46°20'14" West, 102.94 feet;  
Thence South 58°55'45" West, 55.17 feet;  
Thence North 82°17'40" West, 66.19 feet;  
Thence North 62°48'53" West, 125.12 feet;  
Thence North 82°06'42" West, 573.23 feet;  
Thence South 55°18'00" West, 126.71 feet;  
Thence South 67°45'12" West, 233.26 feet;  
Thence South 61°20'33" West, 580.68 feet to the Westerly boundary of the SE¼;  
Thence South 0°11'56" East, 1349.93 feet along said Westerly boundary to the Southwest corner of SE¼;  
Thence South 89°30'20" East, 2435.36 feet along the Southerly boundary of Section 1;  
Thence North 0°07'35" West, 300.00 feet;  
Thence South 89°30'20" East, 160.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34A

Together with the following described easement 50.00 feet in width easement for the benefit of Parcel No. 6 for the purpose of passing over and across said easement with the end boom of a circular pivot irrigation machine, created by Warranty Deed dated April 15, 1987, recorded April 21, 1987 as Instrument Number 305473, Jerome County records, and in Survey recorded July 1, 1987 as Instrument Number 306636c, Jerome County records, described as follows:

Exhibit B - 24

Beginning at the South quarter corner of Section 1;  
Thence North 0°11'56" West, 1349.93 feet along the Westerly boundary of the SE¼ to the Southerly boundary of said 50.00 feet in width Easement;  
Thence Easterly along the Southerly boundary of said Easement the following courses:  
North 61°20'33" East, 580.68 feet;  
North 67°45'12" East, 233.26 feet;  
North 55°18'00" East, 126.71 feet to the end of said 50.00 feet in width Easement.

PARCEL NO. 35

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 2: SE¼NE¼; NE¼SE¼;

TRACT IV

PARCEL NO. 36

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 34: SE¼SE¼;

PARCEL NO. 37

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: SE¼SW¼; SW¼SE¼

PARCEL NO. 38

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: S½NW¼, EXCEPTING THEREFROM the following described parcel of land;

Commencing at the Southwest corner of the said S½NW¼;  
Thence South 89°52'05" East 269.70 feet along the Southerly boundary of said S½NW¼ to THE TRUE POINT OF BEGINNING;  
Thence South 89°52'05" East 1050.68 feet along the Southerly boundary of said S½NW¼;  
Thence North 0°05'26" West 82.89 feet;  
Thence North 78°34'38" West 17.30 feet;  
Thence North 53°54'47" West 683.71 feet;  
Thence South 36°28'11" West 375.19 feet;  
Thence South 70°11'32" West 274.06 feet;

Exhibit B - 25

Thence South 0°07'55" West 92.02 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 39

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: NW¼SE¼;

PARCEL NO. 40

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: W½SW¼;

EXCEPTING THEREFROM a parcel of land located in the Northwest Quarter of the Southwest Quarter described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35 which is the TRUE POINT OF BEGINNING;

Thence South 0°00'00" East, 712.98 feet along the West boundary of Section 35 to a point on said line and the mid line of an existing creek;

Thence North 49°33'11" East, 47.98 feet along the course of said creek to a point in said creek;

Thence North 4°09'56" East, 406.29 feet along the creek to a point in said creek;

Thence North 38°55'28" East, 154.12 feet along the creek to a point in said creek;

Thence North 32°10'49" East, 43.41 feet along the creek to a point in said creek.;

Thence North 40°04'13" East, 155.38 feet along the creek to a point on the mid section line of Section 35;

Thence North 89°46'51" West, 286.00 feet along said line to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: A tract of land located in the Northwest Quarter of the Southwest Quarter of described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35;

Thence along the North line of the Southwest quarter of Section 35 a measured bearing of South 89°47'11" East, (record South 89°46'51" East Doc. #184090) a distance of 286.00 feet to a point at the Northeast corner of corner of the property conveyed to Wesley J. and Shelli L. Scott by Gooding County Recorder's Document No. 184090, which is the TRUE POINT OF BEGINNING;

Thence continuing along the North line of the Southwest quarter of Section 35 South 89°47'11" East, a distance of 691.89 feet;

Thence South 00°12'49" West, a distance of 25.00 feet to the beginning of a curve concave to the Southeast having a radius of 1341.00 feet, a radial bearing of South 14°58'24" East, and being subtended by a chord which bears South 44°41'46" West 1354.38 feet;  
Thence Westerly, Southwesterly and Southerly along said curve, a distance of 1419.77 feet;  
Thence South 89°59'24" West, a distance of 25.00 feet to the West line of the Southwest quarter of Section 35;  
Thence North 00°00'36" West, a distance of 278.42 feet to the Southwest corner of aforementioned Scott property, being also the centerline of the North Side Canal Company Lateral W-9;  
Thence along the Southern and Eastern meandered canal centerline and the Easterly line of the Scott property the following courses and distances:  
North 49°32'35" East (record North 49°33'11" East, Document No. 184090), a distance of 47.98 feet;  
Thence North 04°09'20" East (record North 04°09'56" East, Document No. 184090), a distance of 406.29 feet;  
Thence North 38°54'52" East (record North 38°55'28" East, Document No. 184090), a distance of 154.12 feet;  
Thence North 32°10'13" East (record North 32°10'49" East, Document No. 184090), a distance of 43.41 feet;  
Thence North 40°03'37" East (record North 40°04'13" East, Document No. 184090), a measured distance of 155.35 feet (record 155.38 feet, Document No. 184090) to the POINT OF BEGINNING.

PARCEL NO. 41

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: That part of the NE¼SE¼, described as follows:

Starting at the Southeast corner of Section 35;  
Thence due North 1320 feet to THE TRUE POINT OF BEGINNING;  
Thence North 90°00'00" West (due West) 1320 feet;  
Thence North 00°00'00" East (due North) 660 feet;  
Thence North 90°00'00" East (due East) 724 feet;  
Thence North 00°00'00" East (due North) 147 feet;  
Thence North 90°00'00" East (due East) 150 feet;  
Thence North 00°00'00" East (due North) 176 feet;  
Thence North 90°00'00" East (due East) 446 feet;  
Thence South 00°00'00" East (due South) 983 feet, to THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM the following described parcel of land;

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE¼SE¼, THE TRUE POINT OF BEGINNING;  
Thence due North 208.71 feet;  
Thence due West 208.71 feet;  
Thence due South 208.71 feet;  
Thence due East 208.71 feet to THE TRUE POINT OF BEGINNING.

Exhibit B - 27

PARCEL NO. 42

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: SE $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  more particularly described as follows:

Commencing at the Southeast corner of said Section 35;  
Thence 400 feet North to the TRUE POINT OF BEGINNING;  
Thence West, 850 feet;  
Thence South, 400 feet;  
Thence East, 850 feet;  
Thence North, 400 feet to the TRUE POINT OF BEGINNING

PARCEL NO. 43

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows:

Commencing at the Southeast corner of said Section 35;  
Thence North 1320 feet;  
Thence North 90°00'00" West (due West) 1320 feet;  
Thence North 0°00'00" East (due North) 660 feet to THE TRUE POINT OF BEGINNING;  
Thence North 90°00'00" East (due East) 724 feet;  
Thence North 0°00'00" East (due North) 147 feet;  
Thence North 90°00'00" East (due East) 150 feet;  
Thence North 0°00'00" East (due North) 176 feet;  
Thence North 90°00'00" West (due West) 50 feet;  
Thence South 0°00'00" West (due South) 126 feet;  
Thence North 90°00'00" West (due West) 100 feet;  
Thence Southwesterly to THE TRUE POINT OF BEGINNING.

PARCEL NO. 44

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows:

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of  
the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , THE TRUE POINT OF BEGINNING;  
Thence due North 208.71 feet;  
Thence due West 208.71 feet;

Thence due South 208.71 feet;  
Thence due East 208.71 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 45

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 2: Part of the NW $\frac{1}{4}$  described as follows:

Beginning at the Southwest Corner of said NW $\frac{1}{4}$ ;  
Thence East to the center of said Section 2;  
Thence North along the half Section line 1236.50 feet to the South line of the Idaho Southern railroad right of way;  
Thence Northwesterly along the South line of said right of way to the West line of said NW $\frac{1}{4}$ ;  
Thence South along the West line thereof 1986 feet to THE POINT OF BEGINNING.

Section 2: That part of Lots 3 and 4 lying North of the South boundary of the abandoned Idaho Southern Railroad Grade.

EXCEPTING THEREFROM the East half of the Northeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 2, Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho.

PARCEL NO. 46

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 2: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;

EXCEPTING THEREFROM a tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence South 0°17'32" West a distance of 869.24 feet along the Easterly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence North 37°30'18" West a distance of 1017.03 feet;  
Thence North 0°47'39" East a distance of 64.42 feet to a point on the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence South 89°49'00" East a distance of 622.74 feet along the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  to THE TRUE POINT OF BEGINNING.

PARCEL NO. 47

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 2: Lot 1; Lot 2; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

All that portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$  lying North of the North line of the right of way of the Oregon Short Line Railroad Company.

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying on the Northeasterly side of the Union Pacific Railroad right of way, EXCEPTING THEREFROM that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  deeded to the State of Idaho for highway purposes contained in Warranty Deed dated March 30, 1972, as Instrument Number 39879, recorded April 7, 1972, Gooding County records.

All of that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying Northeasterly of the 100.00 foot right of way The Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and being more particularly described as follows:

Commencing at the Southeast corner of Section 2, Township 8 South, Range 15 East Boise Meridian; Thence North 89°23'01" West along the South line of said Section 2, a distance of 1,327.62 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 2;

Thence North 0°09' East along the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , a distance of 678.02 feet to a point in the Northeasterly right of way line of the Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and bears North 23°05'59" East - 203.00 feet from Station 1753+99.14 of Interstate 80N, Project No. I-80N-3(22)159 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being the REAL POINT OF BEGINNING;

Thence Northwesterly along said Northeasterly Railroad right of way line 1,669.14 feet to a point in the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 2;

Thence Easterly along said North line and the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , a distance of 1525.00 feet, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 0°19' West along the East line of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , a distance of 642.00 feet, more or less, to the REAL POINT OF BEGINNING.

PARCEL NO. 48

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 3: Lot 1 and all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , North of the Railroad right of way, and that part of Lot 3 lying South of the S-2 Coulee of the North Side Canal Company system as same was located on December 20, 1958.

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  lying North of the Union Pacific Railroad Right of Way.

PARCEL NO. 49

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

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Section 3: Lot 2, EXCEPTING THEREFROM a parcel of land described as follows;

Beginning at the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Thence South 89°49'00" East a distance of 245.71 feet along the Northerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Thence South 0°24'41" West a distance of 354.91 feet;  
Thence North 89°39'29" West a distance of 245.71 feet to a point on the Westerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Thence North 0°24'41" East a distance of 354.23 feet to the TRUE POINT OF BEGINNING.

#### TRACT V

Parcel No. 50:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  lying North of the Union Pacific Railroad; That part of the W $\frac{1}{2}$ NW $\frac{1}{4}$  lying North of the Union Pacific Railroad EXCEPT that portion deeded to the State of Idaho, described as follows:

Commencing at the West quarter corner of Section 15;  
Thence North 0°13'15" East along the West line of said Section 15, a distance of 1151.0 feet, more or less, to a point in the Northeasterly right-of-way line of the Union Pacific Railroad, North Side Branch and being THE REAL POINT OF BEGINNING;  
Thence Southeasterly along said Northeasterly railroad right-of-way line 171.0 feet, more or less, to a point that bears South 86°51'45" East, 100.0 feet from Station 52-16.19 of the County Road Survey of Grade Separation No. 3 as shown on the plans of said interstate 80N, Project No. I-80N-3(22)159, Highway Survey;  
Thence North 3°08'15" East, 279.98 feet to a point that bears South 89°34'19" East, 102.91 feet from Station 55-00 of said County Road Survey;  
Thence North 8°06'42" West, 362.22 feet to a point that bears North 83°35'15" East, 70.00 feet from station 58-42.03 of said County Road Survey;  
Thence North 11°12'17" West, 359.10 feet to a point that bears North 83°35'15" East, 40.00 feet from Station 61-99.88 of said County Road Survey;  
Thence North 5°42'43" West, 328.06 feet to a point that bears South 89°46'45" East from Station 65-31.55 of said County Road Survey;  
Thence North 89°46'45" West, 25.00 feet to a point in the West line of said Section 15 coincident with Station 65-31.55 of said County Road Survey;  
Thence South 0°13'15" West along said West line 1,283.85 feet to THE REAL POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  described as follows:

Beginning at the North quarter corner for Section 15, marked with a  $\frac{1}{2}$ " steel pin and survey cap, THE TRUE POINT OF BEGINNING;  
Thence North 89°35'12" West 443.07 feet along the Northerly boundary of Section 15;

Thence South 0°08'24" East 246.48 feet;  
Thence 84.16 feet along the arc of a curve left having a radius of 1304.61 feet and a chord of South 50°05'41" East 84.14 feet;  
Thence South 89°35'12" East 378.65 feet to the Easterly boundary of NE¼NW¼;  
Thence North 0°08'24" West 300.00 feet along the Easterly boundary of NE¼NW¼ to THE TRUE POINT OF BEGINNING.

Parcel No. 51:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 16: N½SW¼ and all that portion of the NW¼ lying South and West of Interstate I-84N (formerly I-80N).

Parcel No. 52:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 16: A parcel of land located in the NE¼, described as follows:

Commencing at the West quarter corner of said Section 16;  
Thence South 89°27'03" East along the South boundary of the NW¼ of Section 16 for a distance of 2639.92 feet to the center quarter corner of Section 16 and being THE TRUE POINT OF BEGINNING;  
Thence North 0°14'45" East along the West boundary of the NE¼ of Section 16 for a distance of 1279.89 feet to a point on the South right of way line of Interstate Highway I-84;  
Thence South 78°52'36" East along the South right of way line of Interstate Highway I-84 for a distance of 732.14 feet;  
Thence South 0°14'45" West parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.54 feet to a point on the South boundary of the NE¼ of Section 16;  
Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 719.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 53:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 16: A parcel of land located in the S½NE¼ described as follows:

Commencing at the East one quarter corner of said Section 16, from which the Northeast corner of said Section 16 bears North 00°13'16" East 2643.50 feet;  
Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 1252.10 feet to a point in the center of an irrigation lateral and being THE TRUE POINT OF BEGINNING;

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Thence continuing North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 668.41 feet;  
 Thence North 00°14'44" East parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.53 feet to a point on the Southerly right of way boundary of Interstate Highway I84N;  
 Thence South 78°52'36" East along the Southerly right of way boundary of Interstate Highway I84N for a distance of 1284.01 feet to a point in the center of an irrigation lateral;  
 Thence along the centerline of the irrigation lateral on the following courses:  
 South 09°27'26" West 83.69 feet to the point of curve of a curve right;  
 Southwesterly along the arc of the curve right for a distance of 106.41 feet to the point of tangent, said arc having a radius of 98.0 feet and a long chord bearing and distance of South 40°33'44" West, 101.25 feet;  
 South 71°40'02" West 180.99 feet to the point of curve of a curve left;  
 Southwesterly along the arc of the curve left for a distance of 114.91 feet to the point of tangent, said arc having a radius of 282.20 feet and a long chord bearing and distance of South 60°00'09" West 114.11 feet;  
 South 48°20'15" West 48.61 feet;  
 South 11°13'58" West 52.68 feet;  
 South 43°48'20" East 73.78 feet to the point of curve of a curve right;  
 Southerly along the arc of the curve right for a distance of 118.26 feet to the point of a reverse curve left, said arc having a radius of 73.0 feet and a long chord bearing and distance of South 02°36'18" West 105.75 feet;  
 Southwesterly along the arc of the curve left for a distance of 174.51 feet to the point of tangent, said arc having a radius of 285.02 feet and a long chord bearing and distance of South 31°28'30" West 171.80 feet;  
 South 13°56'03" West 50.89 feet;  
 South 08°36'58" West 71.47 feet to the point of curve of a curve right;  
 Southwesterly along the arc of the curve right for a distance of 34.88 feet to the point of tangent, said arc having a radius of 43.0 feet and a long chord bearing and distance of South 31°51'12" West 33.93 feet;  
 South 55°05'26" West 69.65 feet;  
 South 47°52'56" West 78.47 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 54:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
 JEROME COUNTY, IDAHO

Section 16: S½SW¼, NW¼SE¼; That part of the S½SE¼ lying West of the S-14 ditch of the North Side Canal Co.

EXCEPT that part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of Section 16;  
 Thence North 0°01'06" West, 33.00 feet along the Westerly boundary of said Section to THE TRUE POINT OF BEGINNING;  
 Thence South 89°43' East, 490.58 feet along a highway right of way;  
 Thence North 26°50'37" West, 171.72 feet;

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Thence North 44°14'51" West, 120.47 feet;  
Thence South 87°57'54" West, 89.03 feet;  
Thence South 72°09'44" West, 162.32 feet;  
Thence South 62°30'11" West, 68.24 feet;  
Thence North 88°06'40" West, 25.00 feet to the Westerly boundary of Section 16;  
Thence South 0°01'06" East, 153.52 feet along the Westerly boundary of Section 16 to THE TRUE POINT OF BEGINNING.

Parcel No. 55:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: That part of the NE¼, described as follows:

Beginning at the Southeast corner of Section 17;  
Thence North 0°03' West, 2640.00 feet along the Easterly boundary of Section 17 to the East quarter corner of Section 17, THE TRUE POINT OF BEGINNING;  
Thence North 0°03' West, 1326.15 feet along the Easterly boundary of Section 17 to the Northeast corner of the SE¼NE¼;  
Thence North 0°03' West, 385.94 feet along the Easterly boundary of Section 17 to the Southeast corner of that certain parcel of land deeded to the State of Idaho by Vernon L. Miller and Lila Fern Miller, husband and wife, dated April 7, 1971, recorded June 11, 1971 in Book 182 Page 2264 as Instrument Number 189675, Jerome County records;  
Thence Northwesterly along the boundary of said parcel the following courses and distances;  
Thence South 89°57' West, 25.00 feet;  
Thence North 57°23'18" West, 85.28 feet;  
Thence North 27°27'34" West, 60.00 feet;  
Thence North 18°30'11" East, 105.16 feet to a point in the Southerly boundary of Interstate Highway I-80N right of way, Idaho Department of Highways Project I-80N-3(22) 159, Section A;  
Thence North 71°29'49" West, 572.69 feet along said Interstate right of way to a point on the Easterly bank of the Northside Canal Company "S" Coulee;  
Thence South 19°38'32" West, 644.92 feet to a point on the Easterly bank of said coulee;  
Thence South 58°46'54" West, 296.21 feet along the Easterly bank of said coulee to a point in the Northerly boundary of S½NE¼;  
Thence North 89°42'24" West, 974.07 feet along the Northerly boundary of S½NE¼;  
Thence South 0°04'14" East, 504.10 feet;  
Thence North 86°20'17" West, 560.10 feet to a point in the Westerly boundary of the NE¼, Section 17 and the Westerly bank of the "S" Coulee;  
Thence South 0°04'14" East, 852.34 feet along the Westerly boundary of the NE¼ to the center quarter corner of Section 17;  
Thence South 89°38'59" East, 2637.23 feet along the Southerly boundary of the NE¼ to THE TRUE POINT OF BEGINNING.

EXCEPT the South 300 feet thereof.

Parcel No. 56:

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TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Parcel No. 57:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

EXCEPTING THEREFROM that portion Deeded to the State of Idaho by Deed recorded February 26, 1969 in Book 182 Page 1215 as Instrument Number 179834, Jerome County records.

Parcel No. 58:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: That part of the SE $\frac{1}{4}$ , described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$  of said Section 17;  
Thence South 0°03'00" East, 660.00 feet along the Easterly boundary of said SE $\frac{1}{4}$  to THE TRUE POINT OF BEGINNING;  
Thence North 89°39'17" West, 2637.00 feet to the Westerly boundary of said SE $\frac{1}{4}$ ;  
Thence South 0°04'14" East, 660.23 feet along said Westerly boundary to the Southwest corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Thence South 89°39'33" East, 1318.38 feet along the Southerly boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$  to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence South 0°03'37" East, 448.54 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  to the center of an irrigation canal;  
Thence along the center of said irrigation canal the following courses and distances:  
Thence North 55°05'19" East, 43.75 feet;  
Thence North 75°47'27" East, 110.63 feet;  
Thence North 60°28'17" East, 119.71 feet;  
Thence South 62°41'23" East, 135.65 feet;  
Thence North 68°05'17" East, 92.00 feet;  
Thence South 82°54'07" East, 72.22 feet;  
Thence North 64°32'42" East, 122.43 feet;  
Thence South 83°28'24" East, 200.01 feet;  
Thence South 71°05'53" East, 219.31 feet;  
Thence South 56°42'15" East, 108.34 feet;  
Thence South 33°36'27" East, 53.65 feet;  
Thence South 59°50'56" East, 105.52 feet;  
Thence South 39°40'46" East, 102.40 feet to the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

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Thence North 0°03'00" West, 1303.45 feet along said Easterly boundary to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: That part of the  $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$ , described as follows:

Beginning at the Northeast corner of the  $SE\frac{1}{4}$  of said Section 17, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence South 0°03'00" East along the East boundary of said  $SE\frac{1}{4}$ , 412.19 feet;

Thence North 89°39'17" West, 2637.08 feet to a point on the West boundary of said  $SE\frac{1}{4}$ ;

Thence North 0°04'14" West along the West boundary of said  $SE\frac{1}{4}$ , 412.42 feet to the Northwest corner of the  $SE\frac{1}{4}$ ;

Thence South 89°38'59" East along the North boundary of said  $SE\frac{1}{4}$ , 2637.23 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: That part of the  $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$ , described as follows:

Commencing at the Northeast corner of the  $SE\frac{1}{4}$  of said Section 17;

Thence South 0°03'00" East, 412.19 feet along the Easterly boundary of said  $SE\frac{1}{4}$  to THE TRUE POINT OF BEGINNING;

Thence North 89°39'17" West, 2637.08 feet to the Westerly boundary of said  $SE\frac{1}{4}$ ;

Thence South 0°04'14" East, 247.81 feet along the Westerly boundary of said  $SE\frac{1}{4}$  to the Southwest corner of the  $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$ ;

Thence South 89°39'17" East, 2637.00 feet along the Southerly boundary of said  $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$  to a point on the Easterly boundary of said  $SE\frac{1}{4}$ ;

Thence North 0°03'00" West, 247.81 feet along the Easterly boundary of said  $SE\frac{1}{4}$  to THE TRUE POINT OF BEGINNING.

Parcel No. 59:

TOWNSHIP 8 SOUTH RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: That part of  $SE\frac{1}{4}NE\frac{1}{4}$ , and that part of the  $SW\frac{1}{4}NE\frac{1}{4}$  more particularly described as follows:

Commencing at the East Quarter corner of Section 20 which is THE TRUE POINT OF BEGINNING;

Thence South 89°47'40" West, 2636.38 feet to a point which is the Center of said Section 20;

Thence Northeasterly 4285.17 feet along a 1320.00 foot Radius Arc to the right; Tangent 25, 180.23, Delta 186°00'06", with a Chord length of 2636.38 feet and a Chord Bearing of North 89°47'40: East to THE TRUE POINT OF BEGINNING.

Parcel No. 60:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

TRACT VI

Parcel No. 61:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Lot 1 and NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  AND

The West 335 feet of SW $\frac{1}{4}$  of the NE $\frac{1}{4}$

EXCEPT a tract conveyed to Appleton Highway District in deed recorded January 23, 1917 in Book 7  
Deeds Page 151, described as follows:

Beginning at a point on the Section line 100 feet East of the North Quarter corner of Section 19,

Thence South 25 feet to station one;

Thence East 75 feet to station two;

Thence South 45° West 219.2 feet to Station three;

Thence North 75 feet to Station four;

Thence North 45 degrees East 113.1 feet to station one, stations 3 and 4 are 20 feet East of the Half  
Section line.

AND EXCEPT the following described tract:

Beginning at the Northwest corner of said Section 19;

Thence South 89°51' East along the North boundary of Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$  for a distance of 1138.9  
feet;

Thence South 0°07' West for a distance of 505.0 feet;

Thence South 17°52' West for a distance of 149.4 feet to the center line of "S" Coulee of the North  
Side Canal Co., as presently constructed;

Thence following said Coulee centerline the following distances and courses:

Thence North 84°32' West, 112.3 feet;

Thence South 52°35' West , 216.9 feet;

Thence South 36°09' West , 261.3 feet;

Thence South 67°06' West, 77.5 feet;

Thence South 83°51' West, 359.3 feet;

Thence North 67°32' West, 93.4 feet;

Thence North 52°01' West for a distance of 174.5 feet to the West line of Lot 1, Section 19;

Thence North along said West line for a distance of 907.2 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the North 20 feet of the West 335 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ .

TRACT B TWIN FALLS COUNTY

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
TWIN FALLS COUNTY, IDAHO

Section 3: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

That part of the N½ lying North of the Northerly boundary of the right-of-way of the Union Pacific Railroad Company crossing said Section 3, said Northerly boundary of said right-of-way being 50 feet North of a line described as follows:

Beginning on the East boundary line of said Section 3 at a point 1686.3 feet South of the Northeast corner;

Thence North 69°53' West for 2611.0 feet to the point of a one degree curve to the left;

Thence following said curve for 1366.7 feet;

Thence North 83°33' West for 1516.2 feet, more or less, to a point on the West boundary of said Section 3, which line is 303.9 feet South of the Northwest corner of said Section 3.

Tract No. 2:

Commencing at the East ¼ corner of Section 3; Thence North 00°00'07" East along the East boundary of the NE¼ for a distance of 40.69 feet, which point shall be the Point of Beginning;

Thence North 89°23'12" West for a distance of 264.66 feet;

Thence North 00°21'06" East for a distance of 349.46 feet;

Thence North 49°16'14" East for a distance of 87.67 feet to a point on the arc of a curve left;

Thence Northwesterly along the arc of the curve left for a distance of 682.16 feet to a point on the South right-of-way boundary of U.S. Highway 30; said arc having a radius of 713.00 feet and a chord bearing and distance of North 16°19'48" West 656.44 feet;

Thence South 70°08'14" East along the South right-of-way boundary of U.S. Highway 30 for a distance of 404.74 feet to a point on the East boundary of the NE¼ of said Section 3;

Thence South 00°00'07" West along the East boundary of the NE¼ of said Section 3 for a distance of 901.93 feet to the Point of Beginning.

Tract No. 3:

Railroad right-of-way

Tract No. 4:

That portion deeded to the State of Idaho by Warranty Deed recorded March 21, 1968 as Instrument No. 586788, records of Twin Falls County, Idaho.

TRACT C JEROME COUNTY ADDITIONAL

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,  
IDAHO

Section 17: The South three hundred feet (300') of that part of the NE $\frac{1}{4}$ , described as follows:

Beginning at the Southeast corner of Section 17;

Thence North 0°03' West, 2640.00 feet along the Easterly boundary of Section 17 to the East quarter corner of Section 17, THE TRUE POINT OF BEGINNING;

Thence North 0°03' West, 1326.15 feet along the Easterly boundary of Section 17 to the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence North 0°03' West, 385.94 feet along the Easterly boundary of Section 17 to the Southeast corner of that certain parcel of land deeded to the State of Idaho by Vernon L. Miller and Lila Fern Miller, husband and wife, dated April 7, 1971, recorded June 11, 1971 in Book 182 Page 2264 as Instrument Number 189675, Jerome County records;

Thence Northwesterly along the boundary of said parcel the following courses and distances:

Thence South 89°57' West, 25.00 feet;

Thence North 57°23'18" West, 85.28 feet;

Thence North 27°27'34" West, 60.00 feet;

Thence North 18°30'11" East, 105.16 feet to a point in the Southerly boundary of Interstate Highway I-80N right of way, Idaho Department of Highways Project I-80N-3(22) 159, Section A;

Thence North 71°29'49" West, 572.69 feet along said Interstate right of way to a point on the Easterly bank of the Northside Canal Company "S" Coulee;

Thence South 19°38'32" West, 644.92 feet to a point on the Easterly bank of said coulee;

Thence South 58°46'54" West, 296.21 feet along the Easterly bank of said coulee to a point in the Northerly boundary of S $\frac{1}{2}$ NE $\frac{1}{4}$ ;

Thence North 89°42'24" West, 974.07 feet along the Northerly boundary of S $\frac{1}{2}$ NE $\frac{1}{4}$ ;

Thence South 0°04'14" East, 504.10 feet;

Thence North 86°20'17" West, 560.10 feet to a point in the Westerly boundary of the NE $\frac{1}{4}$ , Section 17 and the Westerly bank of the "S" Coulee;

Thence South 0°04'14" East, 852.34 feet along the Westerly boundary of the NE $\frac{1}{4}$  to the center quarter corner of Section 17;

Thence South 89°38'59" East, 2637.23 feet along the Southerly boundary of the NE $\frac{1}{4}$  to THE TRUE POINT OF BEGINNING.

TRACT D ADDITIONAL GOODING COUNTY

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 30: Part of the SW $\frac{1}{4}$ , described as follows:

Beginning at the Southwest corner of Section 30 in Township 7 South, Range 16 E.B.M., said corner marked by a 5/8" rebar;

Thence South 89°44'59" East (South 89°49'35" East, Rec.) along the South line of Section 30 for a distance of 965.47 feet to a 1/2" rebar which shall be THE POINT OF BEGINNING;

Thence North 00°15'01" East (North 0°10'25" East, Rec.) for a distance of 25.00 feet to a 1/2" rebar;

Thence along a non-tangent curve to the right for a distance of 1365.40 feet (1359.21', Rec.) to a ½" rebar, said curve having a radius of 1333.71 feet, a delta angle of 58°39'26", and a long chord bearing of North 45°58'31" West, for a distance of 1306.54 feet;

Thence North 89°55'54" West (South 89°59'36" West, Rec.) for a distance of 25.00 feet to a ½" rebar on the West line of Section 30;

Thence North 00°04'06" East along said section line for a distance of 115.67 feet;

Thence along a non-tangent curve to the left for a distance of 1628.21 feet (1627.74', Rec.) to the South line of Section 30, said curve having a radius of 1330.14 feet, a delta angle of 70°08'07", and a long chord bearing of South 46°38'33" East, for a distance of 1528.45 feet;

Thence North 89°44'59" West along said Section line for a distance of 147.10 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCEL 1A, PARCEL 1B AND 3, DESCRIBED AS FOLLOWS:

PARCEL 1A

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 35: That part of the NW¼SE¼, described as follows:

Commencing at a 5/8 inch steel pin marking the Southeast corner of the SE¼ of said Section 35; Thence along the East line of said SE¼, North 00°27'30" East, a distance of 1321.23 feet (North, 1320 feet, Record) to a ½ inch steel pin with a plastic cap imprinted PLS 884 marking the Southeast corner of the NE¼SE¼ of said Section 35, being also the Southeast corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Robert W. and Dawn Marie Dunn (Grantees);

Thence along the South line of said NE¼SE¼, and along the South line of said described Dunn parcel, North 89°19'08" West, a distance of 1319.99 feet (due West, 1320 feet, Record) to the Southwest corner of said NE¼SE¼, being also the Southwest corner of said described Dunn parcel;

Thence along the West line of said NE¼SE¼, and along the West line of said described Dunn parcel, North 00°28'04" East, a distance of 660.49 feet (due North, 660 feet, Record) to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking the Southwest corner of the N½NE¼SE¼ of said Section 35, being also the Northwest corner of said described Dunn parcel, and being also the most Westerly corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Magic Valley Dairy Supplies, Inc. (Grantees), and being also THE POINT OF BEGINNING of this land description;

Thence along the West line of said NE¼SE¼, and along the West line of said described Dunn parcel, South 00°28'04" West (due South, Record), a distance of 35.89 feet;

Thence along said fence, South 74°14'44" West, a distance of 6.09 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 set near a fence corner post, being the most Southerly remnant of a legal division fence established by an Agreement between Eldon Gale and Joyce Knudsen (first party) and A.N. and Leona Ambrose (second party), and recorded in the Gooding County Recorder's Office on November 12, 1974 as Instrument No. 052345;

Thence along said legal division fence, North 00°46'56" East, a distance of 489.37 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;

Thence South 89°19'47" East, a distance of 3.16 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking the point of intersection with the West line of the NE¼SE¼ of said Section 35; Thence along said West line, South 00°28'04" West, a distance of 451.77 feet to THE POINT OF BEGINNING.

PARCEL 1B

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 35: That part of the NE¼SE¼, described as follows:

Commencing at a 5/8 inch steel pin marking the Southeast corner of the SE¼ of said Section 35; Thence along the East line of said SE¼, North 00°27'30" East, a distance of 1321.23 feet (North 1320 feet, Record) to a ½ inch steel pin with a plastic cap imprinted PLS 884 marking the Southeast corner of the NE¼SE¼ of said Section 35, being also the Southeast corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Robert W. and Dawn Marie Dunn (Grantees);

Thence along the South line of said NE¼SE¼, and along the South line of said described Dunn parcel, North 89°19'08" West, a distance of 1319.99 feet (due West, 1320 feet, Record) to the Southwest corner of said NE¼SE¼, being also the Southwest corner of said described Dunn parcel;

Thence along the West line of said NE¼SE¼, and along the West line of said described Dunn parcel, North 00°28'04" East, a distance of 660.49 feet (due North, 660 feet, Record) to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking the Southwest corner of the N½NE¼SE¼ of said Section 35, being also the Northwest corner of said described Dunn parcel, and being also the most Westerly corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Magic Valley Dairy Supplies, Inc. (Grantees), and being also the POINT OF BEGINNING of this land description;

Thence along the Southerly line of said described Magic Valley Dairy Supplies parcel, North 75°25'03" East (Northeasterly, Record), a distance of 715.55 feet to a point;

Thence along an existing fence, South 71°11'57" West, a distance of 72.29 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;

Thence continuing along said fence, South 71°23'19" West, a distance of 320.66 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;

Thence continuing along said fence, South 74°14'44" West, a distance of 332.97 feet to the point of intersection with the West line of said NE¼SE¼, being also the West line of said described Dunn parcel;

Thence along the West line of said NE¼SE¼, and along the West line of said described Dunn parcel, North 00°28'04" East (due North, Record), a distance of 35.89 feet to THE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 35: That part of the NE¼SE¼, described as follows:

Commencing at a 5/8 inch steel pin marking the Southeast corner of the SE¼ of said Section 35; Thence along the East line of said SE¼, North 00°27'30" East, a distance of 1321.23 feet (North, 1320 feet, Record) to a ½ inch steel pin with a plastic cap imprinted PLS 884 marking the Southeast corner of the NE¼SE¼ of said Section 35, being also the Southeast corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Robert W. and Dawn Marie Dunn (Grantees);

Thence along the South line of said NE¼SE¼, and along the South line of said described Dunn parcel, North 89°19'08" West, a distance of 1319.99 feet (due West, 1320 feet, Record) to the Southwest corner of said NE¼SE¼, being also the Southwest corner of said described Dunn parcel;

Thence along the West line of said NE¼SE¼, and along the West line of said described Dunn parcel, North 00°28'04" East, a distance of 660.49 feet (due North, 660 feet, Record) to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking the Southwest corner of the N½NE¼SE¼ of said Section 35, being also the Northwest corner of said described Dunn parcel, and being also the most Westerly corner of a parcel of land described in a Warranty Deed between Eldon Gale and Joyce Knutson (Grantors) and Magic Valley Dairy Supplies, Inc. (Grantees);

Thence along the Southerly line of said described Magic Valley Dairy Supplies parcel, North 75°25'03" East (Northeasterly, Record) a distance of 715.55 feet;

Thence along an existing fence, North 71°11'57" East, a distance of 140.77 feet to the point of intersection with the most Northern Westerly line of said described Magic Valley Dairy Supplies parcel, being also the POINT OF BEGINNING of this land description;

Thence along said Westerly line, North 00°27'38" East (due North, Record), a distance of 88.03 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking the Northwest corner of the most Northerly line of said described Magic Valley Dairy Supplies parcel;

Thence along said Northerly line, South 89°19'39" East (due North, Record), a distance of 50.00 feet to the Northeast corner of said described Magic Valley Dairy Supplies parcel, being also the Northwest corner of the most Northerly line of said described Dunn parcel;

Thence along the most Northerly line of said Dunn parcel, South 89°19'39" East, a distance of 4.37 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;

Thence along an existing fence line, South 04°26'56" West, a distance of 70.72 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 set near a fence corner;

Thence along an existing fence, South 71°11'57" West, a distance of 52.38 feet to THE POINT OF BEGINNING.

TRACT E (McREITS)

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: SE¼SW¼; SW¼SE¼;

Section 20: NE¼NW¼; NW¼NW¼; SW¼NW¼;

EXCEPTING THEREFROM that part of the NE¼NW¼, described as follows:

Beginning at the North quarter corner for Section 20;

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Thence South 0°01'14" West, 33.00 feet along the Easterly boundary of NE¼NW¼ to the Southerly boundary of Old State Highway 25, THE TRUE POINT OF BEGINNING;  
Thence North 89°39' West, 1026.58 feet along said boundary;  
Thence Southeasterly 1634.78 feet along a curve right having a radius of 1320.00 feet and a chord of South 42°02'35" East, 1532.29 to the Easterly boundary of NE¼NW¼;  
Thence North 0°01'14" East, 1131.67 feet along the Easterly boundary of NE¼NW¼ to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: SE¼NW¼;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: S½SW¼; W½NE¼SW¼;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: NW¼SW¼; NW¼SE¼;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 20: S½SE¼; That part of the NE¼SE¼ lying South of the J-3 Lateral of the North Side Canal Company, Ltd.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: SE¼NE¼;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: E½SE¼, EXCEPTING THEREFROM the following described parcel of land;

Beginning at a point 25 feet North and 25 feet West of the Southeast corner of said SE¼SE¼;  
Thence running Westerly parallel with the South boundary of said SE¼SE¼ and along the North boundary of State Highway No. 25, 276 feet;  
Thence running Northerly parallel with the East boundary of said SE¼SE¼, 40 feet;  
Thence running Northeasterly, 355 feet to a point 263 feet North of THE POINT OF BEGINNING;  
Thence running Southerly parallel with the said East boundary, 263 feet, to THE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows;

Beginning at a point 25 feet North and 25 feet West of the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence running Westerly parallel with the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  and along the North  
boundary of State Highway No. 25, 276 feet;  
Thence running Northerly parallel with the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , 40 feet;  
Thence running Northeasterly, 355 feet to a point 263 feet North of THE POINT OF BEGINNING;  
Thence running Southerly parallel with the said East boundary, 263 feet, to THE POINT OF  
BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: NW $\frac{1}{4}$ NE $\frac{1}{4}$  lying South of the S-19 Canal of the North Side Canal Company, Ltd.

SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , EXCEPT the North 20 feet thereof;  
N $\frac{1}{2}$ SE $\frac{1}{4}$ ; North 25 acres of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: The East 985 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Together with a strip of land 20 feet in width along the North side of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and together with  
a strip of land 20 feet in width along the North side of the West 335 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ .

Section 19: Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Thence South 0°04'00" East, 750.94 feet along the East boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  to THE TRUE  
POINT OF BEGINNING;  
Thence continuing South 0°04'00" East, 150.00 feet along the East boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

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Thence North 89°46'24" West, 290.40 feet;  
Thence North 0°04'00" West, 150.00 feet;  
Thence South 89°46'24" East, 290.40 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOGETHER WITH an easement for septic tank and drain field as set forth in Warranty Deed dated July 19, 1983, recorded July 19, 1983 as Instrument Number 102372, Gooding County records, described as follows:

Commencing at the Northeast corner of said NE¼NE¼;  
Thence South 0°04'00" East, 750.94 feet along the East boundary of the NE¼NE¼;  
Thence North 89°46'24" West, 170.00 feet to THE TRUE POINT OF BEGINNING;  
Thence North 89°46'24" West, 60.00 feet;  
Thence North 0°04'00" West, 30.00 feet;  
Thence South 89°46'24" East, 60.00 feet;  
Thence South 0°04'00" East, 30.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: NW¼SE¼, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southeast corner of the NW¼SE¼, which point shall be known as THE TRUE POINT OF BEGINNING;  
Thence North along the East boundary of the NW¼SE¼, 466.70 feet;  
Thence West parallel to the South boundary of the NW¼SE¼, 466.70 feet;  
Thence South parallel to the East boundary of the NW¼SE¼, 466.70 feet to the South boundary of the NW¼SE¼;  
Thence East along the South boundary of the NW¼SE¼, 466.70 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5

An EASEMENT for ingress and egress 50.00 feet wide as created by Warranty Deed dated July 8, 1988, recorded July 8, 1988 as Instrument Number 132776, Gooding County records and in Quitclaim Deed dated July 9, 1988, recorded August 18, 1988 as Instrument Number 133259, Gooding County records, located within a portion of W½SE¼ of Section 18, Township 8 South, Range 16, East Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the Southeast corner of said SW¼SE¼;  
Thence North along the East boundary of SW¼SE¼, 1,320.00 feet, more or less, to the Northeast corner of SW¼SE¼;  
Thence North along the East boundary of the NW¼SE¼, 466.70 feet;

Thence West 50.00 feet;  
Thence South parallel to and 50.00 feet West of the East boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ , 466.70 feet to the South boundary of NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence South parallel to and 50.00 feet West of the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 1320.00 feet, more or less, to the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence East along the South boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 50.00 feet to THE POINT OF BEGINNING.

PARCEL NO. 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 18: That part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows:

Commencing at the Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , which point shall be known as THE TRUE POINT OF BEGINNING;  
Thence North along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , 466.70 feet;  
Thence West parallel to the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , 466.70 feet;  
Thence South parallel to the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , 466.70 feet to the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence East along the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , 466.70 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7

An easement for ingress and egress 50.00 feet wide for the benefit of Parcel 4 as set forth in Deed recorded June 30, 1994 as Instrument Number 157682, Gooding County records, described as follows:

Beginning at the Southeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence North along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 1320.00 feet, more or less, to the Northeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence West along the North boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 50.00 feet;  
Thence South parallel to and 50.00 feet West of the East boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 1320.00 feet, more or less, to the South boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence East along the South boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$ , 50.00 feet to THE POINT OF BEGINNING.

PARCEL NO. 8

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 24: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

PARCEL NO. 9

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows:

Commencing at the Northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , THE TRUE POINT OF BEGINNING;  
Thence East along the North line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 208.71 feet;  
Thence South parallel with the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 208.71 feet;  
Thence West parallel with the North line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 208.71 feet to a point on the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North along the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 208.71 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 10

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 17: S $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ;

PARCEL NO. 11

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
GOODING COUNTY, IDAHO

Section 19: The South 15 acres of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

TRACT F (ADDITIONAL GOODING PARCEL - Part of Main Dairy)

Parcel No. 1:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 25: A parcel of land located in the Southeast Quarter of the Southwest Quarter, described as follows:

Commencing at the South Quarter of Section 25, which is the TRUE POINT OF BEGINNING;  
Thence North 89°49'00" West, 188.00 feet along the South Section line of Section 25 to a point in said line;  
Thence North 0°11'00" East, 296.90 feet to a point;  
Thence South 89°49'00" East, 188.00 feet to a point on the East line of the Southeast Quarter of the Southwest Quarter;  
Thence South 0°11'00" West, 296.90 feet along said line to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot county road easement on the South boundary.

Parcel No. 2:

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TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 25: A parcel of land located in the Southeast Quarter of the Southwest Quarter, described as follows:

Commencing at the South Quarter corner of Section 25;  
Thence North 89°49'00" West, 188.00 feet along the South Section line of Section 25 to the TRUE POINT OF BEGINNING;  
Thence North 89°49'00" West, 683.69 feet continuing along said South line to a point on said line;  
Thence Northeasterly along a left 1388.00 foot radius curve 581.67 feet with a chord bearing of North 59°14'27" East and a chord length of 577.42 feet to a point;  
Thence North 89°49'00" East, 188.44 feet to a point;  
Thence South 0°11'00" East, 296.90 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot county road easement on the South boundary.

TRACT G (Additional Jerome Parcel - Myers)

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,  
IDAHO

Section 20: W½NE¼; SE¼NE¼;

EXCEPTING THEREFROM that part of the SE¼NE¼ and that part of the SW¼NE¼, more particularly described as follows:

Commencing at the East Quarter corner of Section 20 which is THE TRUE POINT OF BEGINNING;  
Thence South 89°47'40" West, 2636.38 feet to a point which is the center of said Section 20;  
Thence Northeasterly 4285.17 feet along a 1320.00 foot Radius arc to the right; Tangent 25, 180.23, Delta 186°00'06", with a Chord Length of 2636.38 feet and Chord Bearing of North 89°47'40" East to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,  
IDAHO

Section 20: Part of the NE¼NW¼, more particularly described as follows:

Beginning at the North Quarter corner for Section 20;  
Thence South 0°01'14" West, 33.00 feet along the Easterly boundary of NE¼NW¼ to the Southerly boundary of Old State Highway 25, THE TRUE POINT OF BEGINNING;  
Thence North 89°39' West, 1026.58 feet along said boundary;

Thence Southeasterly 1634.78 feet along a curve right having a Radius of 1320.00 feet and a Chord of South 42°02'35" East, 1532.29 feet to the Easterly boundary of NE¼NW¼;  
Thence North 0°01'14" East, 1131.67 feet along the Easterly boundary of NE¼NW¼ to THE TRUE POINT OF BEGINNING.

#### TRACT H

Parcel No. 1  
(Additional Jerome Parcel - Dairy #3)

TOWNSHIP 7 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY,  
IDAHO

Section 23: That part of the NW¼SW¼, described as follows:

Beginning at the West quarter corner for Section 23, THE TRUE POINT OF BEGINNING;  
Thence South 0°18'50" East, 917.23 feet along the Westerly boundary of Section 23;  
Thence South 89°54'51" East, 25.00 feet to the beginning of a non-tangent curve right;  
Thence Northeasterly along a curve right, 1291.54 feet, having a radius of 1365.31 feet and a chord of North 44°23'13" East, 1243.92 feet;  
Thence North 0°18'50" West, 26.96 feet to the Northerly boundary of SW¼, Section 23;  
Thence North 89°54'51" West, 900.00 feet along said Northerly boundary to THE TRUE POINT OF BEGINNING.

Parcel No. 2  
(Additional Gooding parcel - Dairy #5 and #6)

The Northeast Quarter of the Northeast Quarter of Section 18, Township 8 South, Range 16 East of the Boise Meridian, Gooding County, Idaho.

EXCEPT tract for Highway purposes as set forth in Deed dated June 11, 1969, recorded August 8, 1969 as microfilmed Instrument No. 29536, EXCEPT tract for Highway purposes as set forth in Deed dated June 11, 1969, recorded August 8, 1969 as microfilmed Instrument No. 29537, Records of Gooding County, Idaho.

AND EXCEPT a portion of Section 18, Township 8 South, Range 16 East of the Boise Meridian, that part of the Northeast quarter of the Northeast quarter described as follows:

Commencing at the Northeast corner of said Section 18 coincident with Station 38+81.40 of the County Approach Road Survey of Grade Separation No. 2 as shown on the plans of said Interstate 80 North, Projection No. I-80 North-3(22)159, Highway Survey;  
Thence North 89°56'40" West along the North line of the Northeast Quarter of the Northeast Quarter of said Section 18, a distance of 47.00 feet, more or less, to a point that bears North 89°32'11" West, 46.85 feet from Station 38+81.07 of said County Road Survey and being the REAL POINT OF BEGINNING;

Thence continuing North  $89^{\circ}56'40''$  West along said North line 909.44 feet, more or less, to a point that bears North  $27^{\circ}51'49''$  East, 81.95 feet from Station 12+86.01 of said County approach Road Survey;

Thence South  $0^{\circ}03'20''$  West, 30.00 feet to a point that bears North  $27^{\circ}51'49''$  East, 55.41 feet from Station 13+00 of said County Approach Road Survey;

Thence South  $58^{\circ}34'21''$  East, 247.98 feet to a point in a line parallel with and 40.00 feet Northeasterly from the centerline and opposite State 15+47.50 of said County Approach Road Survey;

Thence along said last parallel line as follows: Southeasterly and Northeasterly along a 369.26 feet radius curve left, 291.52 feet to a point opposite State 18+70.59 of said County Approach Road Survey;

North  $72^{\circ}37'49''$  East, 445.47 feet to a point opposite Station 23+16.06 of said County Approach Road Survey;

Thence North  $9^{\circ}00'06''$  West leaving said last parallel line, 52.08 feet to the REAL POINT OF BEGINNING.

AND EXCEPT a parcel of land being on the Southerly side of the existing County Approach Road Survey of Grad Separation No. 2 as shown on the plans of Interstate 80 North, Project No. I-80 North-3(22)159 Highway Survey thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Northeast Quarter of the Northeast Quarter of Section 18, Township 8 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, described as follows;

Commencing at the Northeast corner of Section 18, coincident with Station 38-81.40 of the County Road Survey of Grade Separation No. 2 as shown on the plans of said Interstate 80 North project No. I-80 North-3(22)159, Highway Survey;

Thence South  $0^{\circ}27'49''$  West along the East line of the Northeast Quarter of the Northeast Quarter of said Section 18, a distance of 131.40 feet to a point coincident with Station 37+50 of said County Road Survey;

Thence North  $89^{\circ}32'11''$  West, 25.00 feet to a point in a line parallel with and 40.00 feet Southeasterly from the centerline and opposite State 23+04.25 of the County Approach Road Survey of Grade Separation No. 2 as shown on the plans of said Highway Survey and being THE REAL POINT OF BEGINNING;

Thence along said parallel line as follows: South  $72^{\circ}37'49''$  West, 433.66 feet to a point opposite Station 18+70.59 of said County Approach Road Survey, Southeasterly and Northwesterly along a 449.26 foot radius curve right, 354.68 feet to a point opposite Station 15+47.50 of said County Approach Road Survey, North  $62^{\circ}08'11''$  West, 281.50 feet to a point opposite Station 12+66.00 of said County Approach Road Survey;

Thence North  $75^{\circ}40'15''$  West leaving said parallel line, 298.43 feet to a point in the West line of said Northeast Quarter of the Northeast Quarter and bears South  $1^{\circ}15'49''$  West, 28.96 feet from Station 9+47.34 of said County Approach Road Survey;

Thence South  $0^{\circ}25'$  West along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 400.0 feet, more or less, to a point in the centerline of the S-19 Canal;

Thence Easterly along said Canal centerline, 1300.0 feet, more or less, to a point in the Westerly right of way line of an existing North and South County road;

Thence Northerly along said existing Westerly right of way line, 20.0 feet, more or less, to THE REAL POINT OF BEGINNING.

AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 18: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , described as follows:

Beginning at the Northeast corner for Section 18;  
Thence South 0°04'12" East, 142.96 feet along the Westerly boundary of Section 18 to the center of the Northside Canal Company "S-19" Canal and THE TRUE POINT OF BEGINNING;  
Thence South 0°04'12" East, 425.25 feet along the Easterly boundary of Section 18;  
Thence North 89°25'58" West, 352.23 feet along an existing fence;  
Thence South 0°12'50" West, 17.39 feet along said fence;  
Thence North 87°23'05" West, 26.94 feet along said fence;  
Thence South 33°07'52" West, 120.56 feet along said fence;  
Thence North 89°16'46" West, 88.74 feet along said fence;  
Thence North 42°35'00" West, 34.91 feet along said fence;  
Thence North 1°32'53" East, 73.12 feet along said fence;  
Thence North 75°34'00" East, 38.72 feet along said fence;  
Thence North 4°08'18" West, 214.94 feet along said fence to the center of the "S-19" Canal;  
Thence along the center of said "S-19" Canal the following courses:  
North 81°49'13" East, 106.63 feet;  
North 70°32'22" East, 89.05 feet;  
North 64°24'05" East, 265.33 feet;  
North 61°57'49" East, 118.01 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 3

(Additional Gooding parcel - Dairy #5 and #6)

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 18: Being all that certain tract or parcel of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and being more particularly described by metes and bounds as follows:

Commencing at the South quarter corner of the aforementioned Section 18;  
Thence North 00°01'23" East, 324.76 feet along and with the center of section line to the Southwest corner and THE POINT OF BEGINNING of the herein described tract;  
Thence North 00°01'23" East, 993.00 feet continuing along and with the center of section line to the Northwest corner of the herein described tract;  
Thence South 89°47'20" East, 995.21 feet to the Northeast corner of the herein described tract;  
Thence South 00°01'24" East, 993.00 feet to the Southeast corner of the herein described tract;  
Thence North 89°47'20" West, 996.02 feet to THE POINT OF BEGINNING.

TOGETHER WITH an easement to provide access to the above parcel, described as follows:

Exhibit B - 51

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY,  
IDAHO

Section 18: Being all that certain tract or parcel of land 20 feet in width (being the most Easterly 20 feet of a 1.31 tract) for the purpose of ingress-egress, situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , being more particularly described by metes and bounds as follows:

Commencing at the South quarter corner of the aforementioned Section 18;  
Thence South 89°43'27" East, 976.29 feet along and with the South section line  
to the Southwest corner and THE POINT OF BEGINNING of the herein described tract;  
Thence North 00°01'24" West, 325.87 feet to the Northwest corner of the herein described tract;  
Thence South 89°47'20" East, 20.00 feet to the Northeast corner of the herein described tract;  
Thence South 00°01'24" East, 325.89 feet to the Southeast corner of the herein described tract;  
Thence North 89°43'27" West, 20.00 feet to THE POINT OF BEGINNING.

**EXHIBIT C  
TO  
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING**

**SPECIFIC EQUIPMENT AND FIXTURES**

---

**DAIRY EQUIPMENT LIST**

**Main Dairy Parlor 1 - (X60) Parallel Barn**

|                                                                    |                           |
|--------------------------------------------------------------------|---------------------------|
| 2 – DCI Vertical Milk Tanks - 20,000 gallons each                  | SN# JC0124 - A/JC0124 - B |
| 1 – Vertical Water Storage Tank - Approx. 20,000 gallons           |                           |
| 1 – Westfalia Surge Chilling Plate                                 | SN# BB - 544              |
| 1 – Westfalia Surge Koolway Chiller Unit                           |                           |
| 1 – Air Force Vacuum Pumps/Motors – 30 HP                          |                           |
| 2 – Milk Receivers with 4" Milk Lines                              |                           |
| 120 –ACR 3 Westfalia Surge Milking Units - Auto Takeoffs/Backflush |                           |
| 120 –Germania Pulsators with Controller Units                      |                           |
| 120 –Turner Parallel Stalls                                        |                           |
| 2 – Air Compressed automatic Crowd Gates                           |                           |
| 1 – Hot Water Storage Tank - 750 gallon                            |                           |
| 2 – Kaeser SK - 15 Compressors                                     | SN#1007 (One Only)        |
| 2 – Mueller Hot Water Heaters – 100 gallons each                   |                           |
| 2 – AO Smith & Bock Hot Water Heaters – 100 gallons each           |                           |
| 1 – Backup Generator - Kohler 350 - 444 KVA                        | SN# 067022                |

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

**Main Dairy Parlor 2 - (X - 60) Parallel Barn**

|                                                                    |                           |
|--------------------------------------------------------------------|---------------------------|
| 1 – DCI Vertical Milk Tanks - 20,000 gallons each                  | SN# JG00023 - A/JG00023 - |
| B 1 – Vertical Water Storage Tank - Approx. 20,000 gallons         |                           |
| 1 – Westfalia Surge Chilling Plate                                 | SN# BB - 507              |
| 1 – Westfalia Surge Koolway Chiller Unit                           |                           |
| 1 – Air Force Vacuum Pumps/Motors – 30 HP                          |                           |
| 2 – Milk Receivers with 4" Milk Lines                              |                           |
| 120 –ACR 3 Westfalia Surge Milking Units - Auto Takeoffs/Backflush |                           |
| 120 –Germania Pulsators with Controller Units                      |                           |
| 120 –Turner Parallel Stalls                                        |                           |
| 2 – Air Compressed automatic Crowd Gates                           |                           |
| 1 – Hot Water Storage Tank - 750 gallons                           |                           |
| 2 – Kaeser SK - 15 Compressors                                     | SN#1679/1484              |
| 2 – Mueller Hot Water Heaters – 100 gallons each                   |                           |

Exhibit C

- 2 – AO Smith & Bock Hot Water Heaters – 100 gallons each
- 1 – Backup Generator - Cummings – 438 KVA

SN# 1892269980

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

#### Commodity Processing Facility

- 3 - Automated Feed Boxes
- 1 – Backup Generator – Kohler 1600 – 1250 KVA

SN#'s  
SN# 278402

#### Cross Vent Barn# 1

- 1 – Backup Generator – Kohler 1600 – 2000 KVA

SN# 361887

#### Cross Vent Barn# 2

- 1 – Backup Generator – Kohler 1600 – 2000 KVA

SN# 603319

### IRRIGATION EQUIPMENT LIST

- 1 - 150 HP US Electric Vertical Electric Motor SN# Not readable
- 1 - Hollowshaft Vertical Pump SN# 28749
- 1 50 HP North American Elec. Vertical Electric Motor (Variable Speed) SN# 1701014
- 1 - VertiLine Vertical Pump (Variable Speed) SN# 18 - 80606
- 1 - 200 HP US Motors Vertical Electric Motor SN# CC1006903
- 1 - WelLine Vertical Pump SN# LP96165
- 1 - 60 HP AA Newman Vertical Electric Motor SN# 1245202
- 1 - Winroath Vertical Pump SN# Unknown
- 1 - 50 HP North American Elec. Vertical Electric Motor SN# 1408043
- 1 - VertiLine Vertical Pump SN# 16 - 79665
- 1 - 50 HP North American Elec. Vertical Electric Motor SN# 1501080
- 1 - 10 HP Landmark Vertical Electric Motor (Pump submersible) SN# 1609011
- 1 - 250 HP US Motors Vertical Electric Motor SN# C1006461
- 1 - Layne & Bowler Vertical Pump SN# 44904
- 1 - 200 HP General Electric Vertical Electric Motor SN# FJJ627112
- 1 - Layne & Bowler Vertical Pump SN# 45254
- 1 - 60 HP North American Elec. Vertical Electric Motor SN# 1407025
- 1 - VertiLine Vertical Pump SN# 16 - 79737
- 1 - 50 HP US North American Elec. Vertical Electric Motor SN# 1411027
- 1 - VertiLine Vertical Pump SN# 16 - 79738
- 1 - 50 HP US Electric Motors Vertical Electric Motor ID# D07 - S313A - M
- 1 - Layne & Bowler Vertical Pump SN# Unknown
- 1 - 200 HP US Electric Motors Vertical Electric Motor SN# C1006695
- 1 - Paco Vertical Pump SN# Unknown
- 1 - 100 HP General Electric Vertical Electric Motor (Variable Speed) SN# BBJ216141
- 1 - Layne & Bowler Vertical Pump (Variable Speed) SN# 18 - 80206

### Exhibit C

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| 1 - 125 HP General Electric Vertical Electric Motor      | SN# CKJ320103       |
| 1 - Layne & Bowler Vertical Pump                         | SN# 45468           |
| 1 - 200 HP AA Rotating Apparatus Vertical Electric Motor | SN# CKJ320103       |
| 1 - Layne & Bowler Vertical Pump                         | SN# 45336           |
| 1 - 200 HP US Electric Motors Vertical Electric Motor    | ID#C2694 - 03 - 173 |
| 1 - Layne & Bowler Vertical Pump                         | SN# 15487           |
| 1 - 125 HP North American Elec. Vertical Electric Motor  | SN# 1412016         |
| 1 - VertiLine Vertical Pump                              | SN# 16 - 79663      |
| 1 - 250 HP General Electric Vertical Electric Motor      | SN# EKJ501127       |
| 1 - VertiLine Vertical Pump                              | SN# V74 - 00470     |
|                                                          |                     |
| 1 - Zimmatic 9 - Tower Center Pivot with end Nozzle      |                     |
| 1 - Reinke 9 - Tower Center Pivot with end Nozzle        |                     |
| 6 - Zimmatic 8 - Tower Center Pivots with end Nozzle's   |                     |
| 2 - Zimmatic 8 - Tower Center Pivots                     |                     |
| 1 - Reinke 8 - Tower Center Pivot                        |                     |
| 2 - Reinke 6 - Tower Center Pivots                       |                     |
| 1 - Zimmatic 4 - Tower Center Pivot                      |                     |
| 1 - Giffy 4 - Tower Center Pivot                         |                     |
| 1 - Reinke 4 - Tower Sweep Pivot                         |                     |
| 1 - Valley 4 - Tower Sweep Pivot                         |                     |
| 1 - Zimmatic 3 - Tower Center Pivots with end Nozzle's   |                     |
| 1 - Reinke 3 - Tower Center Pivot with end Nozzle        |                     |
| 1 - Reinke 3 - Tower Sweep Pivots                        |                     |
| 1 - Zimmatic 2 - Tower Center Pivot                      |                     |
| 2 - Reinke 2 - Tower Sweep Pivots with end nozzle's      |                     |
| 1 - Reinke 2 - Tower Sweep Pivot with Linear extension   |                     |
| 1 - ¼ Mile Wheel Lines                                   |                     |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pump and electric motor. This includes all electric control panels, wiring and switches. Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

## IRRIGATION EQUIPMENT LIST

### Benson Dairy - Farm Irrigation Equipment List

|                                                                   |                      |
|-------------------------------------------------------------------|----------------------|
| 1 - 30 HP North American Vertical Electric Motor (Variable Speed) | SN# 1509053          |
| 1 - VertiLine Vertical Pump (Variable Speed)                      | SN# 16 - 79342       |
| 1 - 40 HP Baldor Horizontal Electric Motor                        | SN# Z1308140062      |
| 1 - Paco Horizontal Pump                                          | SN# Not readable     |
| 1 - 40 HP US Electric Motors Horizontal Electric Motor            | SN# 365JPY           |
| 1 - Goulds Horizontal Pump                                        | SN# Not readable     |
| 1 - 150 HP US Electric Motors Vertical Elec. Motor                | ID# C2688 - 01 - 847 |
| 1 - VertiLine - Vertical Pump                                     | SN# Unknown          |
| 1 - 40 HP General Electric Horizontal Electric Motor              | SN# 60026243         |

Exhibit C

|                                                          |                       |
|----------------------------------------------------------|-----------------------|
| 1 - Peerless Horizontal Pump                             | SN# Unknown           |
| 1 - 75 HP General Electric Vertical Electric Motor       | SN# JKJ911481         |
| 1 - Layne & Bowler Vertical Pump                         | SN# Unknown           |
| 1 - 25 HP US Electric Horizontal Electric Motor          | ID# F0201068599       |
| 1 - Goulds Horizontal Pump                               | SN# LP02062           |
| 1 - 50 HP US Motors Electric Vertical Electric Motor     | SN# 9001012           |
| 1 - WellLine Vertical Pump                               | SN# T82112            |
| 1 - 25 HP US Electric Horizontal Electric Motor          | ID# F0301068730       |
| 1 - Goulds Horizontal Pump                               | SN# LP02061           |
| 1 - 250 HP AA Rotating Apparatus Vertical Electric Motor | SN# 80004823          |
| 1 - Unknown Vertical Pump                                | SN# Unknown           |
| 1 - 50 HP Nidec Motor Corp. Vertical Electric Motor      | ID# U027552087 - 0047 |
| 1 - VertiLine Vertical Pump                              | SN# V74 - 01659       |
| 1 - 100 HP AA Rotating Apparatus Vertical Electric Motor | SN# 80005245          |
| 1 - Aurora Vertical Pump                                 | SN# 4576 - 4          |
|                                                          |                       |
| 1 - Zimmatic 11 - Tower Center Pivot                     |                       |
| 4 - Reinke 8 - Tower Center Pivot with end - Nozzle's    |                       |
| 1 - Zimmatic 8 - Tower Center Pivot                      | SN# LE1546            |
| 1 - Zimmatic 7 - Tower Center Pivot with end - Nozzle    |                       |
| 1 - Zimmatic 6 - Tower Corner Pivot w end - Nozzle       |                       |
| 1 - Zimmatic 5 - Tower Center Pivots with end - Nozzle's |                       |
| 1 - Reinke 4 - Tower Swing Pivot                         |                       |
| 1 - Valley 4 - Tower Swing Pivot                         |                       |
| 2 - Reinke 3 - Tower Center Pivots with end Nozzle's     |                       |
| 1 - Rain Cat 3 - Tower Sweep Pivot                       |                       |
| 1 - Zimmatic 2 - Tower Center Pivot                      |                       |
| 1 - Zimmatic 2 - Tower Swing Pivot                       |                       |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pump and electric motor. This includes all electric control panels, wiring and switches. Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

### DAIRY EQUIPMENT LIST

#### Benson Dairy Parlor - (X50) Parallel Barn

|                                               |                             |
|-----------------------------------------------|-----------------------------|
| - 15,000 gallons each                         | 2 - DCI Vertical Milk Tanks |
|                                               | SN#'s C - 98 - D5326A       |
|                                               | C - 98 - D5326B             |
| 1 - Vertical Water Storage Tank 8,000 gallons |                             |
| 1 - ThermaLine Chilling Plate                 | SN# 4242                    |
| 1 - Pro Chiller Unit                          | SN# 812440398               |
| 1 - Finder Vacuum Pumps/Motors - 40 HP        | SN# 970360912               |
| 1 - Gardner Denver Compressor - 40 HP         | SN# S417988                 |

Exhibit C

- 2 – Quincy Northwest Compressors – 20 HP each
- 1 – Milk Receivers with 4" Milk Lines
- 100 – Westfalia Surge Milking Units - Auto Takeoffs/Backflush
- 100 – Germania Pulsators with Controller Units
- 100 – Turner Parallel Stalls
- 2 – Air Compressed automatic Crowd Gates
- 2 – Wheeler Hot Water Storage Tanks - 750 gallons each SN#14054
- 2 – Bock & AO Smith Hot Water Heaters – 100 gallons each
- 4 – Russell Condenser Unit Fans
- 1 – Cummings Onan Backup Generator - 437.5 KVA SN# 33046

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

## **IRRIGATION EQUIPMENT LIST**

### **Buhl Farm Irrigation Equipment List**

#### **Lagoon - Pumps & Motors 10S - 15E Sect. 03**

- |                                                        |                |
|--------------------------------------------------------|----------------|
| 1 - 15 HP North American Vertical Electric Motor       | SN# 15110559   |
| 1 - Paco Vertical Pump                                 | SN# Unknown    |
| 1 - 30 HP Century Vertical Electric Motor              | SN# 286JP      |
| 1 - Cornell Vertical Pump                              | SN# 53837      |
| 1 - 40 HP US Electric Motors Vertical Electric Motor   | SN# 42F60X2361 |
| 1 - Cornell Vertical Pump                              | SN# 1196461200 |
| 1 - 30 HP Baldor Vertical Electric Motor               | SN# 39P023W960 |
| 1 - Cornell Vertical Pump                              | SN# 13659      |
| 1 - 40 HP US Electric Motors Vertical Electric Motor   | SN# 324TCZ     |
| 1 - Cornell Vertical Pump                              | SN# 84021      |
|                                                        |                |
| 1 - Zimmatic 7 - Tower Center Pivots with end - Nozzle |                |
| 1 - Zimmatic 6 - Tower Center Pivot with end - Nozzle  |                |
| 1 - Zimmatic 5 - Tower Center Pivot with end - Nozzle  |                |
| 2 - Zimmatic 3 - Tower Center Pivot & Sweep Pivot      |                |
| 1 - Approximately 1,775 lin. ft. gated pipe            |                |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed turbine pumps and electric motors. This includes all electric control panels, wiring and switches. Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

## **IRRIGATION EQUIPMENT LIST**

### **McReits Dairy Irrigation Equipment List**

#### **Canal & Lagoons - Pumps & Motors**

- |                                            |                 |
|--------------------------------------------|-----------------|
| 1 - 15 HP Baldor Horizontal Electric Motor | SN# F1906255651 |
|--------------------------------------------|-----------------|

Exhibit C

|                                                                          |                    |
|--------------------------------------------------------------------------|--------------------|
| 1 - Berkley Horizontal Pump                                              | SN# M21698         |
| 1 - 20 HP Baldor Horizontal Electric Motor                               | SN# Z1204050116    |
| 1 - Berkley Horizontal Pump                                              | SN# M21690         |
| 1 - 30 HP Baldor Horizontal Electric Motor (Variable Speed)              | SN# Z1605130927    |
| 1 - Berkley Horizontal Pump (Variable Speed)                             | SN# Not readable   |
| 1 - 50 HP General Electric Vertical Electric Motor (Variable Speed)      | SN# FSJ611314      |
| 1 - Layne & Bowler Vertical Pump (Variable Speed)                        | SN# Unknown        |
| 1 - 60 HP General Electric Vertical Electric Motor                       | SN# YEG473253      |
| 1 - WelLine Vertical Pump                                                | SN# LP91050        |
| 1 - 20 HP Baldor Horizontal Electric Motor                               | SN# C1805150942    |
| 1 - Cornell Horizontal Pump                                              | SN# 19684          |
| 1 - 40 HP North American Elec. Vertical Electric Motor                   | SN# 1205007        |
| 1 - VertiLine Vertical Pump                                              | SN# 14 - 79125     |
| 1 - 10 HP North American Elec. Vertical Electric Motor                   | SN# 1007002        |
| 1 - VertiLine Vertical Pump                                              | SN# 16 - 79909     |
| 1 - 100 HP North American Elec. Vertical Electric Motor (Variable Speed) | SN# 1504022        |
| 1 - VertiLine Vertical Pump                                              | SN# 16 - 79689     |
| 1 - 10 HP Baldor Horizontal Electric Motor (Variable Speed)              | SN# F150608357     |
| 1 - Berkley Horizontal Pump                                              | SN# M23912         |
| 1 - 200 HP AA Apparatus Vertical Electric Motor (Variable Speed)         | SN# HJJH29312      |
| 1 - VertiLine Vertical Pump                                              | SN# 73 - 06533     |
| 1 - 60 HP US Electric Motors Vertical Electric Motor (Variable Speed)    | SN# R04R035R151R   |
| 1 - WelLine Vertical Pump                                                | SN# LP88220        |
| 1 - 60 HP General Electric Vertical Electric Motor (Variable Speed)      | SN# 60026221       |
| 1 - WelLine Vertical Pump                                                | SN# LP88221        |
| 1 - 60 HP Baldor Horizontal Electric Motor (Variable Speed)              | SN# F1406105816    |
| 1 - Berkley Vertical Pump                                                | SN# 1123879        |
| 1 - HP Horizontal Electric Motor (Not Accessible)                        | SN# Not accessible |
| 1 - Cornell Vertical Pump                                                | SN# 1226654        |
| 1 - 30 HP Baldor Horizontal Electric Motor                               | SN# F1409156126    |
| 1 - Berkley Horizontal l Pump                                            | SN# M24910         |
| 1 - 25 HP North American Elec. Vertical Electric Motor                   | SN# 1602009        |
| 1 - VertiLine Vertical Pump                                              | SN# 17 - 79999     |

#### **Deep Well - Pumps & Motors**

|                                                          |                |
|----------------------------------------------------------|----------------|
| 1 - 150 HP General Electric Vertical Electric Motor      | SN# 53035360   |
| 1 - Layne & Bowler Vertical Pump                         | SN# LP15066    |
| 1 - 100 HP US Electric Motors Vertical Electric Motor    | SN# 84 - 02751 |
| 1 - Layne & Bowler Vertical Pump                         | SN# 81322      |
| 6 - Zimmatic 8 - Tower Center Pivots w end - Nozzle's    |                |
| 1 - Valley 8 - Tower Center Pivot with end - Nozzle      |                |
| 1 - Zimmatic 7 - Tower Center Pivot with end - Nozzle    |                |
| 1 - Zimmatic 4 Tower Center Pivot                        |                |
| 2 - Zimmatic 4 - Tower Sweep Pivots                      |                |
| 1 - Lockwood 4 - Tower Sweep Pivot                       |                |
| 4 - Zimmatic 3 - Tower Center Pivots with end - Nozzle's |                |

Exhibit C

- 4 - Zimmatic 3 - Tower Sweep Pivots
- 2 - Valley 3 - Tower Sweep Pivots
- 1 - Reinke 2 - Tower Sweep Pivot

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pump and electric motor. This includes all electric control panels, wiring and switches. Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

## **DAIRY EQUIPMENT LIST**

### **McReits Dairy Parlor 1 - (X23) Parallel Barn**

- |                                                              |                    |
|--------------------------------------------------------------|--------------------|
| 1 - DCI Vertical Milk Tank - 10,000 gallons                  | SN# 89 - D - 39017 |
| 1 - Dari - Kool Horizontal Milk Tank 4,000 gallons           | SN# 52201          |
| 1 - Vertical Water Storage Tank                              |                    |
| 1 - Dari - Kool Chilling Plate                               | SN# C4297467       |
| 1 - Dari - Kool Chilling Unit                                | SN# 4019882        |
| 1 - Westfalia Surge Vacuum Pumps/Motors - 20 HP              | SN# Z0806061056    |
| 2 - Milk Receivers with 4" Milk Lines                        |                    |
| 46 - Westfalia Surge Milking Units - Auto Takeoffs/Backflush |                    |
| 46 - Germania Pulsators with Controller Units                |                    |
| 46 - Turner Parallel Stalls                                  |                    |
| 2 - Air Compressed automatic Crowd Gates                     |                    |
| 1 - Hot Water Storage Tank - 500 gallon                      |                    |
| 4 - AO Smith & 3 - Bock Hot Water Heaters - 100 gallons each |                    |
| 1 - T30 Ingersoll - Rand Air Compressor - 25 HP each         | SN# NAR10009600    |
| 2 - Dari - Kool Blizzard Compressors                         | SN# 12D60908R      |
| 1 - Russell Condenser Unit Fans                              |                    |
| 1 - Backup Generator - Caterpillar - 234 KW                  | SN# 85705478       |

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

### **McReits Dairy Parlor 2 - (X50) Parallel Barn**

- |                                                               |                   |
|---------------------------------------------------------------|-------------------|
| 1 - DCI Vertical Milk Tanks - 10,000 gallons each             | SN# JS4128/JC0025 |
| 1 - Vertical Water Storage Tank 8,000 gallons                 |                   |
| 1 - Surge Chilling Plate                                      | SN# BB - 474      |
| 2 - Milk Receivers with 4" Milk Lines                         |                   |
| 100 - WestFalia Surge Milking Units - Auto Takeoffs/Backflush |                   |
| 100 - WestFalia Pulsators with Controller Units               |                   |
| 100 - Turner Parallel Stalls                                  |                   |
| 2 - Air Compressed automatic Crowd Gates                      |                   |
| 2 - AirForce Vacuum Pumps 20 HP each                          |                   |
| 1 - Koolway Chiller Unit                                      |                   |
| 1 - Rogers KI Series Air Compressor 20 HP                     | SN# 1706522158    |

Exhibit C

|                                                   |             |
|---------------------------------------------------|-------------|
| 1 – Kaeser SK15 Air Compressor 20 HP              | SN# 1020    |
| 1 – Hot Water Storage Tank - 500 gallons          |             |
| 1 – Bock Hot Water Heaters – 100 gallons each     |             |
| 1 – AO Smith Water Heater 100 gallons             |             |
| 1 – Mueller Hot Water Heater 100 gallons          |             |
| 4 – Russell Condenser Unit Fans                   |             |
| 1 – Backup Generator - Caterpillar 3412 – 650 KVA | SN# 38S1438 |

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

**McReits Dairy Parlor 3 - (X50) Parallel Barn**

|                                                               |                   |
|---------------------------------------------------------------|-------------------|
| 1 – Mueller Vertical Milk Tanks - 15,000 gallons each         | SN# 339878/339879 |
| 1 – Vertical Water Storage Tank                               |                   |
| 1 – Surge Chilling Plate                                      | SN# BB - 474      |
| 2 – Milk Receivers with 4" Milk Lines                         |                   |
| 100 – WestFalia Surge Milking Units - Auto Takeoffs/Backflush |                   |
| 100 – WestFalia Pulsators with Controller Units               |                   |
| 100 – Turner Parallel Stalls                                  |                   |
| 2 – Air Compressed automatic Crowd Gates                      |                   |
| 1 – Koolway Chiller Unit                                      |                   |
| 2 – Westfalia Surge Vacuum Pumps                              |                   |
| 2 – Rogers KI Series Air Compressor 20 HP each                | SN# 1806522780    |
| 1 – Kaeser SK15 sigma Air Compressor 20 HP                    | SN# 1017          |
| 1 – Hot Water Storage Tank - 500 gallons                      |                   |
| 2 – Bock Hot Water Heaters – 100 gallons each                 |                   |
| 2 – Mueller Hot Water Heater 100 gallons                      |                   |
| 4 – Russell Condenser Unit Fans                               |                   |
| 1 – Backup Generator - Allis - Chalmers – 220 KVA             | SN# 14 - 04558    |

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

**IRRIGATION EQUIPMENT LIST**

**Freeway Dairy**

|                                                         |                    |
|---------------------------------------------------------|--------------------|
| 1 - 30 HP Nidec Motor Corp. Vertical Electric Motor     | ID# 7572894 - 0001 |
| 1 - Layne & Bowler Vertical Pump                        | SN# LP03045        |
| 1 25 HP US Motors Vertical Electric Motor               | SN# 284TPA         |
| 1 - Westline Vertical Pump                              | SN# LP13054        |
| 1 - 30 HP AA Rotating Apparatus Vertical Electric Motor | SN# 0006529S       |
| 1 - Cornell Vertical Pump                               | SN# Unknown        |
| 1 - 25 HP AA Rotating Apparatus Vertical Electric Motor | SN# 0005442S       |
| 1 - VertiLine Vertical Pump                             | SN# LP15053        |
| 1 - 10 HP Marathon Horizontal Electric Motor            | SN# A15040B - 55   |
| 1 - Cornell Horizontal Pump                             | SN# 63631          |

Exhibit C

|                                                         |                            |
|---------------------------------------------------------|----------------------------|
| 1 - 30 HP Baldor Horizontal Electric Motor              | SN# C1805150942            |
| 1 - Cornell Horizontal I Pump                           | SN# 19684                  |
| 1 - 40 HP Baldor Horizontal Electric Motor              | SN# Z1710011017            |
| 1 - Berkley Horizontal Pump                             | SN# Not readable           |
| 1 - 20 HP Baldor Horizontal Electric Motor              | SN# Z1709260047            |
| 1 - Berkley Horizontal Pump                             | SN# Not readable 1 - 25 HP |
| US Electric Motors Vertical Electric Motor              | SN# 6210 - 22J             |
| 1 - Layne & Bowler Vertical Pump                        | SN# Unknown                |
|                                                         |                            |
| 2 - Zimmatic 8 - Tower Center Pivots                    |                            |
| 1 - Reinke 7 - Tower Center Pivot with end - Nozzle     |                            |
| 1 - Valley 7 - Tower Center Pivot wit end - Nozzle      |                            |
| 2 - Zimmatic 6 - Tower Center Pivot with end - Nozzle's |                            |
| 2 - Zimmatic 3 - Tower Sweep Pivot                      |                            |
| 1 - Valley 3 - Tower Sweep Pivot                        |                            |
| 1 - Reinke 3 - Tower Center Pivots                      |                            |
| 2 - ¼ Mile Wheel Lines                                  |                            |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pump and electric motor. This includes all electric control panels, wiring and switches.  
 Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

1 - New - 7 Tower Zimmatic Center Pivot with end Nozzle.  
 2 - Used - 3 Tower Valley Sweep Pivot  
 3 - New - 3 Tower Zimmatic Sweep Pivot

### **DAIRY EQUIPMENT LIST**

#### **Freeway Dairy Parlor 1 - (X40) Parallel Barn**

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
| 1 - Mueller Vertical Milk Tank - 10,000 gallons                    | SN# 204205   |
| 1 - Dari - Kool Horizontal Milk Tank - 5,000 gallons               | SN# 31336    |
| 1 - Vertical Water Storage Tank                                    |              |
| 1 - Westfalia Surge Chilling Plate                                 | SN# BB - 815 |
| 1 - Koolway semi - hermetic Chiller Unit                           |              |
| 1 - Kaeser SK15 S - 460 Vacuum Pumps/Motors - 30 HP                |              |
| 2 - Milk Receivers with 4" Milk Lines                              |              |
| 80 - ACR 3 Westfalia Surge Milking Units - Auto Takeoffs/Backflush |              |
| 80 - Germania Pulsators with Controller Units                      |              |
| 80 - Turner Parallel Stalls                                        |              |
| 2 - Air Compressed automatic Crowd Gates                           |              |
| 1 - Hot Water Storage Tank - 750 gallon                            |              |
| 3 - Mueller Hot Water Heaters - 100 gallons each                   |              |
| 2 - Russell Condenser Unit Fans                                    |              |
| 1 - Backup Generator - Caterpillar - 205 KVA                       | SN# 5EA05671 |

Exhibit C

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

**Freeway Dairy Parlor 2 - (X20) Parallel Barn**

|                                                              |                |
|--------------------------------------------------------------|----------------|
| 1 - Mueller Vertical Milk Tank - 10,000 gallons              | SN# 281018     |
| 1 - Dari - Kool Horizontal Milk Tank - 3,000 gallons         | SN# 24983      |
| 1 - 8,000 - gallon Vertical Water Storage Tank               |                |
| 1 - Westfalia Surge milk chiller Plate                       | SN# BB - 681   |
| 2 - Milk Receivers with 4" Milk Lines                        |                |
| 40 - Westfalia Surge Milking Units - Auto Takeoffs/Backflush |                |
| 40 - Westfalia Pulsators with Controller Units               |                |
| 40 - Turner Parallel Stalls                                  |                |
| 2 - Air Compressed automatic Crowd Gates                     |                |
| 1 - Kaeser SM15 Vacuum Pump/Motor 20 HP                      |                |
| 1 - Mueller Chiller Unit                                     | SN# C - 27432  |
| 2 - Hot Water Storage Tank - 500 gallons each                |                |
| 2 - AO Smith Hot Water Heaters - 100 gallons each            |                |
| 2 - Russell Condenser Unit Fans                              |                |
| 1 - Backup Generator - Onan 250 DYB - 312 KVA                | SN# 25 - 05248 |

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

**IRRIGATION EQUIPMENT LIST**

**L & B Dairy - Farm Irrigation Equipment List**

|                                                                         |                      |
|-------------------------------------------------------------------------|----------------------|
| 1 - 20 HP Baldor Horizontal Electric Motor                              | SN# Z1504200394      |
| 1 - Berkley - Horizontal Pump                                           | SN# 11273            |
| 1 - 20 HP Baldor Horizontal Electric Motor                              | SN# Z1807251412      |
| 1 - Berkley Horizontal Pump                                             | SN# 11272            |
| 1 - 150 HP US Electric Motors Vertical Electric Motor                   | SN# 85 - 11374       |
| 1 - VertiLine Vertical Pump                                             | SN# 15 - 79212       |
| 1 - 75 HP North American Electric Vertical Elec. Motor (Variable Speed) | SN# 1412013          |
| 1 - VertiLine - Vertical Pump (Variable Speed)                          | SN# 16 - 79843       |
| 1 - 15 HP Hollowshaft Vertical Electric Motor                           | SN# 0610176          |
| 1 - Goulds Vertical Pump                                                | SN# LP07033          |
| 1 - 15 HP US Electric Vertical Electric Motor                           | SN# 5150595          |
| 1 - Goulds Vertical Pump                                                | SN# LP05082          |
| 1 - 150 HP US Electric Vertical Electric Motor                          | SN# C2688 - 01 - 498 |
| 1 - VertiLine Vertical Pump                                             | SN# 81390            |
| 1 - 100 HP General Electric Vertical Electric Motor                     | SN# JKJ911156        |
| 1 - VertiLine Vertical Pump                                             | SN# 37570219         |
| 1 - 50 HP US Electric Vertical Electric Motor                           | ID# D07 - S313A - M  |
| 1 - Goulds Vertical Pump                                                | SN# LP02093          |
| 1 - 50 HP Newman Vertical Electric Motor                                | SN# V1005906         |

Exhibit C

|                                                         |                 |
|---------------------------------------------------------|-----------------|
| 1 - Goulds Vertical Pump                                | SN# LP02092     |
| 1 - 150 HP General Electric Vertical Electric Motor     | SN# DJJ404161   |
| 1 - VertiLine Vertical Pump                             | SN# Unknown     |
| 1 - 40 HP Marathon Horizontal Electric Motor            | SN# 324JP       |
| 1 - Paco Horizontal Pump                                | SN# RH93B0105   |
| 1 - 150 HP US Motors Vertical Electric Motor            | SN# 071301      |
| 1 - VertiLine Vertical Pump                             | SN# V74 - 04432 |
|                                                         |                 |
| 1 - Reinke 8 - Tower Center Pivot with Linear Extension |                 |
| 1 - Zimmatic 8 - Tower Center Pivot                     |                 |
| 1 - Zimmatic 7 - Tower Center Pivot with end - Nozzle   | SN# L87646      |
| 1 - Lockwood 6 - Tower Corner Pivot                     |                 |
| 2 - Reinke 6 - Tower Center Pivots with end - Nozzle's  |                 |
| 1 - Reinke 5 - Tower Center Pivot                       |                 |
| 3 - Reinke 4 - Tower Sweep Pivots                       |                 |
| 1 - Zimmatic 4 - Tower Center Pivot                     |                 |
| 1 - Rain Cat 3 - Tower Sweep Pivot                      |                 |
| 3 - Zimmatic 3 - Tower Sweep Pivots                     |                 |
| 3 - Zimmatic 3 - Tower Center Pivots w end - Nozzle's   |                 |
| 1 - Valley 3 - Tower Center Pivot w end - Nozzle        |                 |
| 2 - Reinke 2 - Tower Sweep Pivots                       |                 |
| 1 - 1/4 Mile Wheel Line                                 |                 |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pump and electric motor. This includes all electric control panels, wiring and switches.  
 Together with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

## **MILKING EQUIPMENT LIST**

### **L & B Dairy Parlor - (X13) Herringbone Barn**

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| 1 - Dari - Kool Horizontal Milk Tank - 5,000 gallons            |                 |
| 1 - Dari - Kool Horizontal Milk Tank 2,500 gallons (Not in Use) |                 |
|                                                                 |                 |
| 1 - Mueller Chilling Plate                                      | SN# 173258      |
| 1 - Dairy Pro Chilling Unit                                     |                 |
| 1 - NA254 Vacuum Pump/Motor - 15 HP                             | SN# S427391     |
| 2 - Milk Receivers with 4" Milk Lines                           |                 |
| 26 - Boumatic Milking Units - Manual Takeoffs/No - Backflush    |                 |
| 26 - Germania Pulsators with Controller Units                   |                 |
| 26 - Turner Parallel Stalls                                     |                 |
| 2 - Air Compressed automatic Crowd Gates                        |                 |
| 1 - AO Smith Hot Water Heater - 100 gallons                     |                 |
| 1 - American Standard Hot Water Heater - 100 gallons            |                 |
| 2 - Ingersoll - Rand Air Compressor - 15 HP each                | SN# NAR10414043 |
| 6 - Danfuss Condenser Unit Fans                                 |                 |

Exhibit C

1 – Baldor Backup Generator - Caterpillar - 125 KVA

SN# P020375000 - 1

Together with and including but not limited to; electric panels, all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

## **IRRIGATION EQUIPMENT LIST**

### **Lourenco Farm Irrigation Equipment List**

#### **Lagoon & Canal - Pumps & Motor**

|                                                                      |                 |
|----------------------------------------------------------------------|-----------------|
| 1 - 60 HP General Electric Vertical Electric Motors (Variable Speed) | SN# 53089573    |
| 1 - Layne & Bowler - Vertical Pump (Variable Speed)                  | SN# LP16105     |
| 1 - 50 HP AA Rotating Aparatus Vertical Electric Motor               | SN# Unknown     |
| 1 - Layne & Bowler Vertical Pump                                     | SN# Unknown     |
| 1 - 30 HP US Electric Motors Vertical Electric Motor                 | SN# R2117141    |
| 1 - WelLine Vertical Pump                                            | SN# 179118      |
| 1 - 100 HP US Electric Vertical Electric Motor                       | SN# 404TP       |
| 1 - Layne & Bowler - Vertical Pump                                   | SN# LP90446     |
| 1 - Not Readable HP Goodman Vertical Electric Motor                  | SN# N/A         |
| 1 - WelLine Vertical Pump                                            | SN# LP88026     |
| 1 - 30 HP General Electric Vertical Electric Motor                   | SN# SUJ519315   |
| 1 - VertiLine Vertical Pump                                          | SN# 22439       |
| 1 - 50 HP Baldor Horizontal Electric Motor                           | SN# Z1207030176 |
| 1 – Berkley Horizontal Pump                                          | SN# 6050194     |
| 1 - 20 HP Marathon Horizontal Electric Motor                         | SN# Unknown     |
| 1 - Berkley Horizontal Pump                                          | SN# 17020911    |
| 2 – HP NE corner Section 1: Unknown make & model, not assessible     |                 |
| 2 - Zimmatic 8 - Tower Center Pivots with Linear Extension           |                 |
| 1 - Reinke 8 - Tower Center Pivot                                    |                 |
| 1 - Zimmatic 7 - Tower Center Pivot with end - Nozzle                | SN# 0822272     |
| 1 - Valley 6 - Tower Center Pivot                                    |                 |
| 1 - Zimmatic 6 - Tower Center Pivot                                  |                 |
| 1 - Zimmatic 5 - Tower Corner Sweep Pivot                            |                 |
| 1 - Zimmatic 5 - Tower Center Pivot                                  | SN# LE4996      |
| 1 - Zimmatic 5 - Tower Center Pivot                                  | SN# LE8421      |
| 1 - Reinke 5 - Tower Center Pivot                                    |                 |
| 1 - Reinke 3 - Tower Center Pivot                                    | SN# 36909       |
| 7 - Reinke 3 - Tower Center Pivots & Sweeps                          |                 |
| 3 - Reinke 2 - Tower Sweep Pivots                                    |                 |
| 2 - 1/4 Mile Wheel Lines                                             |                 |

Together with all column, tubing, shafts and bowls used in conjunction with the above listed turbine pumps and electric motors. This includes all electric control panels, wiring and switches. Together

Exhibit C

with appurtenant filtration, electric control panels, valves, buried mainline, and connectors related to and used in conjunction with the center pivots and portable hand lines.

## **WATER RIGHTS**

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### **Water Rights and Canal Company Shares**

| <b>Idaho Dept. of Water<br/>Resources Water Right No.</b> | <b>Owner</b>             |
|-----------------------------------------------------------|--------------------------|
| <b>Home Dairy</b>                                         |                          |
| 36-10821A                                                 | L & S Land Holdings, LLC |
| 36-10821B                                                 | L & S Land Holdings, LLC |
| 36-8302                                                   | L & S Land Holdings, LLC |
| 36-15354                                                  | L & S Land Holdings, LLC |
| 36-7539                                                   | L & S Land Holdings, LLC |
| 36-16479                                                  | L & S Land Holdings, LLC |
| 36-8739                                                   | L & S Land Holdings, LLC |
| 36-8740                                                   | L & S Land Holdings, LLC |
| 36-8081                                                   | L & S Land Holdings, LLC |
| 36-7116C                                                  | L & S Land Holdings, LLC |
| 36-7373                                                   | L & S Land Holdings, LLC |
| 36-15161                                                  | L & S Land Holdings, LLC |
| 36-7054B                                                  | L & S Land Holdings, LLC |
| 36-7116D                                                  | L & S Land Holdings, LLC |
| 36-15679                                                  | L & S Land Holdings, LLC |
| 36-8135                                                   | L & S Land Holdings, LLC |
| 36-7935                                                   | L & S Land Holdings, LLC |
| 36-15275                                                  | L & S Land Holdings, LLC |
| 36-17131                                                  | L & S Land Holdings, LLC |

|                     |                          |
|---------------------|--------------------------|
| <b>Benson Dairy</b> |                          |
| 36-7591D            | L & S Land Holdings, LLC |
| 36-14595A           | L & S Land Holdings, LLC |
| 36-14597            | L & S Land Holdings, LLC |
| 36-16480            | L & S Land Holdings, LLC |
| 36-7591E            | L & S Land Holdings, LLC |
| 36-14595B           | L & S Land Holdings, LLC |

|                            |                          |
|----------------------------|--------------------------|
| <b>Dairies No. 5 and 6</b> |                          |
| 36-7288C                   | L & S Land Holdings, LLC |

Exhibit C

|          |                          |
|----------|--------------------------|
| 36-7288A | L & S Land Holdings, LLC |
| 36-10417 | L & S Land Holdings, LLC |
| 36-8382  | L & S Land Holdings, LLC |
| 36-10415 | L & S Land Holdings, LLC |
| 36-7288D | L & S Land Holdings, LLC |
| 36-10730 | L & S Land Holdings, LLC |
| 36-10732 | L & S Land Holdings, LLC |
| 36-10463 | L & S Land Holdings, LLC |

| Freeway Dairies |                          |
|-----------------|--------------------------|
| 36-7345B        | L & S Land Holdings, LLC |
| 36-8411         | L & S Land Holdings, LLC |
| 36-14288        | L & S Land Holdings, LLC |
| 36-7260B        | L & S Land Holdings, LLC |
| 36-7368B        | L & S Land Holdings, LLC |
| 36-14427        | L & S Land Holdings, LLC |
| 36-8062         | L & S Land Holdings, LLC |
| 36-15672        | L & S Land Holdings, LLC |
| 36-15674        | L & S Land Holdings, LLC |
| 36-15676        | L & S Land Holdings, LLC |
| 36-16159        | L & S Land Holdings, LLC |
| 36-16162        | L & S Land Holdings, LLC |

| LB Dairy  |                          |
|-----------|--------------------------|
| 36-7605   | L & S Land Holdings, LLC |
| 36-2666   | L & S Land Holdings, LLC |
| 36-7103   | L & S Land Holdings, LLC |
| 36-7324   | L & S Land Holdings, LLC |
| 36-15174A | L & S Land Holdings, LLC |
| 36-2524   | L & S Land Holdings, LLC |
| 36-7499B  | L & S Land Holdings, LLC |
| 36-7608   | L & S Land Holdings, LLC |
| 36-15174B | L & S Land Holdings, LLC |
| 36-10599  | L & S Land Holdings, LLC |
| 36-10603  | L & S Land Holdings, LLC |
| 36-10607  | L & S Land Holdings, LLC |
| 36-11111  | L & S Land Holdings, LLC |
| 36-11112  | L & S Land Holdings, LLC |
| 36-10613  | L & S Land Holdings, LLC |
| 36-10609  | L & S Land Holdings, LLC |

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|          |                          |
|----------|--------------------------|
| 36-10604 | L & S Land Holdings, LLC |
| 36-10610 | L & S Land Holdings, LLC |
| 36-10611 | L & S Land Holdings, LLC |
| 36-11113 | L & S Land Holdings, LLC |

**Shares of Northside Canal Company Water Rights**

**Home Dairy**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 40                      | 26848                  | L & S Land Holdings, LLC |
| 80                      | 26862                  | L & S Land Holdings, LLC |

**Benson Dairy**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 73                      | 26854                  | L & S Land Holdings, LLC |
| 137                     | 26855A                 | L & S Land Holdings, LLC |
| 10                      | 26859                  | L & S Land Holdings, LLC |
| 295.46                  | 26858                  | L & S Land Holdings, LLC |
| 80                      | 26855B                 | L & S Land Holdings, LLC |
| 245                     | 26856                  | L & S Land Holdings, LLC |
| 80                      | 26857                  | L & S Land Holdings, LLC |
| 80                      | 26839                  | L & S Land Holdings, LLC |

**Dairies No. 5 and 6**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 160                     | 27182                  | L & S Land Holdings, LLC |
| 247                     | 27184                  | L & S Land Holdings, LLC |
| 353.5                   | 27183                  | L & S Land Holdings, LLC |
| 25.34                   | 26950                  | L & S Land Holdings, LLC |
| 100.43                  | 26871                  | L & S Land Holdings, LLC |
| 20                      | 25756                  | L & S Land Holdings, LLC |

**Freeway Dairies**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 109.125                 | 26863                  | L & S Land Holdings, LLC |
| 23                      | 26866                  | L & S Land Holdings, LLC |
| 80                      | 26865                  | L & S Land Holdings, LLC |
| 133.2                   | 26864                  | L & S Land Holdings, LLC |
| 40                      | 26868                  | L & S Land Holdings, LLC |
| 40                      | 26869                  | L & S Land Holdings, LLC |
| 40                      | 26870                  | L & S Land Holdings, LLC |

**Exhibit C**

|       |       |                          |
|-------|-------|--------------------------|
| 65    | 26867 | L & S Land Holdings, LLC |
| 80    | 26872 | L & S Land Holdings, LLC |
| 74.25 | 27858 | L & S Land Holdings, LLC |
| 11.2  | 27859 | L & S Land Holdings, LLC |

**LB Dairy**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 67.42                   | 26843                  | L & S Land Holdings, LLC |
| 38.04                   | 26844                  | L & S Land Holdings, LLC |
| 50                      | 26841                  | L & S Land Holdings, LLC |
| 10                      | 26847                  | L & S Land Holdings, LLC |
| 77.56                   | 26840                  | L & S Land Holdings, LLC |

**Lourenco Farm**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 130                     | 26860                  | L & S Land Holdings, LLC |
| 267.97                  | 26845                  | L & S Land Holdings, LLC |
| 40.47                   | 26846                  | L & S Land Holdings, LLC |
| 198.48                  | 26849A                 | L & S Land Holdings, LLC |
| 279.88                  | 26849B                 | L & S Land Holdings, LLC |
| 80                      | 26850                  | L & S Land Holdings, LLC |
| 45                      | 26851                  | L & S Land Holdings, LLC |
| 100                     | 26852                  | L & S Land Holdings, LLC |
| 104                     | 26842                  | L & S Land Holdings, LLC |
| 80                      | 26853                  | L & S Land Holdings, LLC |
| 3                       | 26861                  | L & S Land Holdings, LLC |

**Shares of Twin Falls Canal Company Water Rights**

| <u>Number of Shares</u> | <u>Certificate No.</u> | <u>Name</u>              |
|-------------------------|------------------------|--------------------------|
| 110.70                  | 42419                  | L & S Land Holdings, LLC |
| 112.70                  | 42420                  | L & S Land Holdings, LLC |
| 327.41                  | 42307                  | L & S Land Holdings, LLC |

Exhibit C

**EXHIBIT D**  
**TO**  
**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS**  
**AND FIXTURE FILING**

**REQUIREMENTS FOR RESTORATION**

Unless otherwise expressly agreed in a writing signed by Lender for such purpose, the Requirements For Restoration shall be as follows:

(a) In the event the Net Insurance Proceeds are to be used for the Restoration, Borrower shall, prior to the commencement of any work or services in connection with the Restoration (the **"Work"**), deliver or furnish to Lender (i) complete plans and specifications for the Work which (A) have been approved by all governmental authorities whose approval is required, (B) bear the signed approval of an engineer or architect satisfactory to Lender (the **"Engineer"**) and (C) are accompanied by Engineer's signed estimate of the total estimated cost of the Work which plans and specifications shall be subject to Lender's prior approval (the **"Approved Plans and Specifications"**); (ii) the amount of money which, as determined by Lender, will be sufficient when added to the Net Insurance Proceeds, if any, to pay the entire cost of the Restoration (all such money as held by Lender being herein collectively referred to as the **"Restoration Funds"**); (iii) copies of all permits and approvals required by law in connection with the commencement and conduct of the Work; (iv) a contract for construction executed by Borrower and a contractor satisfactory to Lender (the **"Contractor"**) in form, scope and substance satisfactory to Lender (including a provision for retainage) for performance of the Work; and (v) a surety bond for and/or guarantee of payment for and completion of, the Work, which bond or guarantee shall be (A) in form, scope and substance satisfactory to Lender, (B) signed by a surety or sureties, or guarantor or guarantors, as the case may be, who are acceptable to Lender, and (C) in an amount not less than Engineer's total estimated cost of completing the Work.

(b) Borrower shall not commence any portion of the Work, other than temporary work to protect the Property or prevent interference with business, until Borrower shall have complied with the requirements of subparagraph (a) above. After commencing the Work, Borrower shall perform or cause Contractor to perform the Work diligently and in good faith in accordance with the Approved Plans and Specifications. So long as there does not currently exist an Event of Default under any of the Loan Documents, Lender shall disburse the Restoration Funds in increments to Borrower, from time to time as the Work progresses, to pay (or reimburse Borrower for) the costs of the Work, but subject to the following conditions, any of which Lender may waive in its sole discretion:

(i) Lender shall make such payments directly or through escrow with a title company selected by Borrower and approved by Lender, only upon not less than ten (10) days' prior written notice from Borrower to Lender and Borrower's delivery to Lender of (A)

Borrower's written request for payment (a "**Request for Payment**") accompanied by a certificate by engineer in form, scope and substance satisfactory to Lender which states that all of the Work completed to that date has been done in compliance with the Approved Plans and Specifications and in accordance with all provisions of law, that the amount requested has been paid or is then due and payable and is properly a part of the cost of the Work and that when added to all sums, if any, previously paid out by Lender, the requested amount does not exceed the value of the Work done to the date of such certificate; (B) evidence satisfactory to Lender that there are no mechanic's or similar liens for labor or material supplied in connection with the Work to date or that any such liens have been adequately provided for to Lender's satisfaction; and (C) evidence satisfactory to Lender that the balance of the Restoration Funds remaining after making the payments shall be sufficient to pay the balance of the cost of the Work not completed to date (giving in such reasonable detail as Lender may require an estimate of the cost of such completion). Each Request for Payment shall be accompanied by (x) waivers of liens satisfactory to Lender covering that part of the Work previously paid for, if any, and (y) a search prepared by a title company or by other evidence satisfactory to Lender that no mechanic's liens or other liens or instruments for the retention of title in respect of any part of the Work have been filed against the Property and not discharged of record.

(ii) No lease affecting the Property immediately prior to the damage or destruction shall have been canceled, nor contain any still exercisable right to cancel, due to such damage or destruction; and

(iii) Any Request for Payment after the Restoration has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Improvements legal.

(c) If (i) within sixty (60) days after the occurrence of any damage or destruction to the Property requiring Restoration, Borrower fails to submit to Lender and receive Lender's approval of plans and specifications or fails to deposit with Lender the additional amount necessary to accomplish the Restoration as provided in subparagraph (a) above, or (ii) after such plans and specifications are approved by all such governmental authorities and Lender, Borrower fails to commence promptly or diligently continue to completion the Restoration, or (iii) subject to Section 1.16 hereof, Borrower becomes delinquent in payment to mechanics, materialmen or others for the costs incurred in connection with the Restoration, then, in addition to all of the rights herein set forth and after five (5) days' written notice of the non-fulfillment of one or more of the foregoing conditions, Lender may apply the Restoration Funds then or thereafter held by Lender to reduce the Secured Indebtedness in such order as Lender may determine, and at Lender's option and in its sole discretion, Lender may declare the Secured Indebtedness immediately due and payable.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

January 13, 2020

METROPOLITAN LIFE INSURANCE COMPANY  
C/O METLIFE INVESTMENT MANAGEMENT LLC  
205 E RIVER PARK CIR STE 430  
FRESNO CA 93720-1572

RE: Notice of Security Interest for Water Right / Permit No(s): *See attached list*

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline  
Administrative Assistant 1

Enclosure(s)

c: L & S Land Holdings LLC  
TitleOne, Burley (File #19344773)

**Notice of Security Interest filed for Metropolitan Life Insurance Co.  
for water rights in the name of L & S Land Holdings LLC**

| WR | #:    | Process     | Basis   | Current Owner           | Other Owner                                             |
|----|-------|-------------|---------|-------------------------|---------------------------------------------------------|
| 36 | 2524  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 2666  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7054B | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7103  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7116C | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7116D | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7260B | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7288A | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7288C | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7288D | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7324  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7345B | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7368B | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7373  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7499B | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7539  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7591D | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7591E | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7605  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7608  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 7935  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8062  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8081  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8135  | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8302  | Water Right | License | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8382  | Water Right | License | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8411  | Water Right | License | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8739  | Water Right | License | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 8740  | Water Right | License | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 10415 | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 10417 | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 10463 | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 10599 | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
| 36 | 10603 | Water Right | Decreed | L & S LAND HOLDINGS LLC | METROPOLITAN LIFE INSURANCE COMPANY (Security Interest) |
|    |       |             |         |                         |                                                         |

[illegible]



211 West 13th Street  
Burley, ID 83318  
Ph. (208) 881-0087  
Fx. (866) 582-7546  
www.titleonecorp.com

ID Dept. of Water Resources  
650 Addison Ave. West, Suite 500  
Twin Falls, ID 83301

RECEIVED  
DEC 30 2019  
DEPT. OF WATER RESOURCES  
SOUTHERN REGION

Date: 12/27/2019

Escrow No. 19344773  
L & S Land Holdings, LLC/ Metropolitan Life Insurance Company

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

1. The original executed Notice of Security Interest in a Water Right.
2. A copy of the original executed Mortgage, Security Agreement, Assignment Of Leases and Rents and Fixture Filing recorded December 17, 2019 as Instrument No. 2019021548, records of Twin Falls Co., ID.
3. TitleOne's check no. 24477 made payable to the Idaho Department of Water Resources in the amount of \$1,650.00 for the Notice of Security Interest to Metropolitan Life Insurance Company.

Please make the necessary changes in the records to indicate this security interest for the water rights and send a receipt to Annette Roth, TitleOne, P. O. Box 177, Burley, ID 83318 and indicate the **file number 19344773**.

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact this office.

Very truly yours,  
TITLEONE

Nancy Garrett  
Administrative Assistant

AR/nrg  
Enc.  
FedEx