Form 42-248(6) 2/14

RECEIVED
SEP 04 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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 List			
of 50 Water Rights			

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

   Rabo Agrifinance LLC
   14767 N Outer 40 Road, Ste 400
   Chesterfield, MO 63017

   Phone 1-208-737-6841
   Email maria.ziebarth@raboag.com

4. Name of Water Right Owner/Claimant(s) Hurtado Farms, LLC

5. Expiration Date of Notification Period 05/01/2034

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s) Maria L Ziebarth
   Title, if applicable Vice President

SUPPORT DATA
IN FILE # 36-2087H

For Office Use Only

Receipted by SG Date 9/4/19 Receipt No. 5037534 Fee 1,250.00

Processed by AJ _____ Date _____ WR DM Date 11-1-2019

Column1
Hurtado Farms, LLC Water Rights
36-4002
36-7049
36-7329
36-15256C
36-16762
36-2412D
36-2726D
36-15256D
36-8169
36-16763
36-8517
36-11074 Domestic & 36-11074 Stockwater
36-10488
36-10685
36-10686
36-10687
36-11075A
36-15110
36-2242
36-2412A
36-2719
36-7215
36-7290
36-10687
36-15108
36-15109
36-15110
36-15111 Domestic & 36-15111 Stockwater
36-2087H
36-2113H
36-2161H
36-2289K
36-2311H
36-2500H
36-2614H
36-7307H
36-7362H
36-7477H
36-7606H
36-7779H
36-7832H
36-10225H
36-15169H
36-7250
36-7734
36-14106
36-14657
36-15000

COPY

Instrument # 2192618
JEROME COUNTY, JEROME, IDAHO
05-22-2019 03:25:52 PM No. of Pages: 33
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: $54.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department 19326839

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

Space above this line for Recorder's Use

Hurtado Farms, LLC 2019

Real Estate Term Loan 3: 22116582
Real Estate Term Loan 2: 22111853
Real Estate Term Loan 1: 22108960

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Cassia, Gooding, Twin Falls and Jerome Counties, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage ("Mortgage") is dated as of April 1, 2019. It is by HURTADO FARMS, LLC, an Idaho limited liability company ("Hurtado Farms, LLC") and HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company ("Hurtado Land & Livestock, LLC") (Hurtado Farms, LLC and Hurtado Land & Livestock, LLC are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee").

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make a loan in the original principal sum of $ to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated March 1, 2018, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the MCA) may be, from time to time, guaranteed by Guarantor under the terms and conditions of one or more guaranties in favor of Collateral Agent. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the MCA, the Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

Non-Obligor(s) have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Cassia, Gooding, Twin Falls and Jerome Counties, Idaho, and described in EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3 and EXHIBIT A-4 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering

CASSIA COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
03:01:28 PM 05-22-2019
2019-001978
NO. PAGES: 33 FEE: $54.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department 19326839

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

Space above this line for Recorder's Use

Hurtado Farms, LLC 2019

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Instrument # 264932
GOODING COUNTY, GOODING, IDAHO
05-22-2019 14:13:48 No. of Pages: 33
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: $54.00
Ex-Officio Recorder Deputy: JM
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department 19326839

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Hurtado Farms, LLC 2019

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TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
02:46:51 PM 05-22-2019
2019007786
NO. PAGES 33 FEE: $54.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CA
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department 19326839

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AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department 19326839

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and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any governmental authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases") including the leases described in EXHIBIT B; (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements or; (iii) described on EXHIBIT B; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (s) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Real Estate Term Loan Note dated as of February 12, 2016 from Borrower to Lender In the original principal amount of (ii) the Real Estate Term Loan Note dated as of February 13, 2017

from Borrower to Lender in the original principal amount of $ (iii) the Real Estate Term Loan 3 Note dated as of the date of this Modification Agreement, from Borrower to Lender in the original principal amount of $ (together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (iv) all Hedging Obligations; and (v) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this Mortgage, and have priority as to third Persons with or without actual notice from the time this Mortgage is filed for record as provided by law. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time. The unpaid balance of any Revolving Line of Credit or Hedging Obligations secured by this Mortgage may at certain times be zero. This Mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this Mortgage (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances or enter into future derivatives transactions in any amount. The unpaid balance of any revolving line of creditor Hedging Obligations secured by this Deed of Trust may at certain times be zero. This Deed of Trust will remain in full force and effect notwithstanding any zero balance.

3. **Note Maturity Date.** The latest date on which any Note matures is May 1, 2034.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, Judgments or payments in lieu thereof, received by or due to Grantor occasioned by any mineral or geothermal exploration, wind energy, solar energy or drilling activity on or under the Real Estate, all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this Mortgage does not assume any duty or obligation under the Leases. The acceptance by Mortgagee of the assignment of Leases and Rents and profits with all the rights, powers, privileges and authority so granted will not obligate Mortgagee to assume any obligations in respect of the Leases and Rents and profits or under the Leases, or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Leases and Rents and profits or under the Leases or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Grantor.

5. **Grant of Security Interest.** This Mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 24 is the address for Mortgagee as secured party under the UCC. As used in this Mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title**. Grantor represents and warrants that Grantor lawfully possesses and holds good and marketable fee simple title to all of the Land and the Improvements, that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and forever defend generally the title to, and ownership and possession of, the Property against all claims and demands, with all costs and expenses of defense to be borne by Grantor. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all Applicable Laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (i) the execution, delivery and performance by Grantor of this Mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this Mortgage does not conflict with any Applicable Law; (k) this Mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (n) Grantor is not the subject of any Judgment; (o) this Mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q) before signing this Mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or Hazardous Substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

8. **Information Accurate and Complete**. All financial statements and other reports, documents, instruments, information and forms of evidence which have been delivered to Mortgagee or Secured Parties concerning Grantor, or the Property (the financial and other information supplied or to be supplied to Mortgagee or Secured Parties in connection with this Mortgage is herein referred to as the "Financial Information"), are accurate, correct and sufficiently complete in all material respects to provide Mortgagee and Secured Parties true and accurate knowledge of their subject matter, including, without limitation, all material contingent liabilities. Grantor's submission of any Financial Information or other report, record or information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this Mortgage, will be deemed accompanied by a representation by Grantor that the Financial Information or other report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities and Grantor's business or organizational structure.

9. **Performance of Secured Obligations**. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

10. **Maintenance and Preservation of Property**. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this Mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the MCA; (c) maintain (or cause to be maintained) all policies of insurance required under the MCA and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the MCA; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this Mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

11. **Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

12. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this Mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this Mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this Mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of Mortgages or debts secured by Mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, then within 180 days after notice by Mortgagee to

Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

13. **Damages and Insurance and Condemnation Proceeds**. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

14. **Site Visits, Observation and Testing**. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing Appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the MCA, and otherwise to determine Grantor's compliance with this Mortgage.

15. **Defense and Notice of Claims and Actions**. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

16. **Prohibited Transfers**. Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

17. **Compensation and Reimbursement of Costs and Expenses**. Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 20, including but not limited to Appraisals, inspections, insurance premiums, and prevention of waste, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the Adjustment of debtor-creditor relationships, or in defending any

action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

18. **Payments Due under this Mortgage**. Grantor must pay all obligations to pay money arising under this Mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

19. **Events of Default**. The following each shall be an event of default under this Mortgage (an "Event of Default"): (a) an Event of Default under the MCA, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this Mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this Mortgage to a sum less than the Maximum Amount Secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this Section 19, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this Section 19; provided that if (i) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

20. **Remedies**. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of any of the Covenants or agreements of this Mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this Mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION (WHICH APPOINTMENT OF SUCH POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST); AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 20. Mortgagee

shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any Judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this Mortgage, and pay all other charges as herein provided.

21. **Sales of Property**. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a Judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the Lien of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the Property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

22. **Additional Rights**. In addition to the rights and powers given to Mortgagee under this Mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this Mortgage.

23. **Guarantor and/or Non-Obligor Provisions**. (a) Guarantor and/or Non-Obligor authorize Mortgagee and Secured Parties to perform any of the following acts at any time, all without notice to Guarantor and/or Non-Obligor and without affecting the rights of Mortgagee or Secured Parties or the obligations of Guarantor and/or Non-Obligor under this Mortgage: (i) alter any terms of the MCA or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the MCA or any part of it; (ii) take and hold security for the MCA, accept additional or substituted security for the MCA, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the MCA in any order that Mortgagee and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor/Borrower of its liability for the MCA or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the MCA; and (vi) extend other credit to Obligor/Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the MCA.

(b) Guarantor and/or Non-Obligor waive: (i) any right to require Mortgagee or Secured Parties to proceed against Obligor/Borrower, proceed against or exhaust any security held from Obligor/Borrower, or pursue any other remedy in Mortgagee's and Secured Parties power to pursue; (ii) any defense based on any legal disability of Obligor/Borrower, any discharge or limitation of the liability of Obligor/Borrower to Mortgagee or Secured Parties, whether consensual or arising by

operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that the obligations of Guarantor and/or Non-Obligor exceed or are more burdensome than those of Obligor/Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor/Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Obligor/Borrower may have to the payment or performance of the MCA or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee or Secured Parties may have against Obligor/Borrower, and all rights to participate in any security now or later to be held by Mortgagee or Secured Parties for the MCA.

(c) Guarantor and/or Non-Obligor waive all rights and defenses that Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) without first foreclosing on any real or personal property collateral securing the MCA; and (ii) if Mortgagee forecloses on any real property collateral securing the MCA: (A) the amount of the MCA may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) even if Mortgagee or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Guarantor and/or Non-Obligor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property.

(d) Guarantor and/or Non-Obligor waive any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency Judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Guarantor and/or Non-Obligor are solely responsible for keeping informed of the financial condition and business operations of Borrower and all other circumstances affecting the ability of Borrower to pay and perform Borrower's obligations to Mortgagee and Secured Parties, and agrees that Mortgagee and Secured Parties will have no duty to disclose to Guarantor and/or Non-Obligor any information which Mortgagee or Secured Parties may receive about the financial condition, business operations, or any other circumstances bearing on the ability of Borrower to perform.

(f) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage or the Guaranty.

24. **Notices.** All notices, approvals, consents, and other communications, under this Mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the MCA. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, Attention: Loan Closing Department; if to Secured Parties other than Lender, c/o Rabobank, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

25. **Mortgagee.** Without affecting the personal liability of any Person, including Grantor and Obligor/Borrower, for the payment of the Secured Obligations or the Lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, Mortgages, Security Agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

26. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other Person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of

Grantor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

27. **Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

28. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor 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 appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its 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, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the Lien created by this Mortgage.

29. **Release.** When all Secured Obligations have been paid in full and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the Lien of this Mortgage.

30. **Additional Provisions.** The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this Mortgage and to the Property.

31. **Collateral Agency Agreement.** This Mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

32. **Entire Agreement.** This Mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Mortgage and any other agreements required by this Mortgage, this Mortgage will prevail.

33. **Other Acts.** Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this Mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

34. **No Waiver or Cure.** Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this Mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this Mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this Mortgage, in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the Lien of this Mortgage.

35. **Waivers**. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this Mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

36. **Joint and Several Obligations**. If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this Mortgage; (b) acknowledges that this Mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

37. **Binding Effect: Successors and Assigns**. The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 16; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this Mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

38. **Governing Law**. This Mortgage shall be governed exclusively by the Applicable Laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the state where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this Mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this Mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the MCA and this Mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

39. **JURISDICTION AND VENUE**. GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF MORTGAGEE, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER TRANSACTION DOCUMENT WILL BE LITIGATED IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, IOWA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

40. **Miscellaneous**. This Mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this Mortgage. Each Party has participated in negotiating and drafting this Mortgage, so if an ambiguity or a question of intent or interpretation arises, this Mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Mortgage. Mortgagee or

Secured Parties are authorized to execute any other documents or take any other actions necessary to effectuate this Mortgage and security agreement and the consummation of the transactions contemplated herein including but not limited to taking any action deemed by Mortgagee or Secured Parties to be necessary or desirable to establish, perfect, protect or enforce the Mortgagee or Secured Parties' interest in the Property. This Mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other Lien on the Property. All rights and remedies under this Mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

41. **INDEMNIFICATION**. GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

42. **WAIVER OF TRIAL BY JURY. GRANTOR AND, BY ACCEPTANCE HEREOF, MORTGAGEE (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY, AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.**

43. **Future Advances**. Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

Grantor is signing this Mortgage effective as of the day and year first written above.

GRANTOR

Address for Notices:
200 E Avenue A
Jerome, ID 83338

HURTADO FARMS, LLC, an Idaho limited liability company

By: _____
JESUS MARTINEZ HURTADO
Managing Member

Address for Notices:
200 East Avenue A
Jerome, ID 83338

HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company

By: _____
JESUS MARTINEZ HURTADO
Managing Member

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 21 day of May, in the year of 2019, before me, the undersigned a Notary Public, personally appeared JESUS MARTINEZ HURTADO, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO FARMS, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Public
Printed Name: Laury Lamb

My Commission Expires:
4/2/2022

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 21 day of May, in the year of 2019, before me, the undersigned, a Notary Public, personally appeared JESUS MARTINEZ HURTADO, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Public
Printed Name: Laury Lamb

My Commission Expires:
4/2/2022

EXHIBIT A-1

Hurtado Farms, LLC 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Cassia County, Idaho

TRACT C:

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 17: W½, SE¼, S½NE¼

Section 18: E½E½, SW¼SE¼, SE¼SW¼

Section 19: E½, Lots 2, 3, and 4, E½SW¼, SE¼NW¼

Section 20: W½, NE¼, W½SE¼

Section 29: ALL

Section 30: E½, NE¼NW¼, Lot 1

Section 31: E½E½, NW¼NE¼

Section 32: N½, SW¼

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 20: E½SE¼

Section 21: All

Section 27: NW¼

Section 28: N½ and SW¼

Section 33: NW¼

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 27: SW¼, EXCEPTING that portion deeded to the State of Idaho for highway purposes.

Section 28: SE¼

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 3: That part of the W½ lying South and West of U.S. Highway 30 South, also known as Highway 81 SAVE AND EXCEPT the Highway 30 South also known as Highway 81 right-of-way

Section 4: E½E½

Section 9: E½E½

Section 10: W½, EXCEPT that portion deeded to the State of Idaho for highway purposes.

Section 15: W½, EXCEPT that portion deeded to the State of Idaho for highway purposes.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 33: Part of the SE¼ and SW¼NE¼ lying South of the Southwest right-of-way of U.S. Highway 30 South (also known as Highway 81) more particularly described as follows:

Beginning at the Southeast corner of said Section 33 which shall be the Point of Beginning;
Thence North 89°53'56"West along section line for a distance of 2650.12 feet to the South quarter section corner of said Section 33;
Thence North 0°37'47"East along the quarter section line for a distance of 2657.18 feet to the Northwest corner of the SE¼ of said Section 33;
Thence North 0°37'47"East along the quarter section line for a distance of 220.57 feet to a point on the Southwest right-of-way of U.S. Highway 30 South (also known as Highway 81);
Thence South 59°21'41"East along said right-of-way for a distance of 436.21 feet to a point on the South line of said SW¼NE¼;
Thence continuing South 59°21'41"East along said right-of-way for a distance of 2353.47 feet to a point of curvature;
Thence continuing along said right-of-way along an arc of a curve to the right for 274.75 feet to a point on the East line of Section 33, said curve has a radius of 5530.00 feet, a central angle of 2°50'48", and a long chord bearing South 57°56'17"East for a distance of 274.72 feet;
Thence South 0°38'06"West along section line for a distance of 1314.81 feet to the Point of Beginning.

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: Part of the W½W½ of said Section 34, lying South of the right-of-way of U.S. Highway 30 South also known as Highway 81, more particularly described as follows:

Beginning at the SW corner of said W½W½ which shall be the Point of Beginning;
Thence North 89°52'14" East along section line for a distance of 1316.40 feet, more or less, to a point on the SE corner of said W½W½;
Thence North 00°23'14" East along the East line of said W½W½ for a distance of 116.39 feet, more or less, to a point on the South right-of-way of U.S. Highway 30 South also known as Highway 81;
Thence along said right-of-way along the arc of a curve to the left for 1787.38 feet, more or less, to a point on the West line of said W½W½, said curve has a radius of 5530 feet, a central angle of 18°31'08" and a long chord bearing North 47°47'53" West for 1779.61 feet;
Thence South 00°02'56" East along section line for a distance of 1314.81 feet, more or less, to the Point of Beginning.

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: Part of the SE¼SW¼, lying South of the right-of-way of U.S. Highway 30 South also known as Highway 81, more particularly described as follows:

Commencing at the Southwest corner of the SE¼SW¼ of Section 34;
Thence North 342 feet to the U.S. Highway #30 South;
Thence Southeasterly along the boundary line of said highway 439 feet to a point 267 feet East of the Point of Beginning;
Thence 267 feet to the Point of Beginning.

EXHIBIT A-2

Hurtado Farms, LLC 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Gooding County, Idaho

TRACT A

TRACT I
AARDEMA DAIRY #2
Parcel No. 1:

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

Section 35: SE¼SE¼, EXCEPT the South 365 feet of the West 600 feet

Parcel No. 2:

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

Section 35: The South 365 feet of the West 600 feet of the SE¼SE¼, EXCEPT that part of the SW¼SE¼SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼;
Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 3:

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

Section 35: Part of the SW¼SE¼SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼;
Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 4:

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

Section 35: NW¼SE¼; SW¼SE¼; and NE¼SE¼, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian;
Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;
Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet; Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 5:
(Slade Corner):

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

Section 36: Part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of said SW¼SW¼;
Thence North 0°01'00" West, 820.08 feet along the Westerly boundary of said SW¼SW¼;
Thence North 89°59'00" East, 50.00 feet;
Thence Southeasterly 1088.43 feet on the arc of a non-tangent curve to the left, the radius point of which is the center of a circular pivot irrigation system, with a radius of 1384.62 feet, a central angle of 45°02'21" and a chord which bears South 43°30'50" East, 1060.62 feet;
Thence South 0°02'00" West, 51.38 feet to the Southerly boundary of said SW¼SW¼;
Thence North 89°58'00" West, 780.00 feet to THE POINT OF BEGINNING.

Parcel No. 6:

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

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

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian;
Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;
Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet; Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

AARDEMA DAIRY #5
Parcel No. 7:

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

Section 34: NE¼SW¼; S½SW¼; SE¼; NW¼SW¼

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: Gov't Lots 2 and 3 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of the NW¼ of Section 2 for a distance of 1321.83 feet to the Northwest corner of Gov't Lot 3 and being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lots 3 and 2 for a distance of 2643.65 feet to the Northeast corner of Gov't Lot 2;
Thence South 00°20'26" East along the East boundary of Gov't Lot 2 for a distance of 1308.29 feet to the Southeast corner of Gov't Lot 2;
Thence South 89°50'57" West along the South boundary of Gov't Lots 2 and 3 for a distance of 2647.25 feet to the Southwest corner of Gov't Lot 3;
Thence North 00°10'46" West along the West boundary of Gov't Lot 3 for a distance of 1327.80 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: S½NW¼; SW¼; The West 54 rods of SW¼SE¼; Gov't Lot 4; and a tract of land in the NW¼SE¼, described as follows:

Beginning at the Center of Section 2, (which is the Northwest corner of the NW¼SE¼);
Thence South 23°15' East, 695.44 feet;
Thence South 39°23' East, 483.35 feet;
Thence South 44°56' East, 440.0 feet to the South line of said NW¼SE¼;
Thence North 89°44'45" West along the South line of said NW¼SE¼, 896.51 feet to the Southwest corner of said NW¼SE¼;
Thence North 0°11'45" East along the West line of said NW¼SE¼, 1320.4 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in Gov't Lot 4 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;

Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;
Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A parcel of land located in the SW¼NE¼ and NW¼SE¼ of said Section, described as follows:

Commencing at the North quarter corner of said Section 2, from which the Northwest corner of said Section 2 bears North 89°43'41" West 2643.65 feet;
Thence South 00°15'37" East along the West boundary of the NE¼ of Section 2 for a distance of 1318.04 feet to the Northwest corner of the SW¼NE¼ of Section 2 and being THE TRUE POINT OF BEGINNING;
Thence North 89°50'57" East along the North boundary of the SW¼NE¼ of Section 2 for a distance of 1323.61 feet to the Northeast corner of the SW¼NE¼ of Section 2;
Thence South 00°20'26" East along the East boundary of the SW¼NE¼ of Section 2 for a distance of 900.00 feet;
Thence parallel with and approximately 30.0 feet Westerly of the wheel path of an irrigation sprinkler pivot on approximately the following courses:
South 49°45'29" West 55.40 feet;
South 49°10'56" West 71.81 feet;
South 48°19'13" West 109.73 feet;
South 45°47'12" West 105.11 feet;
South 42°43'57" West 104.87 feet;
South 39°39'00" West 108.60 feet;
South 33°09'09" West 109.53 feet;
South 30°55'58" West 109.24 feet;
South 28°31'44" West 103.91 feet;
South 23°41'34" West 112.12 feet;
South 18°21'15" West 109.82 feet;
South 15°45'15" West 104.04 feet;
South 11°19'14" West 107.30 feet;
South 06°59'33" West 35.58 feet;
Thence leaving the parallel line on a bearing of North 81°20'31" West for a distance of 354.23 feet to an existing property corner;
Thence North 23°40'50" West along the property line for a distance of 695.46 feet to the Southwest corner of the SW¼NE¼ of Section 2;
Thence North 00°15'51" West along the West boundary of the SW¼NE¼ of Section 2 for a distance of 1320.18 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 3: E½SE¼; SW¼SE¼; SE¼NE¼; Gov't Lot 1;

Section 11: The West 54 rods of Gov't Lot 1; Gov't Lots 2 and 3 North of the Canyon Rim except a tract conveyed to Idaho Power Company in Gov't Lot 3; recorded July 16, 1928 in Book 22 Deeds Page 162 and recorded March 23, 1931 in Book 22 Deeds Page 623.

Parcel No. 8:

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A parcel of land located in Gov't Lot 4 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;
Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;

Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TRACT II

Parcel No. 1:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: SE¼NW¼, Lot 4 and the East 340 feet of Lot 5, and Lot 3 EXCEPT that certain portion of Lot 3 described as follows:

Beginning at the North Quarter corner of Section 6, the TRUE POINT OF BEGINNING;
Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6;
Thence South 247.16 feet;
Thence South 43°56'19" East 73.52 feet;
Thence South 89°53'17" East 98.98 feet to the Easterly boundary for Government Lot 3;
Thence North 300.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM part of the NE¼NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner for Section 6;
Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6 to the TRUE POINT OF BEGINNING;
Thence South 247.16 feet;
Thence North 43°56'19" West 190.69 feet;
Thence North 64°18'54" West 197.18 feet;
Thence North 0°06'43" West 25.00 feet to the Northerly boundary of Section 6;
Thence South 89°53'17" East 309.98 feet along said Northerly boundary to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM part of the NE¼NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner for Section 6;
Thence South 300.00 feet to the TRUE POINT OF BEGINNING;
Thence South 102.53 feet;
Thence North 43°56'19" West 142.65 feet;
Thence South 89°53'17" East 98.98 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the S½NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Commencing at the West One Quarter (W¼) corner of said Section 6, from which the East One Quarter (E¼) corner of said Section 6 bears North 89°51'24" East 5002.96 feet;
Thence North 89°51'24" East along the South boundary of the NW¼ of said Section 6 for a distance of 1190.84 feet to the TRUE POINT OF BEGINNING;
Thence North 00°08'36" West for a distance of 93.85 feet to a point in the center of an irrigation lateral;
Thence along the center of the irrigation lateral on the following courses:
North 88°47'20" East, 43.05 feet;
South 87°49'40" East, 98.04 feet;
South 73°51'16" East, 69.76 feet;
South 84°10'24" East, 93.03 feet;
South 76°27'52" East, 49.47 feet;
South 59°41'54" East, 30.68 feet;
South 43°13'01" East, 41.93 feet;
South 61°38'18" East, 7.49 feet to a point on the South boundary of the NW¼ of said Section 6;
Thence South 89°51'24" West along the South boundary of the NW¼ of said Section 6 for a distance of 410.22 feet to the TRUE POINT OF BEGINNING.

TRACT VI
FARM LAND AND OFFICE

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

Section 36: SE¼; NE¼

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

Section 31: The West 660 feet of Lot 4 AND that part of Lot 4 described as follows:

Commencing at the Southwest corner of said Lot 4;
Thence South 89°53'05" East, 660.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 162.00 feet along said Southerly boundary, said point lies North 89°53'05" West, 239.12 feet from the Southeast corner of said Lot 4;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 117.79 feet to a point that lies North 0°13'26" West, 232.64 feet and South 88°57'04" West, 15.95 feet from the Southeast corner of said Lot 4;
Thence North 0°50'02" West, 505.10 feet;
Thence North 89°46'34" East, 21.33 feet to the Easterly boundary of said Lot 4;
Thence North 0°13'26" West, 581.58 feet along the Easterly boundary of said Lot 4 to the Northeast corner of said Lot 4;
Thence North 89°53'09" West, 395.98 feet along the Northerly boundary of said Lot 4;
Thence South 1319.03 feet to the TRUE POINT OF BEGINNING.

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

Beginning at the Southwest corner for Section 31;
Thence South 89°53'05" East, 778.23 feet along the Southerly boundary of Section 31 to the TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 43.77 feet along said Southerly boundary;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 40.98 feet;
Thence North 89°53'05" West, 188.77 feet;
Thence South 0°06'55" West, 230.75 feet to THE TRUE POINT OF BEGINNING.
Subject to a 25.00 feet, in width, County Road Right-of-Way along the Southerly boundary.

Section 31: That part of Lot 3, described as follows:

Commencing at the Northwest corner of said Lot 3;
Thence South along the West boundary of Lot 3, 1288.58 feet to THE POINT OF BEGINNING;
Thence South 89°40'43" East, 1055.89 feet to a point on the East boundary of said Lot 3;
Thence South 0°13'26" East along the East boundary of Lot 3, 26.61 feet to the Southeast corner of said Lot 3;
Thence West along the South boundary of said Lot 3 to the Southwest corner of Lot 3;
Thence North along the West boundary of Lot 3, 30.43 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: Lot 1, SE¼NE¼

EXCEPTING THEREFROM the following described tract of land:

Beginning at the Northeast corner of said Section 1 which is monumented by a ½ inch rebar and cap, from which the Northwest corner of said Section 1 which is monumented by a spike and bears North 89°51'01" West, 5281.33 feet;
Thence South 00°26'29" East along the Easterly boundary of Government Lot 1 for a distance of 303.80 feet to a found ½" rebar;
Thence North 89°51'01" West parallel with the Northerly boundary of said Government Lot 1 for a distance of 416.51 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 55°21'53" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 61°55'25" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 00°26'29" West for a distance of 120.68 feet to a point on the Northerly boundary of Government Lot 1;
Thence South 89°51'01" East along the Northerly boundary of Government Lot 1 for a distance of 716.90 feet to THE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lot 5, EXCEPTING THEREFROM the East 340 feet thereof.

TRACT IV - GOODING COUNTY

PARCEL NO. 1:

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

Section 17: N½SW¼ East of County Road; NW¼NW¼ East and South of County Road; S½NW¼ East of County Road; NE¼ South of County Road.

PARCEL NO. 2:

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

Section 18: SE¼ and part of the E½SW¼ more particularly described as follows:

Beginning at the Southeast corner of said SE¼;
Thence Westerly along the Southerly boundary of said Section 18, North 89°54'25" West 3822.21 feet;
Thence North 0°02'44" East, 2641.34 feet to the Northerly boundary of said E½SW¼;
Thence Easterly along the Northerly boundary of said E½SW¼ and said SE¼, South 89°54'16" East, 3815.34 feet to the Northeast corner of said SE¼;
Thence Southerly along the Easterly boundary of said SE¼, South 0°06'12" East, 2641.19 feet to THE POINT OF BEGINNING.

PARCEL NO. 3:

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

Section 16: S½NW¼, EXCEPTING THEREFROM, a parcel of land located in the SE¼NW¼ for county road right of way purposes to the Wendell Highway District as set forth in Warranty Deed dated June 15, 2007, recorded July 26, 2007 as Instrument Number 222671, Gooding County records, generally described as a strip of land adjacent to and along the East boundary of the SE¼NW¼, Section 16, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho and being more specifically described as follows:

The East 50 feet of the SE¼NW¼, Section 16, Township 8 South, Range 15 East, Boise Meridian from Rex Leland Highway Project Station 179+16.63 Left to Project Station 192+38.32 Left saving and excepting the East 25 feet of the said East 50 feet for existing public road right of way.

(Basis of Bearings: The North-South centerline from the South Quarter corner of Section 16 to the North Quarter corner of Section 16 all in Township 8 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, said North-South centerline being on a bearing of North 0°31'23" East)

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 17: NE¼NW¼

EXHIBIT A-3

Hurtado Farms, LLC 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Twin Falls County, Idaho

TRACT III - TWIN FALLS COUNTY

PARCEL NO. 1:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 29: NE¼; SE¼NW¼; N½SE¼; SW¼SE¼; SE¼SW¼; E½NE¼SW¼

Section 32: N½NE¼; SW¼NE¼; NW¼NW¼

PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 29: SE¼SE¼

PARCEL NO. 3:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 33: NW¼; SW¼

TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 4: Lots 3 and 4; S½NW¼

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 28: S½S½S½SW¼

PARCEL NO. 3A:

Easement for the benefit of Parcel 3 shown above as set forth in Grant of Easement dated February 27, 1998, recorded March 9, 1998 as Instrument Number 1998-004079, records of Twin Falls County, Idaho.

EXHIBIT A-4

Hurtado Farms, LLC 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Jerome County, Idaho

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 1: S½NE¼;

TRACT III

Parcel No. 1:

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

Section 25: W½SW¼; SE¼SW¼, EXCEPTING THEREFROM that part of the NW¼SW¼ described as follows:

Commencing at the West quarter corner of said Section 25, from which the Southwest corner of Section 25 bears South 00°01'31" East, 2643.34 feet. Said West quarter corner being THE TRUE POINT OF BEGINNING;
Thence South 89°39'19" East along the North boundary of the NW¼SW¼ of Section 25 for a distance of 666.83 feet to the center of an irrigation canal;
Thence along the center of the irrigation canal on the following courses:
South 24°30'22" East, 32.00 feet to the point of curve of a curve right;
Thence Southwesterly along the center of the canal on the arc of the curve right for a distance of 299.98 feet to the point of tangent, said arc having a radius of 266.64 feet and a long chord bearing and distance of South 07°43'28" West, 284.41 feet;
Thence South 39°57'17" West, 121.90 feet;
Thence South 45°09'51" West, 117.12 feet;
Thence South 54°28'01" West, 65.66 feet;
Thence South 60°46'07" West, 84.20 feet;
Thence South 64°28'03" West, 110.08 feet to the point of a curve left;
Thence Southeasterly along the center of the canal on the arc of the curve left for a distance of 249.00 feet to the point of tangent, said arc having a radius of 155.84 feet and a long chord bearing and distance of South 16°49'59" West, 218.97 feet;
Thence South 27°47'50" East, 130.51 feet;
Thence South 48°17'38" East, 179.45 feet;
Thence South 54°28'28" East, 63.66 feet;
Thence leaving the center of the canal on a bearing of South 89°30'39" West for a distance of 437.04 feet to a point on the West boundary of the NW¼SW¼ of Section 25;
Thence North 00°01'31" West along the West boundary of the NW¼SW¼ of Section 25 for a distance of 1102.85 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion for a County right of way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083584, Jerome County records.

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

Section 26: SW¼; N½SE¼;

EXCEPTING THEREFROM that portion for a County right of way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083586, Jerome County records.

Parcel No. 2:
(Hite Farmland):

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

Section 35: E½NE¼

EXCEPT

Beginning at the Northeast corner of Section 35;
Thence North 89°40'55" West 40.00 feet along the Northerly boundary of Section 35 to the TRUE POINT OF BEGINNING;
Thence North 89°40'55" West, 1280.82 feet along said Northerly boundary to the Northwest corner of E½NE¼;
Thence South 0°03'20" West, 176.85 feet along the Westerly boundary of E½NE¼;
Thence South 89°40'55" East, 1280.76 feet;
Thence North 0°04' East, 176.85 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land in the fee for a County Road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is the Northeast corner of said Section 35;
Thence South 0°23'37" West, 60.73 feet along the section line and the Easterly boundary line of said entire tract;
Thence North 89°36'23" West, 25.00 feet to the Westerly highway right of way line of 100 West Street;
Thence North 0°23'37" East, 10.00 feet along said highway right of way line;
Thence Westerly 15.02 feet along the arc of a 8196.50-foot radius curve to the right, chord bears South 89°18'42" West, 15.02 feet to a Westerly boundary line of said entire tract, at a point 46.50 feet radially distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 311+01.55;
Thence North 0°24'44" East, 51.19 feet along said boundary line to a Northwest corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East, 40.00 feet along said section line and the Northerly boundary line of said entire tract to the POINT OF BEGINNING.

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

Section 35: W½NE¼

EXCEPT

Beginning at the North Quarter corner of Section 35;
Thence South 89°40'55" East 30.00 feet along the Northerly boundary of Section 35 to THE TRUE POINT OF BEGINNING;
Thence South 0°02'55" West 170.00 feet;
Thence South 89°40'55" East 654.58 feet;
Thence South 86.82 feet;
Thence South 89°40'55" East 145.00 feet;
Thence North 86.82 feet;
Thence South 89°40'55" East 461.21 feet to a point 30.00 feet Westerly of the East boundary of the W½NE¼;
Thence North parallel to and 30.00 feet West of the East boundary of the W½NE¼ 170.00 feet to the North boundary of Section 35;
Thence North 89°40'55" West 1260.82 feet along said Northerly boundary to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land for a county road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being a part of the entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is the North quarter corner of said Section 35;
Thence South 89°20'41" East, 30.00 feet along the Section line and the Northerly boundary line to a Northeast corner of said entire tract;
Thence South 0°23'09" West, 38.32 feet along a Easterly boundary line of said entire tract to a point 35.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 285+30.32;
Thence North 89°29'49" West, 29.99 feet to the Westerly boundary line of said entire tract;
Thence North 0°22'42" East, 38.40 feet along said boundary line to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land in fee for a County Road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1320.82 feet South 89°20'41" East along the section line from the North quarter corner of said Section 35;

Thence South 0°08'41" West, 25.00 feet along the Easterly boundary line of said entire tract to a point 35.06 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 298+20.27;
Thence North 89°20'41" West 30.11 feet to a Westerly boundary line of said entire tract;
Thence North 0°23'45" East, 25.00 feet along said boundary line to a Northwesterly corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East 30.00 feet along said section line and a Northerly boundary line of said entire tract to THE POINT OF BEGINNING.

TRACT IV

Parcel No. 1:

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

Section 34: SE¼SE¼;

Parcel No. 2:

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

Section 35: Part of the SW¼NW¼ and part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of Section 35 in Township 8 South, Range 16 East Boise Meridian, said corner marked by a brass cap;
Thence South 00°01'42" East (South 00°01'40" East, Rec.) along the West line of Section 35 for a distance of 2293.44 feet (2293.47 feet, Rec.) to a spike nail which shall be THE POINT OF BEGINNING;
Thence along a non-tangent curve to the right for a distance of 1599.99 feet (1599.83 feet, Rec.) to a ½ inch rebar, said curve having a radius of 1360.00 feet, a delta angle of 67°24'22", and a long chord bearing of North 50°09'02" East (North 50°08'57" East, Rec.) for a distance of 1509.30 feet (1509.10 feet, Rec.) to the North line of the SW¼NW¼;
Thence South 89°43'42" East (South 89°43'31" East, Rec.) along said 1/16 section line for a distance of 161.59 feet (161.57 feet, Rec.) to a ½ inch rebar at the Northeast corner of the SW¼NW¼;
Thence South 00°00'48" East (South 00°00'54" East, Rec.) along the East line of the SW¼NW¼ for a distance of 1320.94 feet (1320.90 feet, Rec.) to the Northeast corner of the NW¼SW¼;
Thence South 00°00'27" East (South 00°00'36" East, Rec.) along the East line of the NW¼SW¼ for a distance of 1321.10 feet (1321.05 feet, Rec.) to a ½ inch rebar at the Southeast corner of the NW¼SW¼;
Thence North 89°43'23" West (North 89°43'28" West, Rec.) along the South line of the NW¼SW¼ for a distance of 547.72 feet to a ½ inch rebar;
Thence North 55°51'37" West for a distance of 559.51 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 286.70 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 22.89 feet to the West line of Section 35;
Thence North 00°01'00" West (North 00°01'04" West, Rec.) along said section line for a distance of 1005.08 feet to a ½ inch rebar at the West ¼ corner of Section 35;
Thence North 00°01'42" West (North 00°01'40" West, Rec.) along said section line for a distance of 348.22 feet (348.23 feet, Rec.) to the POINT OF BEGINNING.

SUBJECT TO a county road right of way along the West side.

Parcel No. 3:

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

Section 35: A parcel of land located in the SW¼NW¼, more particularly described as follows:

Commencing at the Northwest Section corner of Section 35;
Thence South 0°01'40" East, 1320.85 feet along the West Section line of said Section 35 to a point on said line at the Northwest corner of the SW¼NW¼;
Thence South 89°43'31" East, 584.10 feet along the North line of the SW¼NW¼ to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°43'31" East, 575.00 feet continuing along said line to a point on said line;
Thence Southwesterly 613.53 feet along the arc of a curve left, said curve having a radius of 1360.00 feet with a tangent of 312.08 feet, a Delta of 25°50'52", a Chord length of 608.34 feet, and a Chord Bearing of South 70°55'31" West;
Thence North 0°00'54" West, 201.56 feet to the TRUE POINT OF BEGINNING.

Together with a 25.00 foot wide easement along the South side of an existing North Side Canal, with the easement centerline described as follows:

Commencing at the Northwest Section corner of Section 35;
Thence South 0°01'40" East, 1118.68 feet along the West Section line of said Section 35 to a point on said line which is the POINT OF BEGINNING;
Thence South 74°53'47" East, 362.88 feet to a point;
Thence Southeasterly 102.78 feet along the arc of a 150.00 foot Radius curve right, with a Tangent of 53.50 feet, Delta of 39°15'31", a Chord length of 100.78 feet and a Chord Bearing of South 57°37'26" East, to a point;
Thence Southeasterly 99.87 feet along the arc of a 100.00 foot Radius curve left, with a Tangent of 104.57 feet, a Delta of 59°54'50", a Chord length of 99.87 and a Chord Bearing of South 64°04'04" East to a point;
Thence South 89°43'31" East, 83.92 feet to the end point, said point lying South 89°43'31" East 25.00 feet and North 00°00'54" West, 12.50 feet from the Northwest corner of the above described property.

TRACT V

Parcel No. 1:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 2: W½SW¼;

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 2: SW¼NW¼;

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 2: W½SE¼

That part of the E½SW¼, described as follows:

Beginning at the South ¼ corner of Section 2 in Township 9 South, Range 16 East Boise Meridian, said corner marked by a ½ inch rebar which shall be THE POINT OF BEGINNING;
Thence North 89°32'27" West along the South line of Section 2 for a distance of 305.48 feet to a 5/8 inch rebar;
Thence North 00°01'31" West for a distance of 70.36 feet to a 5/8 inch rebar;
Thence North 69°18'09" West for a distance of 202.52 feet to a ½ inch rebar;
Thence North 62°08'42" West for a distance of 180.95 feet to a 5/8 inch rebar;
Thence North 55°22'17" West for a distance of 171.46 feet to a ½ inch rebar;
Thence North 03°26'46" West for a distance of 43.64 feet to a ½ inch rebar;
Thence North 49°49'25" West for a distance of 175.22 feet to a ½ inch rebar;
Thence North 88°46'58" West for a distance of 392.58 feet to a ½ inch rebar on the West line of the E½SW¼;
Thence North 00°07'20" East along said 1/16 section line for a distance of 2161.20 feet to a 5/8 inch rebar at the Northwest corner of the E½SW¼;
Thence South 89°30'57" East along the North line of the E½SW¼ for a distance of 1323.16 feet to a 5/8 inch rebar at the center ¼ corner;
Thence South 00°03'31" West along the East line of the E½SW¼ for a distance of 2641.32 feet to THE POINT OF BEGINNING.

SUBJECT TO a county road right of way along the South side.

TRACT B

TRACT I - JEROME COUNTY

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: Lot 1; Lot 2;

That part of W½SE¼ lying South and East and below Lateral A of the North Side Canal Company, Ltd.

Section 35: Lot 2;

Section 34: Lot 1; SW¼NE¼; NE¼NE¼; NW¼NE¼, EXCEPT that portion more particularly described as follows:

Beginning at the Northwest corner of said NW¼NE¼;
Thence running East on the Section line 40 rods;
Thence running South in a direct line to Lateral A;
Thence following West boundary of Lateral A, to the South line of said NW¼NE¼;
Thence running West on the South boundary to the Southwest corner of the NW¼NE¼;
Thence running North to THE PLACE OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: SE¼SW¼;

Section 35: NW¼NW¼; Lot 3;

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: NE¼NE¼; SE¼NE¼, EXCEPTING THEREFROM the following tract:

Beginning at the Southwest corner of the SE¼NE¼ of said Section;
Thence East along the quarter section line to the right of way line of the North Side Canal Company, Ltd., Lateral A; Thence in a meandering Northeasterly direction following the said North Side Canal Company right of way to the North line of the SE¼NE¼ of said Section;
Thence West to the Northwest corner of the said SE¼NE¼;
Thence South to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the NE¼NE¼ and the NW¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet;
Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1321.14 feet to the Southeast corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1330.25 feet to the Southwest corner of the NE¼NE¼ of said Section 26;
Thence Northwesterly 2079.18 feet along a non-tangent curve right having a radius of 1322.61 feet, delta angle of 90°04'14" and a long chord bearing North 45°17'27" West for a distance of 1871.61 feet to a point on the North boundary of the NW¼NE¼ of said Section 26;
Thence North 89°44'40" East along the North boundary of the NE¼ of said Section 26 for a distance of 2646.64 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26:The W½NE¼ and part of the SE¼NE¼ more particularly described as follows:

Beginning at the Southwest corner of said SE¼NE¼;
Thence East along the quarter section line to the right-of-way line of Lateral "A" of the North Side Canal Company, Ltd.;
Thence in a meandering Northeasterly direction along the said Canal Company, right-of-way to the North line of said SE¼NE¼;
Thence West to the Northwest corner of said SE¼NE¼;
Thence South to the POINT OF BEGINNING;

That portion of the NE¼SE¼ lying above Lateral "A" of the North Side Canal Company, Ltd.

That part of the NW¼SE¼ that lies above Lateral "A" of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM that part described as follows:

Commencing at the Northwest corner of said NW¼SE¼;
Thence 175 feet East along the North boundary of said NW¼SE¼;
Thence due South for 500 feet;

Thence due West for 175 feet, more or less, to the Westerly boundary of said NW¼SE¼;
Thence North along the West boundary of said NW¼SE¼ for 500 feet to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM a parcel of land in the NW¼SE¼ of said Section, more particularly described as follows:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: A parcel of land in the NW¼SE¼ of said Section, more particularly described as follows:

Commencing at the East quarter corner of said Section 26 a distance of 2672.73 feet on a bearing of South 89°36'45" West along the East-West center quarter line of said Section 26 to the center quarter corner of said Section 26;
Thence on a bearing of South 0°03'56" East a distance of 500.00 feet along the North-South center quarter line of said Section 26 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 266.00 feet;
Thence on a bearing of South 79°50'16" East (South 79°05'16" East recorded) a distance of 364.87 feet;
Thence on a bearing of South 38°54'13" East a distance of 50.29 feet to the centerline of Northside Canal Company's Lateral A;
Thence along the centerline of Northside Canal Company's Lateral A the following courses and distances:
South 51°05'47" West 2.60 feet;
South 30°39'33" West 23.44 feet;
South 9°48'48" West 33.23 feet;
South 16°39'58" East 21.15 feet;
South 52°36'44" East 84.15 feet;
South 21°53'45" East 34.50 feet;
South 8°38'50" West 219.84 feet;
South 29°53'59" West 32.82 feet;
South 88°25'18" West 63.22 feet;
North 69°31'04" West 230.73 feet;
South 70°31'03" West 25.24 feet;
South 21°08'07" West 24.48 feet;
South 26°18'48" East 168.81 feet;
South 3°53'40" East 44.91 feet;
South 35°37'17" West 147.95 feet;
South 54°37'13" West 91.30 feet to the South boundary of the NW¼SE¼, Section 26;
Thence departing from the centerline of Northside Canal Company's Lateral A and along the South boundary of the NW¼SE¼, Section 26 on a bearing of North 89°39'18" West a distance of 277.84 feet to the West boundary of the NW¼SE¼, Section 26;
Thence along the West boundary of the NW¼SE¼, Section 26 on a bearing of North 0°03'56" West a distance of 828.60 feet to THE REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a fifty foot wide tract of land being 25 feet in width on each side of the following described centerline in the SW¼NE¼ and the NW¼SE¼ all in Section 26, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the East quarter corner of Section 26, Township 10 South, Range 20 East, Boise Meridian, South 89°36'45" West 2672.73 feet along the East-West center quarter line of Section 26 to the center quarter corner of said Section 26;
Thence along the North-South center quarter line of said Section 26 North 0°03'56" West 25.00 feet;
Thence North 89°36'45" East 40.00 feet to the east side of the Hillsdale Highway district road right-of-way (Idaho State road designation IS 55B) and joining said road and the POINT OF BEGINNING of said centerline and 50 foot wide tract of land;
Thence from said POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 226.00 feet;
Thence continuing along said centerline South 0°03'56" East 525.00 feet to the POINT OF ENDING of said centerline and 50 foot wide tract of land. Said POINT OF ENDING bears South 23°24'24" East 570.41 feet from the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land in the NW¼SE¼ being generally described as the East 66 feet of the West 241 feet of the North 500 feet of said NW¼SE¼ and being more specifically described as follows:

Commencing at the East Quarter Corner of Section 26, Township 10 South, Range 20 East Boise Meridian, which bears North 89°36'45" East, 2672.73 feet from the center Quarter corner; Thence South 89°36'45" West 2431.73 feet to the REAL POINT OF BEGINNING;
Thence from said REAL POINT OF BEGINNING South 0°03'56" East 500 feet;
Thence South 89°36'45" West 66.00 feet;
Thence North 0°03'56" West 500 feet to the East-West Quarter line of said Section 26;
Thence North 89°36'45" East 66 feet along the East West center Quarter line to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in the NE¼NE¼ and the NW¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet;
Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1321.14 feet to the Southeast corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1330.25 feet to the Southwest corner of the NE¼NE¼ of said Section 26;
Thence Northwesterly 2079.18 feet along a non-tangent curve right having a radius of 1322.61 feet, delta angle of 90°04'14" and a long chord bearing North 45°17'27" West for a distance of 1871.61 feet to a point on the North boundary of the NW¼NE¼ of said Section 26;
Thence North 89°44'40" East along the North boundary of the NE¼ of said Section 26 for a distance of 2646.64 feet to the POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 25 & 26: A parcel of land located in the NE¼NE¼ of Section 26 and the NW¼ of Section 25, more particularly described as follows:

Commencing at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet; Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1081.13 feet to the POINT OF BEGINNING;
Thence North 89°40'48" East for a distance of 300.00 feet;
Thence South 00°35'45" East and parallel with the East boundary of the NE¼ of said Section 26 for a distance of 1084.36 feet;
Thence South 89°24'15" West for a distance of 300.00 feet to a point on the East boundary of the NE¼ of said Section 26;
Thence North 00°35'45" West along the East boundary of the NE¼ of said Section 26 for a distance of 845.80 feet to the Southeast Corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1076.02 feet;
Thence North 00°19'12" West for a distance of 240.00 feet;
Thence North 89°40'48" East and parallel with the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1074.87 feet to the POINT OF BEGINNING.

TRACT II - JEROME COUNTY

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: A parcel of land in the NW¼SE¼ of said Section, more particularly described as follows:

Commencing at the East quarter corner of said Section 26 a distance of 2672.73 feet on a bearing of South 89°36'45" West along the East-West center quarter line of said Section 26 to the center quarter corner of said Section 26;
Thence on a bearing of South 0°03'56" East a distance of 500.00 feet along the North-South center quarter line of said Section 26 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 266.00 feet;
Thence on a bearing of South 79°50'16" East (South 79°05'16" East recorded) a distance of 364.87 feet;
Thence on a bearing of South 38°54'13" East a distance of 50.29 feet to the centerline of Northside Canal Company's Lateral A;
Thence along the centerline of Northside Canal Company's Lateral A the following courses and distances:
South 51°05'47" West 2.60 feet;
South 30°39'33" West 23.44 feet;
South 9°48'48" West 33.23 feet;
South 16°39'58" East 21.15 feet;
South 52°36'44" East 84.15 feet;
South 21°53'45" East 34.50 feet;
South 8°38'50" West 219.84 feet;
South 29°53'59" West 32.82 feet;
South 88°25'18" West 63.22 feet;
North 69°31'04" West 230.73 feet;
South 70°31'03" West 25.24 feet;
South 21°08'07" West 24.48 feet;
South 26°18'48" East 168.81 feet;
South 3°53'40" East 44.91 feet;
South 35°37'17" West 147.95 feet;

South 54°37'13" West 91.30 feet to the South boundary of the NW¼SE¼, Section 26;
Thence departing from the centerline of Northside Canal Company's Lateral A and along the South boundary of the NW¼SE¼, Section 26 on a bearing of North 89°39'18" West a distance of 277.84 feet to the West boundary of the NW¼SE¼, Section 26;
Thence along the West boundary of the NW¼SE¼, Section 26 on a bearing of North 0°03'56" West a distance of 828.60 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 2:

A fifty foot wide tract of land being 25 feet in width on each side of the following described centerline in the SW¼NE¼ and the NW¼SE¼ all in Section 26, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the East quarter corner of Section 26, Township 10 South, Range 20 East, Boise Meridian, South 89°36'45" West 2672.73 feet along the East-West center quarter line of Section 26 to the center quarter corner of said Section 26;
Thence along the North-South center quarter line of said Section 26 North 0°03'56" West 25.00 feet;
Thence North 89°36'45" East 40.00 feet to the east side of the Hillsdale Highway district road right-of-way (Idaho State road designation IS 55B) and joining said road and the POINT OF BEGINNING of said centerline and 50 foot wide tract of land;
Thence from said POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 226.00 feet;
Thence continuing along said centerline South 0°03'56" East 525.00 feet to the POINT OF ENDING of said centerline and 50 foot wide tract of land. Said POINT OF ENDING bears South 23°24'24" East 570.41 feet from the POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 26: A parcel of land in the SW¼SE¼, being more specifically described as follows:

All of the land above the Northside Canal Company's Lateral A in the NW¼SW¼SE¼.

EXHIBIT B

Hurtado Farms, LLC 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with Mortgage by Hurtado Farms, LLC and Hurtado Land & Livestock, LLC on land located in Cassia, Gooding, Twin Falls and Jerome Counties, Idaho

(list specific additional Property, if any)

Certificates representing 1,434.98 shares of capital stock of North Side Canal Company and water rights represented thereby.

Certificates representing 290.20 shares of capital stock of Salmon River Canal Company and water rights represented thereby.

Certificates representing 222.20 shares of capital stock of North Side Canal Company and water rights represented thereby.

Certificates representing 17.82 shares of capital stock of North Side Canal Company and water rights represented thereby.

All water rights represented by Permit or License No. 36-15995, 36-7508B, 36-16007, 36-9736, 36-16008 and 47-2296C issued by the Idaho Department of Water Resources.

Irrigation and Dairy Equipment

All Irrigation Equipment including Pivots, Pumps and Motors.

Water Rights as listed below:

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Place of Use	Combined Diversion	Combined Place of Use	Confirmed
							cfs	acres	cfs	acres	
Tract 1	43-13271	Brigham Young University	Decreed	6/8/1961	Ground Water	Irrigation	0.12	23.5	2.69	158	Yes
	43-13273	Brigham Young University	Decreed	5/3/1963	Ground Water	Irrigation	0.7	142.4			Yes
	43-13275	Brigham Young University	Decreed	8/8/1960	Ground Water	Irrigation	1.34	114.3			Yes
	43-13277	Brigham Young University	Decreed	7/15/1948	Ground Water	Irrigation	0.81	48.3			Yes
	43-13279	Brigham Young University	Decreed	6/19/1948	Ground Water	Irrigation	0.27	23.3			Yes
	43-10143	Brigham Young University	Decreed	11/30/1957	Ground Water	Stock/Dom.	0.13				Yes
Tract 2	43-13270	Brigham Young University	Decreed	6/8/1961	Ground Water	Irrigation	0.7	134.5	16.56	906	Yes
	43-13272	Brigham Young University	Decreed	5/3/1963	Ground Water	Irrigation	4.04	816.6			Yes
	43-13274	Brigham Young University	Decreed	8/8/1960	Ground Water	Irrigation	7.66	655.7			Yes
	43-13276	Brigham Young University	Decreed	7/15/1948	Ground Water	Irrigation	4.63	276.7			Yes
	43-13278	Brigham Young University	Decreed	6/19/1948	Ground Water	Irrigation	1.58	133.7			Yes

Private Ground Water Rights - Dairy 1 & 2

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 1 & 2	36-4002	Aardema Farm LTD Partnership	Decreed	4/2/1953	Ground Water	Irrigation	1.73	1.73	142	142	556	Yes
	36-7049	Aardema Farm LTD Partnership	Decreed	1/10/1958	Ground Water	Irrigation	2.41	2.63	126	126	504	Yes
	36-7529	Aardema Farm LTD Partnership	Decreed	4/18/1973	Ground Water	Irrigation	0.8		40	40	160	Yes
	36-15266C	Aardema Farm LTD Partnership	Decreed	3/15/1975	Ground Water	Irrigation	0.52	1.75	91.7	178.4	717.6	Yes
	36-18782	Aardema Farm LTD Partnership	Decreed	6/23/1962	Ground Water	Irrigation			87.7			Yes
	36-2412D	Aardema Farm LTD Partnership	Decreed	1/22/1963	Ground Water	Commercial/Dix	0.65	0.65			126	Yes
	36-2728D	Aardema Farm LTD Partnership	Decreed	6/23/1962	Ground Water	Commercial/Dix	0.22	0.56			71	Yes
	36-16264D	Aardema Farm LTD Partnership	Decreed	3/15/1975	Ground Water	Commercial/Dix	0.11				71	Yes
	36-8169	Aardema Farm LTD Partnership	Decreed	4/6/1983	Ground Water	Commercial/Dix	0.26				30	Yes
	36-18769	Aardema Farm LTD Partnership	Decreed	6/23/1962	Ground Water	Commercial/Dix	0.08				27	Yes
	36-8617	Aardema Farm LTD Partnership	Decreed	4/3/1953	Ground Water	Commercial/Dix	0.04	0.04			12.6	Yes
	36-11074	Aardema Farm LTD Partnership	Decreed	12/31/1958	Ground Water	Stock/Domestic	0.12	0.12				Yes
	36-10488	Aardema Farm LTD Partnership	Decreed	1/1/1925	Ground Water	Domestic	0.04					Yes
	36-10686	Aardema Farm LTD Partnership	Decreed	1/1/1953	Ground Water	Domestic	0.04					Yes
	36-10688	Aardema Farm LTD Partnership	Decreed	1/1/1953	Ground Water	Domestic	0.04					Yes
	36-10687	Aardema Farm LTD Partnership	Decreed	1/1/1953	Ground Water	Domestic	0.04					Yes
	36-11075A	Aardema Farm LTD Partnership	Decreed	12/31/1944	Ground Water	Domestic	0.04					Yes
	36-15110	Aardema Farm LTD Partnership	Decreed	12/31/1957	Ground Water	Domestic	0.04					Yes

Private Ground Water Rights - Office

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Ividual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Office	36-2245	Aardema Farms LTD Partnership	Decreed	12/31/1953	Ground Water	Irrigation	2.6	2.6	142	142	568	Yes
	36-2412A	Aardema Farms LTD Partnership	Decreed	1/22/1963	Ground Water	Irrigation	0.61	0.61	39	39	156	Yes
	36-2710	Aardema Farms LTD Partnership	Decreed	2/2/1951	Ground Water	Irrigation	2.44	2.44	154	154	616	Yes
	36-7216	Aardema Farms LTD Partnership	Decreed	1/3/1972	Ground Water	Irrigation	0.84		164			Yes
	36-7280	Aardema Farms LTD Partnership	Decreed	1/23/1973	Ground Water	Irrigation	1.6	1.6	80	80	320	Yes
	36-10887	Frans & Cornelia Aardema	Decreed	1/1/1950	Ground Water	Domestic	0.04					Yes
	36-15108	Aardema Farms LTD Partnership	Decreed	12/31/1951	Ground Water	Domestic	0.04					Yes
	36-15109	Aardema Farms LTD Partnership	Decreed	12/31/1950	Ground Water	Stock	0.23					Yes
	36-15110	Aardema Farms LTD Partnership	Decreed	12/31/1957	Ground Water	Domestic	0.04					Yes
	36-15111	Aardema Farms LTD Partnership	Decreed	12/31/1948	Ground Water	Domestic/Stock	0.13					Yes

Private Ground Water Rights - Dairy 3

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Ividual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 3	36-2087K	Don Aardema	Decreed	1/23/1973	Ground Water	Irrigation	0.01	0.06	0.4	3	12	Yes
	36-2113K	Don Aardema	Decreed	3/12/1951	Ground Water	Irrigation	0.01		0.2			Yes
	36-2181K	Don Aardema	Decreed	1/11/1952	Ground Water	Irrigation	0.01		0.1			Yes
	36-2288K	Don Aardema	Decreed	12/2/1945	Ground Water	Irrigation	0.01		0.1			Yes
	36-2311H	Don Aardema	Decreed	11/23/1955	Ground Water	Irrigation	0.01		0.2			Yes
	36-2600H	Don Aardema	Decreed	7/16/1951	Ground Water	Irrigation	0.01		0.2			Yes
	36-2614H	Don Aardema	Decreed	8/7/1945	Ground Water	Irrigation	0.01		0.3			Yes
	36-7307H	Don Aardema	Decreed	2/26/1973	Ground Water	Irrigation	0.01		0.2			Yes
	36-7382H	Don Aardema	Decreed	6/2/1973	Ground Water	Irrigation	0.01		1.9			Yes
	36-7477H	Don Aardema	Decreed	5/28/1974	Ground Water	Irrigation	0.01		0.1			Yes
	36-7626H	Don Aardema	Decreed	2/4/1976	Ground Water	Irrigation	0.01		0.1			Yes
	36-7778H	Don Aardema	Decreed	3/22/1978	Ground Water	Irrigation	0.01		0.3			Yes
	36-7832H	Don Aardema	Decreed	12/11/1978	Ground Water	Irrigation	0.01		0.1			Yes
	36-10225H	Don Aardema	Decreed	5/1/1985	Ground Water	Irrigation	0.01		0.1			Yes
	36-16184H	Don Aardema	Decreed	12/11/1969	Ground Water	Irrigation	0.02		1.6			
	36-7260	Aardema Farms LTD Partnership	Decreed	7/23/1972	Ground Water	Commercial/Stock	0.25					Yes
	36-7734	Aardema Farms LTD Partnership	Decreed	3/11/1977	Ground Water	Irr/Commercial/Stock	1	1.25	30	30	70.8	Yes

Private Ground Water Rights - East Tracts

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Ividual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Sec 34	36-14108	Aardema Farms LTD Partnership	Decreed	7/7/1945	Ground Water	Stock/Domestic	0.05					Yes
Sec 1	36-14667	Aardema Farms LTD Partnership	Decreed	4/30/1941	Ground Water	Stock/Domestic	0.05					Yes
Sec 34	36-16000	Aardema Farms LTD Partnership	Decreed	10/31/1927	Ground Water	Stock/Domestic	0.05					Yes

COPY

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into as of the 6th day of March, 2019 ("Effective Date") between, a Partnership, AARDEMA FARM LIMITED PARTNERSHIP, DONALD JOHN AARDEMA, RONALD AARDEMA, DONALD JAY AARDEMA, AND ANY AND ALL OTHER INDIVIDUALS AND/OR ENTITIES NECESSARY TO TRANSFER THE REAL PROPERTY AND PERSONAL PROPERTY SUBJECT TO THIS AGREEMENT, collectively "Aardema", hereinafter referred to as "Seller" and HURTADO FARMS, LLC, an Idaho limited liability company, "Hurtado", hereinafter referred to as "Buyer". Buyer and Seller are jointly referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. This Agreement relates to the purchase and sale of Real and Personal Property. The Parties agree that Hurtado will be purchasing the Real Property and Personal Property associated with this transaction.

B. Hurtado owns various business entities and may assign any and/or all of its interest in this Agreement to any of his various business entities at any point in time prior to Closing.

C. Aardema and/or its various business entities own the Real and Personal Property subject to this Agreement. At present it is unclear exactly which entity owns the Real and Personal Property subject to this Agreement. However, it is the intent of Aardema to bind its various entities to this Agreement which may own the assets identified herein.

D. Hurtado is presently in possession of the Real and Personal Property subject to this transaction pursuant to the Parties Agreement as evidenced within the Letter of Intent and Interim Lease Agreement[1] executed on December 14, 2018.

AGREEMENT

1) **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title and interest in and to those certain parcels of real property located in Gooding County, Idaho, and Jerome County, Idaho, consisting of agriculture farm ground and dairy facilities. The real property more particularly described in Section 1(a) below (the "Land"), together with all appurtenances thereunto, including all improvements, permits, easement rights, fixtures, minerals and mineral rights, canal company shares, water and water rights, and the leases and personalty, all as more particularly described below collectively with the Land, (the "Property").

[1] *See* Exhibit F.

a) **Land.** The Land consists of approximately 2,261.9 +/- acres of real property[2], all of which real property is legally described in Exhibit A[3], together with all appurtenances and improvements thereon.

(1) The 3.89[4] acres of non-farming ground related to the Olson property shall be excluded from this transaction. Seller shall be responsible for all costs associated with excluding the same from this present transaction. Furthermore, Seller shall be responsible for any and all costs associated with any land division process and/or lot line adjustment required by Jerome County to ensure that Hurtado obtains a legal lot associated with the remaining tract.[5]

(2) *Closing Condition A.* An un-waivable contingency to this Agreement and a Closing Condition of this transaction is that Hurtado acquire the Real Property located east of the Real Property identified as Dairy #4 which is owned by Donald Aardema Sr.. Said Real Property is identified within Exhibit A-1 and is outlined in Red.

(3) *Closing Condition B.* An un-waivable contingency to this Agreement and a Closing Condition of this transaction is that Hurtado obtain a first right of refusal on the Real Property located east of the Real Property identified as Dairy #4 which is owned by Ronald Aardema. Said Real Property is identified within Exhibit A-1 and is outlined in Green.

(4) *Closing Condition C.* An un-waivable contingency to this Agreement and a Closing Condition of this transaction is that Hurtado obtain financing through his existing lender at reasonable rates and upon terms and conditions which are satisfactory to Hurtado in its sole and absolute discretion.

b) **Personalty**. Hurtado, shall purchase the personal property listed within Exhibit B and Exhibit C, all of which is located on the Land ("Personal Property"). Furthermore, any and all Real Property and Personal Property remaining on the Land at the time of Closing shall be transferred to Hurtado. Reap property Personal Property shall be conveyed AS-IS, without warranty, in the condition existing on December 15, 2018.

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[2] Of the Land identified the Seller provides a warranty to Seller that 1,830.8+/- acres of the Land are farmable and that sufficient water rights and/or canal company shares exist to irrigate the farmable land. Furthermore, there is sufficient water rights for the continued operation of the dairy farm facilities subject to this transaction consistent with the existing CAFO and/or LCO permits issued by either Gooding and/or Jerome County. Furthermore, said water usage is consistent with the approved Nutrient Management and/or Environmental plan approved by the Idaho State Department of Agriculture.

[3] At present the Parties have not obtained complete and final legal descriptions of the Land. Therefore, attached as Exhibit A-1 are several Maps which identify the Land which shall be transferred pursuant to this Agreement. Said parcels are outlined in yellow.

[4] See Parcel 2 Legal Description Prepared by Trevor Reno. See Record of Survey Prepared by Trevor Reno relating to the same.

[5] See Exhibit A-2.

i) Notwithstanding the foregoing Seller shall have until 11:59 p.m. on August 31, 2019 to remove any and all Corn Silage which remains on the Land. If not removed by that time Seller waives any and all interest in the same. Furthermore, Buyer from September 1, 2019 at 12:01 a.m. may utilize the same and shall not be responsible for any payments to Seller for the same.

ii) Notwithstanding the foregoing identified in subsection (i) Buyer shall acquire 30,000 tons of the corn silage in a separate transaction with Seller.[6]

c) **Water Rights**. Appurtenant to the Real Property and subject to this transaction are water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including but not limited to certain shares of stock in North Side Canal Company and ground water rights. All water and water rights described on Exhibit C, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district, or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Land (collectively, "Water Rights").

d) **Permits.** Appurtenant to the Real Property is a series of CAFO/LCO Permits, hereinafter referred to as the "Permits". The Permits are described in EXHIBIT D. Seller shall effectuate any and all necessary documents to transfer the same to Buyer. Additionally, Aardema shall transfer any and all interest in their milk shipping permits associated with the Real Property described in EXHIBIT A to Buyer at the time of Execution of this Agreement. An un-waivable contingency to this Agreement and a Closing condition of this transaction is that that Hurtado acquire the same and be allowed to ship all milk produced upon the Land to Seller's existing milk processor. In the event that this transaction fails for any reason Seller shall be entitled to recapture their milk shipping permits. Lastly, Seller shall assign and/or allow Buyer to utilize Seller's approved Environmental Management Plan and/or Nutrient Management Plan relating to the Real Property from the effective date until such time that Buyer obtains an approved Environmental Management Plan and/or Nutrient Management Plan.

e) **Mineral, Oil, Gas and Geothermal Rights.** All minerals and mineral rights, oil and gas rights, and geothermal rights, appurtenant to or pertaining to the Land.

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[6] The parities have not yet agreed upon terms of the same. However, the ultimate purchase price shall be offset by the total amount of $237,000. Said amount is subject to change based on the total amount paid by CSC Farms pursuant to the previously executed 2019 Farm Lease.

f) **Leases.** All permits, land, improvements and other leases pertaining to the Land, that have been disclosed to Buyer in writing and are accepted by Buyer in its sole discretion (collectively, the "Leases")[7].

g) **Current Growing Crops.** Buyer shall reimburse the seller the total amount of for all current growing crops. Said amount shall be paid at the time of closing on the Real Property pursuant to this Agreement. In the event that the parties are unable to close on the Real Property transaction identified herein, Buyer shall not be required to purchase and/or continue to maintain the same. Buyer shall not be responsible for any costs and/or damages associated with the same.

h) **FSA Programs.** All rights pertaining to the Property in connection with any programs administered by the Farm Service Agency ("FSA Programs"), including, but not limited to, all base acres and yields and any CRP contracts, leases and/or agreements. Seller will cooperate with Buyer to accomplish such transfers on or after closing, as applicable. Any payments due under this section which are related to the 2018 growing season (excluding any current growing crop), or any prior year, even if paid after the closing of this transaction, will be paid directly to Seller and not subject to any offset for the benefit of Buyer.

2) **PURCHASE PRICE.**

a) **Purchase Price.** The purchase price shall be the "Purchase Price")[8].

b) **Earnest Money.** Seller specifically waives any obligation upon the Buyer to make an earnest money deposit with an Escrow Agent.

c) **Seller's Election to Utilize Internal Revenue Code Section 1031.** Seller may elect to utilize Section 1031 of the Internal Revenue Code to complete a deferred exchange. Buyer acknowledges the same and will cooperate to any extent necessary. Buyer agrees that Seller may assign its rights under this Agreement to a qualified intermediary with respect to all or a portion of the Purchase Price and that portion of the Property associated therewith. Such an assignment of this Agreement to a qualified intermediary shall not release Buyer or Seller from any of its respective liabilities and obligations to each other or expand any such respective liabilities or obligations under this Agreement. Seller agrees to indemnify and hold Buyer harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

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[7] The Buyer is presently aware of one 2019 Farm Lease with CSC Farms. All Lease proceeds shall be assigned to Buyer at the time of Closing and/or credited against the Purchase Price as identified herein. The Buyer is aware of four written Lease Agreements related to rental homes on the Land.

[8] Said amount excludes the $1,6000,000 to Donald John Aardema which is subject to a separate Purchase and Sale Agreement.

3) BUYER'S DUE DILIGENCE.

a) **Due Diligence Period.** Buyer shall have until the Closing Date (as such term is defined below) (such period, the "Due Diligence Period"), to conduct due diligence on the Property. On or before expiration of the Due Diligence Period, Buyer shall deliver a written notice to Seller stating either (i) that Buyer accepts the condition of the Property and elects to proceed to closing ("Approval Notice"), or (ii) that Buyer has determined that the Property is unacceptable (in Buyer's sole discretion) and that Buyer elects to terminate this Agreement ("Disapproval Notice"). Upon Buyer's delivery of an Approval Notice, Buyer and Seller shall proceed to closing as set forth in Section 6 below. Upon Buyer's delivery of a Disapproval Notice both parties shall be relieved of all obligations hereunder, except those obligations that expressly survive the termination of this Agreement.

b) **Inspection and Due Diligence Materials.** Before the Effective Date, Seller provided to Buyer documents and records of Seller pertaining to the Land and other items included in this Agreement. Seller understands and agrees that while Buyer has received these documents and records from Seller they are not all of the documents and/or records needed to complete Buyer's due diligence related to the Property. After the Effective Date, Seller shall provide to Buyer any further documents and records related to this transaction as reasonably requested by Buyer, and provided Seller is in possession of the same. If Seller is not in possession of any requested documents and records related to this transaction, Seller shall provide to Buyer any reasonably requested release so that Buyer can obtain the same from others.

i) *Immediately Requested Due Diligence Materials:*

a. A copy of any and all written lease agreements related to the Land;

b. Written descriptions of any and all oral lease agreements related to the Land;

c. A Copy of any and all written agreements with any utility providers related to the Land;

d. Copies of any and all utility bills for the proceeding twelve months relating to the Land;

e. A complete copy of any and all records related to the Land in the possession of the Idaho State Department of Agriculture "ISDA";

f. A copy of the ISDA approved Environmental/Nutrient Management Plan;

g. A complete copy of any and all information submitted as part of the Jerome and/or Gooding County CAFO application(s);

h. A complete copy of any all designs related to the construction of the dairy facility;

i. A copy of any and all information related to the water rights associated with the Land;

j. Copies of any and all payments related to any special assessments associated with the Land.

k. Copies of any and all materials related to the land division process to establish the parcel identified within the Exhibit A-2.

c) **Access and Indemnity**. During the Due Diligence Period, Buyer and its agents, consultants and contractors shall have access to the Property and may conduct such studies, appraisals, inspections, surveys or evaluations of the Property as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, liability, causes of action, judgments and expenses (including reasonable attorneys' fees and costs) arising from Buyer's inspection of the Property. Buyer shall repair any and all damage to the Property arising out of Buyer's inspection and shall restore the Property to as good a condition as existed on the date immediately preceding the date of such damage. The obligations set forth in this section shall survive the closing or the termination of this Agreement. Buyer shall have no obligation to indemnify Seller from any claim, damage, liability, cause of action, judgment or expense, including mechanic's liens, caused by Seller's negligence or willful misconduct or any physical condition existing on the Property prior to Buyer's inspection of the Property.

4) **CONDITION OF PROPERTY**. Subject to Section 1(b) above, Seller represents and warrants to Buyer as to those matters set forth on Exhibit E, attached hereto, which representations and warranties shall be deemed to be made by Seller as of the Effective Date and at the Closing Date, and which shall be a condition of Buyer's obligation to close. Except for such representations and warranties, and those set forth in the conveyance instruments identified in herein, Seller makes no other representations or warranties concerning the Property.

5) **TITLE INSURANCE**. As soon as practicable, but in any event not later than ten (10) business days after the Effective Date, Seller shall provide Buyer with an ALTA commitment for title insurance issued by Title Agent, or its designee, in the amount of the Purchase Price (the "Title Commitment"). Buyer shall notify Seller of its approval or disapproval of any exception shown in the Title Commitment within thirty (30) days of being provided the same by written notice (the "Title Notice"). Any exception shown on the Title Commitment which is not disapproved in writing within said thirty (30) days shall be deemed approved by Buyer and shall be a "Permitted Exception"; provided, however, any financial encumbrance shall be deemed to be disapproved unless otherwise specifically indicated by Buyer in writing. Seller shall, within ten (10) business days after the receipt of such Title Notice, remove the disapproved exceptions or give reasonable written assurances to Buyer that such disapproved exception(s) will be removed on or before closing. If Seller fails or refuses to remove such exceptions or to provide assurances to Buyer within such 10-day period, then Buyer may, at its option, terminate this Agreement

by giving notice of such termination to Seller. All obligations of Seller and Buyer under this Agreement shall terminate, except those obligations that expressly survive the termination of this Agreement. Buyer shall not be required to close if any exception disapproved by Buyer as herein provided cannot be removed by closing; provided, however, that Buyer may elect to close in spite of any disapproved exceptions and close on the remaining terms, but such closing shall not be a waiver of Seller's obligation to provide title as approved by the Buyer. Notwithstanding the foregoing, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement. Exceptions to be discharged by Seller may be paid out of the Purchase Price at closing.

6) CLOSING AND RELATED MATTERS.

a) **Closing Date.** If (i) Buyer delivers an Approval Notice, (ii) Buyer is satisfied with the condition of the title to the Property pursuant to Section 5 above, and (iii) Buyer's other closing conditions have been satisfied or waived in writing, then the closing shall take place on the March 28th, 2019, (the "Closing Date"), *provided that* the parties may advance the Closing Date to an earlier date by mutual agreement of all parties. Said date may be extended by either the Seller and/or Buyer for a period of thirty (30) days within their sole discretion. Buyer shall be entitled to exclusive possession of the Property on the Closing Date. Notwithstanding the foregoing the Buyer shall be allowed to access and utilize the Real and Personal property subject to this transaction pursuant to the Letter of Intent and Interim Lease Agreement.

b) **Closing.** The closing shall take place at TitleOne Corporation, 237 N. Lincoln, P.O. Box 349, Jerome, Idaho 83338, Attention: Laury Lamb, (208) 324-3357, llamb@titleonecorp.com ("Title Agent"). At least three (3) business days before the Closing Date, Buyer and Seller shall deposit with Title Agent all instruments and documents as necessary to complete the transaction in accordance with this Agreement. On or before the Closing Date, Buyer shall deposit with the Title Agent all monies, including the Purchase Price (payable in cash, by wire funds or official bank check, and the proration(s) described below), as necessary to complete the transaction in accordance with this Agreement. Title Agent's closing fees shall be equally divided between Seller and Buyer. Seller shall pay for the Title Policy (defined below). Buyer shall pay for any title insurance desired by Buyer in addition to the Title Policy, and for the cost of any tests or inspections of the Property desired by Buyer, including, but not limited to, equipment inspections, soils tests, water right evaluation, well water productivity test, level 1 environmental study, and flood certification. The income and expenses with respect to the Property, including, but not limited to, Leases, if any, taxes, assessments and utility charges, and those expenses described above at Section 1(f) shall be prorated as of the Closing Date. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement.

c) **Penalty and Extension of Closing Date:** This Closing Date is subject to the provisions of the Letter of Intent and Interim Lease Agreement as identified at 2(d). The Parties agree that the Closing date may be extended with no penalty to Buyer in order to complete the Land Division Process as it relates to the Real Property identified within Exhibit A-2. Furthermore, the closing date shall be extended until such time that the Seller can obtain the necessary releases from the appropriate lenders.

d) **Insurance and Indemnification.** Seller covenants and agrees to keep its personal property insured and agrees to indemnify and hold Buyer harmless from and against any and all claims, damages, liability, causes of action, judgments and expenses (including reasonable attorneys' fees and costs) arising in connection with such storage and removal (or failure to remove the same). Seller shall repair any and all damage to the Land arising out of such storage and removal (or failure to remove the same) and shall restore the Land to as good a condition as existed on the date immediately preceding the date of such damage. The obligations set forth in this section shall survive the closing or the termination of this Agreement.

e) **Conveyance and Other Instruments**. At closing, the parties shall execute and deliver the following:

(1) *Warranty Deed*, in the form set forth in Exhibit G, conveying good and marketable title to the Property to Buyer free and clear of all liens, claims and encumbrances;

(2) *Notice of Change in Water Right Ownership* ("Notice") in the form set forth in Exhibit H, thereby transferring the Seller's interest in the decreed water rights identified in Exhibit C to the Buyers.

(3) *Bill of Sale*, in the form set forth in Exhibit I, conveying good and marketable title to the Personal Property listed in Exhibit B and Exhibit C to Buyer free and clear of all liens, claims and encumbrances;

(4) All other documents or instruments reasonably requested by Buyer or Title Agent to complete the transactions contemplated by this Agreement, including any assignments or other documents required in connection with the transfer of any FSA Programs, Water Rights (including without limitation certificates of North Side Canal Company), or other entitlements related to the use of the Property, an Affidavit of Non-foreign Status (FIRPTA), and the No-Lien Affidavit described in Section 17 below.

f) **Title Insurance.** As soon as it is available after closing, Seller shall provide Buyer with an ALTA standard coverage title insurance policy pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of any defect in Buyer's title to

the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form, and the Permitted Exceptions ("Title Policy").

g) **Risk of Loss, Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller until such time that Buyer occupies each facility pursuant to Section 6(a) of this Agreement. If the Property is or becomes the subject of any condemnation proceeding prior to closing, then Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date. Upon such termination this Agreement shall be of no further force or effect and Title Agent provided, however, that Buyer, in its sole discretion, may elect to purchase the Property, in which case the Purchase Price shall be reduced by the amount of any condemnation award received by Seller at or prior to closing. At closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer in writing of any threatened or pending condemnation proceeding immediately upon Seller having knowledge thereof.

h) **Escrow Hold-Back.** The Property subject to this transaction primarily consists of agricultural farm ground and dairy farm facilities. As a requirement of the Idaho State Department of Agriculture every dairy farm facility within the State of Idaho shall have an approved waste containment system. Presently, the Land does not have a completely approved waste containment system.

As it relates to this Agreement and the partially approved waste containment system there exists one earthen dairy byproduct lagoon on Dairy #4 which remains to be relined with soil containing the necessary clay content. Seller shall be required to pay for any and all costs associated with obtaining an approval of the lagoon from the Idaho State Department of Agriculture[9].

It is believed between the parties that in order for the Seller to obtain approval of the lagoon from the Idaho State Department of Agriculture the Seller shall have to install soil containing the necessary clay content at the required depths and that the same must meet the required compaction rates.

The Seller and Buyer agree that Seller may complete this necessary work related to the lagoon. The Seller and Buyer acknowledge that improvements to the lagoon consistent with this contingency have and continue to occur on the Property. As such the Seller agrees to pay all sums related to improvements which occurred prior to the Effective Date of this Agreement and which shall continue to occur beyond the Effective Date of this Agreement. Due to weather conditions it appears that said repairs will occur following the Closing of this transaction. Therefore, the

[9] The Seller shall be required pay for any and all costs to obtain approvals on the entire Waste Containment system even if not specifically identified herein.

Seller and Buyer shall work in good faith to manage the waste containment system to ensure that all necessary repairs and approvals are completed and obtained.

As the Seller shall be required to satisfy any and all costs associated with obtaining the approval of the lagoon the amount of (the "Escrow Amount") shall be withheld from the Purchase Price and held in escrow with Title Agent pending approval of such lagoon pursuant to an escrow agreement in substantially the form attached as Exhibit J hereto (the "Escrow Agreement"). The parties covenant and agree to use their commercially reasonable best efforts to obtain approval of the lagoon by the Idaho Department of Agriculture as soon as possible. The Seller shall be solely responsible for all fees, costs and expenses of obtaining the approval, and shall timely pay the same when due if the costs exceed the amount withheld from the Purchase Price. Any portion, if any, of the Escrow Amount remaining unused shall be paid to Seller upon approval of the lagoon(s) by the Idaho State Department of Agriculture. The obligations set forth in this paragraph shall survive the closing or the termination of this Agreement.

7) **BROKERAGE**. Both Seller and Buyer represent and warrant that they have not used a broker or agent in this transaction. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all liabilities, demands, claims, actions or causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred by Buyer resulting from any brokerage commissions asserted as a result of the dealings of the Seller in connection with this Agreement or the sale of the Property.

8) **NOTICES**. Any notice under this Agreement shall be in writing and be delivered in person, by electronic mail, by public or independent private courier service (so long as such service provides written confirmation of delivery), or certified mail, return-receipt requested. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three days after mailing by registered or certified mail or (c) the day electronic mail delivery is verified as completed by the transmitting system.

If to Seller: Double A Dairy
305 S. County Line Rd.
Jerome, Idaho 83338

If to Seller: Hurtado Farms, LLC
200 East Ave. J
Jerome, ID 83338

With a copy to:

Sawtooth Law Offices, PLLC
David P. Claiborne and Evan T. Roth
1101 West River St. Ste.110
Boise, Idaho 83707
Email: David@sawtoothlaw.com
Evan@sawtoothlaw.com

9) **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via electronic mail shall be as effective as delivery of an original signed copy.

10) **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Buyer may assign this Agreement prior to closing upon written notice of such assignment to Seller.

11) **INTEGRATION; AMENDMENT.** This Agreement contains the entire agreement between the parties relating to the Property, and supersedes any prior agreement, arrangement or understanding between the parties, whether oral, written, electronic or otherwise. This Agreement may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail or other method permitted by the provisions for giving notice in this Agreement.

12) **REMEDIES.** If either Buyer or Seller defaults in the performance of this Agreement, the non-defaulting party may seek any right or remedy provided at law or equity, including specific performance of this Agreement, damages or rescission. In any suit, action or appeal therefrom to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover all of its costs incurred therein, whether of right or discretionary, including reasonable attorneys' fees, and including such costs and reasonable attorneys' fees on appeal or incident to collection or enforcement of a judgment.

13) **WAIVER.** Waiver of performance of any provision of this Agreement shall not be a waiver of, nor prejudice, the party's rights otherwise to require performance of the same provision or any other provision.

14) **TIME OF THE ESSENCE; BUSINESS DAYS AND HOURS.** Time is of the essence in this Agreement. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is located. A business day shall not include any Saturday or Sunday nor shall a business day include any legal holiday recognized by the State of Idaho as set forth in Idaho Code § 73-108. The time in which any act required under this Agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday or a weekend then the time for performance shall be the next subsequent business day.

15) **SELLER COOPERATION; CONTINUED OPERATIONS.** Seller shall cooperate in connection with Buyer's efforts to obtain inspections, reports, permits, consents and approvals as Buyer deems necessary or appropriate in connection with the Property. From the Effective Date through the Closing Date, Seller shall continue to operate, keep and maintain the Property in the ordinary course of business and at a level consistent with prior practices.

16) **AUTHORITY.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and to deliver this Agreement on behalf of the party such individual represents and that this Agreement is binding upon said party in accordance with its terms.

17) **PARTIES IN POSSESSION; LIENS.** Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, that the Property is not subject to any leases, tenancies or rights of persons in possession except as have been disclosed to Buyer in writing. Prior to closing, Seller shall execute and deliver to Title Agent or Buyer an executed No-Lien Affidavit, in a form reasonably acceptable to Buyer, confirming the nonexistence of any liens or rights to any liens on the Property.

18) **CONSTRUCTION.** Both the Seller and the Buyer have been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for the preparation of this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its plain meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

19) **CONFIDENTIALITY AND NO-SHOP.** From the Effective Date until the Closing Date or earlier termination of this Agreement, Buyer and Seller shall maintain strict confidentiality regarding the existence of the parties' negotiations, this Agreement, the proposed transaction and all other matters related thereto. Notwithstanding the foregoing, each party shall be entitled to disclose to its legal and financial advisors such information to the extent necessary for the advisors to provide advice to such party and if each such advisor acknowledges, in writing, that it is bound by this provision. In addition, Seller agrees that, during the period noted above, it will not list or advertise the Property for sale or lease, or accept any offer or contract, or engage in any negotiation or discussion regarding the sale, lease, hypothecation, or any other transaction relating to the Property (or any merger or sale of equity which would involve a change of control of Seller) and will immediately disclose any unsolicited offers or inquiries to Buyer.

20) **CHOICE OF LAW.** This Agreement and any issues or disputes arising out of, relating to, or in any manner in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Idaho, without giving effect to its conflict of laws principles. In the event of any dispute arising out of this Agreement or any action to enforce the terms hereof, the parties expressly submit

to jurisdiction and agree to venue in the Fifth Judicial District of the State of Idaho, in and for the County of Jerome and irrevocably and unconditionally waive any right to argue that any such court constitutes an inconvenient forum. Further, the parties expressly consent to accept service of any pleading or motion related to enforcing this Agreement by the prosecuting/moving party by mailing, hand delivering, or overnight expressing a copy to the other party and the other party's attorneys, if any. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

The parties have executed this Agreement effective the day and year first above written.

"AARDEMA"

DATED THIS 6TH DAY OF MARCH, 2019

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

By: RONALD AARDEMA, Partner

By: DONALD JAY AARDEMA, Partner

By: DONALD JAY AARDEMA, as an Individual

By: RONALD AARDEMA, as an Individual

By: DONALD JOHN AARDEMA, as an Individual

"HURTADO"

DATED THIS 6TH DAY OF MARCH, 2019

HURTADO FARMS, LLC

JESUS HURTADO, Member

to jurisdiction and agree to venue in the Fifth Judicial District of the State of Idaho, in and for the County of Jerome and irrevocably and unconditionally waive any right to argue that any such court constitutes an inconvenient forum. Further, the parties expressly consent to accept service of any pleading or motion related to enforcing this Agreement by the prosecuting/moving party by mailing, hand delivering, or overnight expressing a copy to the other party and the other party's attorneys, if any. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

The parties have executed this Agreement effective the day and year first above written.

"AARDEMA"

DATED THIS 6TH DAY OF MARCH, 2019

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

Ronald Aardema

By: RONALD AARDEMA, Partner

By: DONALD JAY AARDEMA, Partner

By: DONALD JAY AARDEMA, as an Individual

Ronald Aardema

By: RONALD AARDEMA, as an Individual

By: DONALD JOHN AARDEMA, as an Individual

"HURTADO"

DATED THIS 6TH DAY OF MARCH, 2019

HURTADO FARMS, LLC

Jesus Hurtado

JESUS HURTADO, Member

to jurisdiction and agree to venue in the Fifth Judicial District of the State of Idaho, in and for the County of Jerome and irrevocably and unconditionally waive any right to argue that any such court constitutes an inconvenient forum. Further, the parties expressly consent to accept service of any pleading or motion related to enforcing this Agreement by the prosecuting/moving party by mailing, hand delivering, or overnight expressing a copy to the other party and the other party's attorneys, if any. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

The parties have executed this Agreement effective the day and year first above written.

"AARDEMA"

DATED THIS 6TH DAY OF MARCH, 2019

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

By: RONALD AARDEMA, Partner

By: DONALD JAY AARDEMA, Partner

By: DONALD JAY AARDEMA, as an Individual

By: RONALD AARDEMA, as an Individual

By: DONALD JOHN AARDEMA, as an Individual

"HURTADO"

DATED THIS 6TH DAY OF MARCH, 2019

HURTADO FARMS, LLC

JESUS HURTADO, Member

Exhibits:

Exhibit A –	Legal Description of the Land
Exhibit A1-	Maps of Included Property
Exhibit A2-	Survey and Maps of Excluded Parcel prepared by Trevor Reno
Exhibit B –	Description of Personal Property
Exhibit B1–	Description of Irrigation Equipment
Exhibit C –	Description of Water Rights
Exhibit D –	Jerome and Gooding County CAFO Permits
Exhibit E –	Seller Representations and Warranties
Exhibit F –	Letter of Intent and Interim Lease Agreement
Exhibit G –	Warranty Deed
Exhibit H –	Notice of Change in Water Right Ownership
Exhibit I –	Bill of Sale
Exhibit J –	Escrow Agreement

ACKNOWLEDGMENT AND AGREEMENT:

TitleOne Corporation hereby acknowledges receipt of a fully-executed copy of this Agreement and agrees to be bound by the terms thereof.

TITLEONE CORPORATION

By:_____
Name:_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND**

TRACT I
ARDEMA DAIRY #2
Parcel No. 1:

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

Section 35: SE¼SE¼, EXCEPT the South 365 feet of the West 600 feet

Parcel No. 2:

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

Section 35: The South 365 feet of the West 600 feet of the SE¼SE¼, EXCEPT that part of the SW¼SE¼SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼;
Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 3:

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

Section 35: Part of the SW¼SE¼SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼;
Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 4:

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

Section 35: NW¼SE¼; SW¼SE¼; and NE¼SE¼, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian;
Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;
Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet; Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 5:
(Slade Corner):

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

Section 36: Part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of said SW¼SW¼;
Thence North 0°01'00" West, 820.08 feet along the Westerly boundary of said SW¼SW¼;
Thence North 89°59'00" East, 50.00 feet;
Thence Southeasterly 1088.43 feet on the arc of a non-tangent curve to the left, the radius point of which is the center of a circular pivot irrigation system, with a radius of 1384.62 feet, a central angle of 45°02'21" and a chord which bears South 43°30'50" East, 1060.62 feet;
Thence South 0°02'00" West, 51.38 feet to the Southerly boundary of said SW¼SW¼;
Thence North 89°58'00" West, 780.00 feet to THE POINT OF BEGINNING.

Parcel No. 6:

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

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

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian;
Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;

Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet; Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

AARDEMA DAIRY #5
Parcel No. 7:

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

Section 34: NE¼SW¼; S½SW¼; SE¼; NW¼SW¼

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: Gov't Lots 2 and 3 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of the NW¼ of Section 2 for a distance of 1321.83 feet to the Northwest corner of Gov't Lot 3 and being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lots 3 and 2 for a distance of 2643.65 feet to the Northeast corner of Gov't Lot 2;
Thence South 00°20'26" East along the East boundary of Gov't Lot 2 for a distance of 1308.29 feet to the Southeast corner of Gov't Lot 2;
Thence South 89°50'57" West along the South boundary of Gov't Lots 2 and 3 for a distance of 2647.25 feet to the Southwest corner of Gov't Lot 3;
Thence North 00°10'46" West along the West boundary of Gov't Lot 3 for a distance of 1327.80 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: S½NW¼; SW¼; The West 54 rods of SW¼SE¼; Gov't Lot 4; and a tract of land in the NW¼SE¼, described as follows:

Beginning at the Center of Section 2, (which is the Northwest corner of the NW¼SE¼);
Thence South 23°15' East, 695.44 feet;
Thence South 39°23' East, 483.35 feet;
Thence South 44°56' East, 440.0 feet to the South line of said NW¼SE¼;
Thence North 89°44'45" West along the South line of said NW¼SE¼, 896.51 feet to the Southwest corner of said NW¼SE¼;
Thence North 0°11'45" East along the West line of said NW¼SE¼, 1320.4 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in Gov't Lot 4 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;
Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;
Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: A parcel of land located in the SW¼NE¼ and NW¼SE¼ of said Section, described as follows:

Commencing at the North quarter corner of said Section 2, from which the Northwest corner of said Section 2 bears North 89°43'41" West 2643.65 feet;
Thence South 00°15'37" East along the West boundary of the NE¼ of Section 2 for a distance of 1318.04 feet to the Northwest corner of the SW¼NE¼ of Section 2 and being THE TRUE POINT OF BEGINNING;
Thence North 89°50'57" East along the North boundary of the SW¼NE¼ of Section 2 for a distance of 1323.61 feet to the Northeast corner of the SW¼NE¼ of Section 2;
Thence South 00°20'26" East along the East boundary of the SW¼NE¼ of Section 2 for a distance of 900.00 feet;
Thence parallel with and approximately 30.0 feet Westerly of the wheel path of an irrigation sprinkler pivot on approximately the following courses:
South 49°45'29" West 55.40 feet;
South 49°10'56" West 71.81 feet;
South 48°19'13" West 109.73 feet;
South 45°47'12" West 105.11 feet;
South 42°43'57" West 104.87 feet;
South 39°39'00" West 108.60 feet;
South 33°09'09" West 109.53 feet;
South 30°55'58" West 109.24 feet;

South 28°31'44" West 103.91 feet;
South 23°41'34" West 112.12 feet;
South 18°21'15" West 109.82 feet;
South 15°45'15" West 104.04 feet;
South 11°19'14" West 107.30 feet;
South 06°59'33" West 35.58 feet;
Thence leaving the parallel line on a bearing of North 81°20'31" West for a distance of 354.23 feet to an existing property corner;
Thence North 23°40'50" West along the property line for a distance of 695.46 feet to the Southwest corner of the SW¼NE¼ of Section 2;
Thence North 00°15'51" West along the West boundary of the SW¼NE¼ of Section 2 for a distance of 1320.18 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: E½SE¼; SW¼SE¼; SE¼NE¼; Gov't Lot 1;

Section 11: The West 54 rods of Gov't Lot 1; Gov't Lots 2 and 3 North of the Canyon Rim except a tract conveyed to Idaho Power Company in Gov't Lot 3; recorded July 16, 1928 in Book 22 Deeds Page 162 and recorded March 23, 1931 in Book 22 Deeds Page 623.

Parcel No. 8:

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A parcel of land located in Gov't Lot 4 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2;
Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;
Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;
Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TRACT II

Parcel No. 1:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 6: SE¼NW¼, Lot 4 and the East 340 feet of Lot 5, and Lot 3 EXCEPT that certain portion of Lot 3 described as follows:

Beginning at the North Quarter corner of Section 6, the TRUE POINT OF BEGINNING;
Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6;
Thence South 247.16 feet;
Thence South 43°56'19" East 73.52 feet;
Thence South 89°53'17" East 98.98 feet to the Easterly boundary for Government Lot 3;
Thence North 300.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM part of the NE¼NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner for Section 6;
Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6 to the TRUE POINT OF BEGINNING;
Thence South 247.16 feet;
Thence North 43°56'19" West 190.69 feet;
Thence North 64°18'54" West 197.18 feet;
Thence North 0°06'43" West 25.00 feet to the Northerly boundary of Section 6;
Thence South 89°53'17" East 309.98 feet along said Northerly boundary to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM part of the NE¼NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho , more particularly described as follows:

Beginning at the North Quarter corner for Section 6;
Thence South 300.00 feet to the TRUE POINT OF BEGINNING;
Thence South 102.53 feet;
Thence North 43°56'19" West 142.65 feet;
Thence South 89°53'17" East 98.98 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the S½NW¼ of Section 6, Township 9 South, Range 16 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Commencing at the West One Quarter (W¼) corner of said Section 6, from which the East One Quarter (E¼) corner of said Section 6 bears North 89°51'24" East 5002.96 feet;

Thence North 89°51'24" East along the South boundary of the NW¼ of said Section 6 for a distance of 1190.84 feet to the TRUE POINT OF BEGINNING;
Thence North 00°08'36" West for a distance of 93.85 feet to a point in the center of an irrigation lateral;
Thence along the center of the irrigation lateral on the following courses:
North 88°47'20" East, 43.05 feet;
South 87°49'40" East, 98.04 feet;
South 73°51'16" East, 69.76 feet;
South 84°10'24" East, 93.03 feet;
South 76°27'52" East, 49.47 feet;
South 59°41'54" East, 30.68 feet;
South 43°13'01" East, 41.93 feet;
South 61°38'18" East, 7.49 feet to a point on the South boundary of the NW¼ of said Section 6;
Thence South 89°51'24" West along the South boundary of the NW¼ of said Section 6 for a distance of 410.22 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 1: S½NE¼;

TRACT III

Parcel No. 1:

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

Section 25: W½SW¼; SE¼SW¼, EXCEPTING THEREFROM that part of the NW¼SW¼ described as follows:

Commencing at the West quarter corner of said Section 25, from which the Southwest corner of Section 25 bears South 00°01'31" East, 2643.34 feet. Said West quarter corner being THE TRUE POINT OF BEGINNING;
Thence South 89°39'19" East along the North boundary of the NW¼SW¼ of Section 25 for a distance of 666.83 feet to the center of an irrigation canal;
Thence along the center of the irrigation canal on the following courses:
South 24°30'22" East, 32.00 feet to the point of curve of a curve right;
Thence Southwesterly along the center of the canal on the arc of the curve right for a distance of 299.98 feet to the point of tangent, said arc having a radius of 266.64 feet and a long chord bearing and distance of South 07°43'28" West, 284.41 feet;
Thence South 39°57'17" West, 121.90 feet;
Thence South 45°09'51" West, 117.12 feet;
Thence South 54°28'01" West, 65.66 feet;

Thence South 60°46'07" West, 84.20 feet;
Thence South 64°28'03" West, 110.08 feet to the point of a curve left;
Thence Southeasterly along the center of the canal on the arc of the curve left for a distance of 249.00 feet to the point of tangent, said arc having a radius of 155.84 feet and a long chord bearing and distance of South 16°49'59" West, 218.97 feet;
Thence South 27°47'50" East, 130.51 feet;
Thence South 48°17'38" East, 179.45 feet;
Thence South 54°28'28" East, 63.66 feet;
Thence leaving the center of the canal on a bearing of South 89°30'39" West for a distance of 437.04 feet to a point on the West boundary of the NW¼SW¼ of Section 25;
Thence North 00°01'31" West along the West boundary of the NW¼SW¼ of Section 25 for a distance of 1102.85 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion for a County right of way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083584, Jerome County records.

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

Section 26: SW¼; N½SE¼;

EXCEPTING THEREFROM that portion for a County right of way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083586, Jerome County records.

Parcel No. 2:
(Hite Farmland):

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

Section 35: E½NE¼

EXCEPT

Beginning at the Northeast corner of Section 35;
Thence North 89°40'55" West 40.00 feet along the Northerly boundary of Section 35 to the TRUE POINT OF BEGINNING;
Thence North 89°40'55" West, 1280.82 feet along said Northerly boundary to the Northwest corner of E½NE¼;
Thence South 0°03'20" West, 176.85 feet along the Westerly boundary of E½NE¼;
Thence South 89°40'55" East, 1280.76 feet;
Thence North 0°04' East, 176.85 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land in the fee for a County Road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is the Northeast corner of said Section 35;
Thence South 0°23'37" West, 60.73 feet along the section line and the Easterly boundary line of said entire tract;
Thence North 89°36'23" West, 25.00 feet to the Westerly highway right of way line of 100 West Street;
Thence North 0°23'37" East, 10.00 feet along said highway right of way line;
Thence Westerly 15.02 feet along the arc of a 8196.50-foot radius curve to the right, chord bears South 89°18'42" West, 15.02 feet to a Westerly boundary line of said entire tract, at a point 46.50 feet radially distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 311+01.55;
Thence North 0°24'44" East, 51.19 feet along said boundary line to a Northwest corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East, 40.00 feet along said section line and the Northerly boundary line of said entire tract to the POINT OF BEGINNING.

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

Section 35: W½NE¼

EXCEPT

Beginning at the North Quarter corner of Section 35;
Thence South 89°40'55" East 30.00 feet along the Northerly boundary of Section 35 to THE TRUE POINT OF BEGINNING;
Thence South 0°02'55" West 170.00 feet;
Thence South 89°40'55" East 654.58 feet;
Thence South 86.82 feet;
Thence South 89°40'55" East 145.00 feet;
Thence North 86.82 feet;
Thence South 89°40'55" East 461.21 feet to a point 30.00 feet Westerly of the East boundary of the W½NE¼;
Thence North parallel to and 30.00 feet West of the East boundary of the W½NE¼ 170.00 feet to the North boundary of Section 35;
Thence North 89°40'55" West 1260.82 feet along said Northerly boundary to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land for a county road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being a part of the entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is the North quarter corner of said Section 35;
Thence South 89°20'41" East, 30.00 feet along the Section line and the Northerly boundary line to a Northeast corner of said entire tract;
Thence South 0°23'09" West, 38.32 feet along a Easterly boundary line of said entire tract to a point 35.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 285+30.32;
Thence North 89°29'49" West, 29.99 feet to the Westerly boundary line of said entire tract;
Thence North 0°22'42" East, 38.40 feet along said boundary line to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land in fee for a County Road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1320.82 feet South 89°20'41" East along the section line from the North quarter corner of said Section 35;
Thence South 0°08'41" West, 25.00 feet along the Easterly boundary line of said entire tract to a point 35.06 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 298+20.27;
Thence North 89°20'41" West 30.11 feet to a Westerly boundary line of said entire tract;
Thence North 0°23'45" East, 25.00 feet along said boundary line to a Northwesterly corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East 30.00 feet along said section line and a Northerly boundary line of said entire tract to THE POINT OF BEGINNING.

Parcel No. 3:

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

Section 35: That part of the W½NE¼ described as follows:

Beginning at the North Quarter corner of Section 35;
Thence South 89°40'55" East 30.00 feet along the Northerly boundary of Section 35 to THE TRUE POINT OF BEGINNING;
Thence South 0°02'55" West 170.00 feet;
Thence South 89°40'55" East 654.58 feet;
Thence South 86.82 feet;

Thence South 89°40'55" East 145.00 feet;
Thence North 86.82 feet;
Thence South 89°40'55" East 461.21 feet to a point 30.00 feet Westerly of the East boundary of the W½NE¼;
Thence North parallel to and 30.00 feet West of the East boundary of the W½NE¼ 170.00 feet to the North boundary of Section 35;
Thence North 89°40'55" West 1260.82 feet along said Northerly boundary to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land for a county road right of way conveyed to Jerome Highway District by Warranty Deed recorded July 1, 2008 as Instrument Number 2083587, Jerome County records, being a part of the entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is 30.00 feet South 89°20'41" East along the section line from the North quarter corner of said Section 35;
Thence South 89°20'41" East, 1260.82 feet along said section line and the Northerly boundary line to the Northwest corner of said entire tract;
Thence South 0°23'45" West, 25.92 feet along the Easterly boundary line of said entire tract to a point 35.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765(100), opposite approximate Engineers Station 297+90.10;
Thence South 88°45'27" West, 157.11 feet;
Thence South 89°51'48" West, 156.49 feet;
Thence Westerly 177.45 feet along the arc of a 12033.00-foot radius curve to the right, chord bears South 89°55'34" West, 177.45 feet;
Thence North 88°23'42" West, 165.17 feet;
Thence North 89°23'36" West, 540.00 feet;
Thence South 86°11'29" West, 64.87 feet to the Westerly boundary line of said entire tract;
Thence North 0°23'09" East, 38.32 feet along the Westerly boundary line of said entire tract to THE POINT OF BEGINNING.

TRACT IV

Parcel No. 1:

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

Section 34: SE¼SE¼;

Parcel No. 2:

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

Section 35: Part of the SW¼NW¼ and part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of Section 35 in Township 8 South, Range 16 East Boise Meridian, said corner marked by a brass cap;
Thence South 00°01'42" East (South 00°01'40" East, Rec.) along the West line of Section 35 for a distance of 2293.44 feet (2293.47 feet, Rec.) to a spike nail which shall be THE POINT OF BEGINNING;
Thence along a non-tangent curve to the right for a distance of 1599.99 feet (1599.83 feet, Rec.) to a ½ inch rebar, said curve having a radius of 1360.00 feet, a delta angle of 67°24'22", and a long chord bearing of North 50°09'02" East (North 50°08'57" East, Rec.) for a distance of 1509.30 feet (1509.10 feet, Rec.) to the North line of the SW¼NW¼;
Thence South 89°43'42" East (South 89°43'31" East, Rec.) along said 1/16 section line for a distance of 161.59 feet (161.57 feet, Rec.) to a ½ inch rebar at the Northeast corner of the SW¼NW¼;
Thence South 00°00'48" East (South 00°00'54" East, Rec.) along the East line of the SW¼NW¼ for a distance of 1320.94 feet (1320.90 feet, Rec.) to the Northeast corner of the NW¼SW¼;
Thence South 00°00'27" East (South 00°00'36" East, Rec.) along the East line of the NW¼SW¼ for a distance of 1321.10 feet (1321.05 feet, Rec.) to a ½ inch rebar at the Southeast corner of the NW¼SW¼;
Thence North 89°43'23" West (North 89°43'28" West, Rec.) along the South line of the NW¼SW¼ for a distance of 547.72 feet to a ½ inch rebar;
Thence North 55°51'37" West for a distance of 559.51 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 286.70 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 22.89 feet to the West line of Section 35;
Thence North 00°01'00" West (North 00°01'04" West, Rec.) along said section line for a distance of 1005.08 feet to a ½ inch rebar at the West ¼ corner of Section 35;
Thence North 00°01'42" West (North 00°01'40" West, Rec.) along said section line for a distance of 348.22 feet (348.23 feet, Rec.) to the POINT OF BEGINNING.

SUBJECT TO a county road right of way along the West side.

Parcel No. 3:

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

Section 35: A parcel of land located in the SW¼NW¼, more particularly described as follows:

Commencing at the Northwest Section corner of Section 35;
Thence South 0°01'40" East, 1320.85 feet along the West Section line of said Section 35 to a point on said line at the Northwest corner of the SW¼NW¼;
Thence South 89°43'31" East, 584.10 feet along the North line of the SW¼NW¼ to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°43'31" East, 575.00 feet continuing along said line to a point on said line;

Thence Southwesterly 613.53 feet along the arc of a curve left, said curve having a radius of 1360.00 feet with a tangent of 312.08 feet, a Delta of 25°50'52", a Chord length of 608.34 feet, and a Chord Bearing of South 70°55'31" West;
Thence North 0°00'54" West, 201.56 feet to the TRUE POINT OF BEGINNING.

Together with a 25.00 foot wide easement along the South side of an existing North Side Canal, with the easement centerline described as follows:

Commencing at the Northwest Section corner of Section 35;
Thence South 0°01'40" East, 1118.68 feet along the West Section line of said Section 35 to a point on said line which is the POINT OF BEGINNING;
Thence South 74°53'47" East, 362.88 feet to a point;
Thence Southeasterly 102.78 feet along the arc of a 150.00 foot Radius curve right, with a Tangent of 53.50 feet, Delta of 39°15'31", a Chord length of 100.78 feet and a Chord Bearing of South 57°37'26" East, to a point;
Thence Southeasterly 99.87 feet along the arc of a 100.00 foot Radius curve left, with a Tangent of 104.57 feet, a Delta of 59°54'50", a Chord length of 99.87 and a Chord Bearing of South 64°04'04" East to a point;
Thence South 89°43'31" East, 83.92 feet to the end point, said point lying South 89°43'31" East 25.00 feet and North 00°00'54" West, 12.50 feet from the Northwest corner of the above described property.

TRACT V

Parcel No. 1:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: W½SW¼;

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: SW¼NW¼;

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: E½SW¼; W½SE¼;

EXCEPTING THEREFROM a parcel of land located in the SE¼SW¼, being more particularly described as follows:

Commencing at the South Quarter corner of said Section 2, which is monumented by ½ inch rebar with plastic cap, from which the Southwest corner of said Section 2, which is monumented by a ½ inch rebar with plastic cap, bears North 89°10'33" West a distance of 2652.14 feet;
Thence North 89°10'33" West along the Southerly boundary of the SE¼SW¼ of said Section 2 for a distance of 305.47 feet to a set 5/8 inch rebar with plastic cap and being THE POINT OF BEGINNING;
Thence North 89°10'33" West along the Southerly boundary of the SE¼SW¼ of said Section 2 for a distance of 1020.60 feet to a set 5/8 inch rebar with plastic cap and being the Southwest corner of the SE¼SW¼;
Thence North 00°29'13" East along the Westerly boundary of the SE¼SW¼ for a distance of 450.96 feet to a set 5/8 inch rebar with plastic cap;
Thence North 76°34'16" East for a distance of 95.17 feet to a set 5/8 inch rebar with plastic cap;
Thence South 86°24'01" East for a distance of 304.99 feet to a set 5/8 inch rebar with plastic cap;
Thence South 49°43'12" East for a distance of 127.72 feet to a set 5/8 inch rebar with plastic cap;
Thence South 14°25'23" East for a distance of 40.15 feet to a set 5/8 inch rebar with plastic cap;
Thence South 54°12'36" East for a distance of 202.49 feet to a set 5/8 inch rebar with plastic cap;
Thence South 61°46'48" East for a distance of 180.95 feet to a set 5/8 inch rebar with plastic cap;
Thence South 68°56'15" East for a distance of 202.52 feet to a set 5/8 inch rebar with plastic cap;
Thence South 00°20'23" West for a distance of 70.35 feet to THE POINT OF BEGINNING.

Parcel No. 3:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: A parcel of land located in the SE¼SW¼, being more particularly described as follows:

Commencing at the South Quarter corner of said Section 2, which is monumented by ½ inch rebar with plastic cap, from which the Southwest corner of said Section 2, which is monumented by a ½ inch rebar with plastic cap, bears North 89°10'33" West a distance of 2652.14 feet;
Thence North 89°10'33" West along the Southerly boundary of the SE¼SW¼ of said Section 2 for a distance of 305.47 feet to a set 5/8 inch rebar with plastic cap and being THE POINT OF BEGINNING;
Thence North 89°10'33" West along the Southerly boundary of the SE¼SW¼ of said Section 2 for a distance of 1020.60 feet to a set 5/8 inch rebar with plastic cap and being the Southwest corner of the SE¼SW¼;
Thence North 00°29'13" East along the Westerly boundary of the SE¼SW¼ for a distance of 450.96 feet to a set 5/8 inch rebar with plastic cap;
Thence North 76°34'16" East for a distance of 95.17 feet to a set 5/8 inch rebar with plastic cap;
Thence South 86°24'01" East for a distance of 304.99 feet to a set 5/8 inch rebar with plastic cap;
Thence South 49°43'12" East for a distance of 127.72 feet to a set 5/8 inch rebar with plastic cap;
Thence South 14°25'23" East for a distance of 40.15 feet to a set 5/8 inch rebar with plastic cap;
Thence South 54°12'36" East for a distance of 202.49 feet to a set 5/8 inch rebar with plastic cap;
Thence South 61°46'48" East for a distance of 180.95 feet to a set 5/8 inch rebar with plastic cap;
Thence South 68°56'15" East for a distance of 202.52 feet to a set 5/8 inch rebar with plastic cap;
Thence South 00°20'23" West for a distance of 70.35 feet to THE POINT OF BEGINNING.

TRACT VI
FARM LAND AND OFFICE

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

Section 36: SE¼; NE¼

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

Section 31: The West 660 feet of Lot 4 AND that part of Lot 4 described as follows:

Commencing at the Southwest corner of said Lot 4;
Thence South 89°53'05" East, 660.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 162.00 feet along said Southerly boundary, said point lies North 89°53'05" West, 239.12 feet from the Southeast corner of said Lot 4;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 117.79 feet to a point that lies North 0°13'26" West, 232.64 feet and South 88°57'04" West, 15.95 feet from the Southeast corner of said Lot 4;
Thence North 0°50'02" West, 505.10 feet;
Thence North 89°46'34" East, 21.33 feet to the Easterly boundary of said Lot 4;
Thence North 0°13'26" West, 581.58 feet along the Easterly boundary of said Lot 4 to the Northeast corner of said Lot 4;
Thence North 89°53'09" West, 395.98 feet along the Northerly boundary of said Lot 4;
Thence South 1319.03 feet to the TRUE POINT OF BEGINNING.

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

Beginning at the Southwest corner for Section 31;
Thence South 89°53'05" East, 778.23 feet along the Southerly boundary of Section 31 to the TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 43.77 feet along said Southerly boundary;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 40.98 feet;
Thence North 89°53'05" West, 188.77 feet;
Thence South 0°06'55" West, 230.75 feet to THE TRUE POINT OF BEGINNING.
Subject to a 25.00 feet, in width, County Road Right-of-Way along the Southerly boundary.

Section 31: That part of Lot 3, described as follows:

Commencing at the Northwest corner of said Lot 3;
Thence South along the West boundary of Lot 3, 1288.58 feet to THE POINT OF BEGINNING;
Thence South 89°40'43" East, 1055.89 feet to a point on the East boundary of said Lot 3;
Thence South 0°13'26" East along the East boundary of Lot 3, 26.61 feet to the Southeast corner of said Lot 3;
Thence West along the South boundary of said Lot 3 to the Southwest corner of Lot 3;
Thence North along the West boundary of Lot 3, 30.43 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: Lot 1, SE¼NE¼

EXCEPTING THEREFROM the following described tract of land:

Beginning at the Northeast corner of said Section 1 which is monumented by a ½ inch rebar and cap, from which the Northwest corner of said Section 1 which is monumented by a spike and bears North 89°51'01" West, 5281.33 feet;
Thence South 00°26'29" East along the Easterly boundary of Government Lot 1 for a distance of 303.80 feet to a found ½" rebar;
Thence North 89°51'01" West parallel with the Northerly boundary of said Government Lot 1 for a distance of 416.51 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 55°21'53" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 61°55'25" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 00°26'29" West for a distance of 120.68 feet to a point on the Northerly boundary of Government Lot 1;
Thence South 89°51'01" East along the Northerly boundary of Government Lot 1 for a distance of 716.90 feet to THE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 6: Lot 5, EXCEPTING THEREFROM the East 340 feet thereof.

** Legal Descriptions to be amended following receipt of Title Commitment

EXHIBIT A1

MAPS OF INCLUDED PROPERTY
Included Property Outlined in Yellow
Property Subject to Closing Conditions outlined in Red and Green

Aardema Dairy #5, Aardema Dairy #2, Farm Land and Office

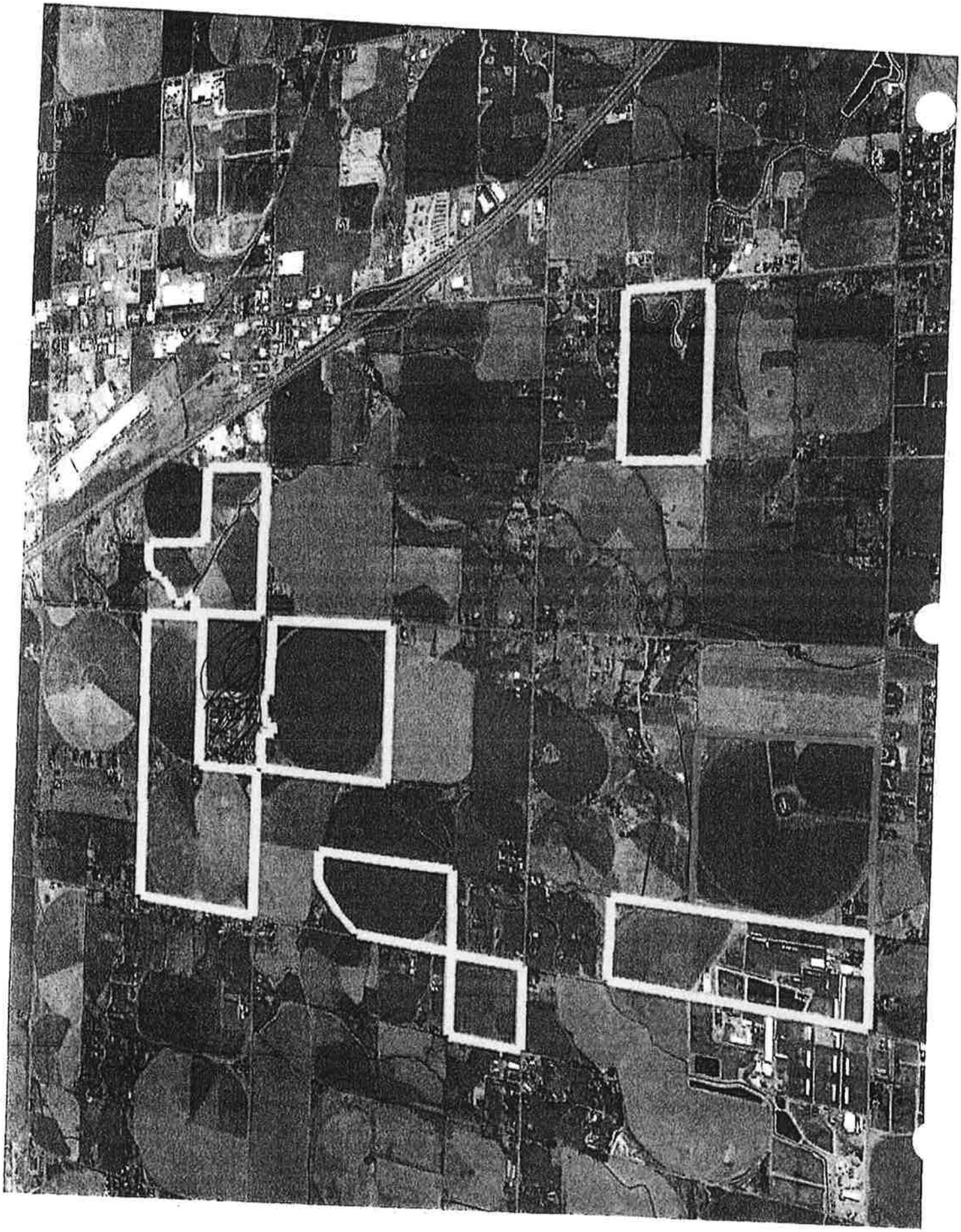
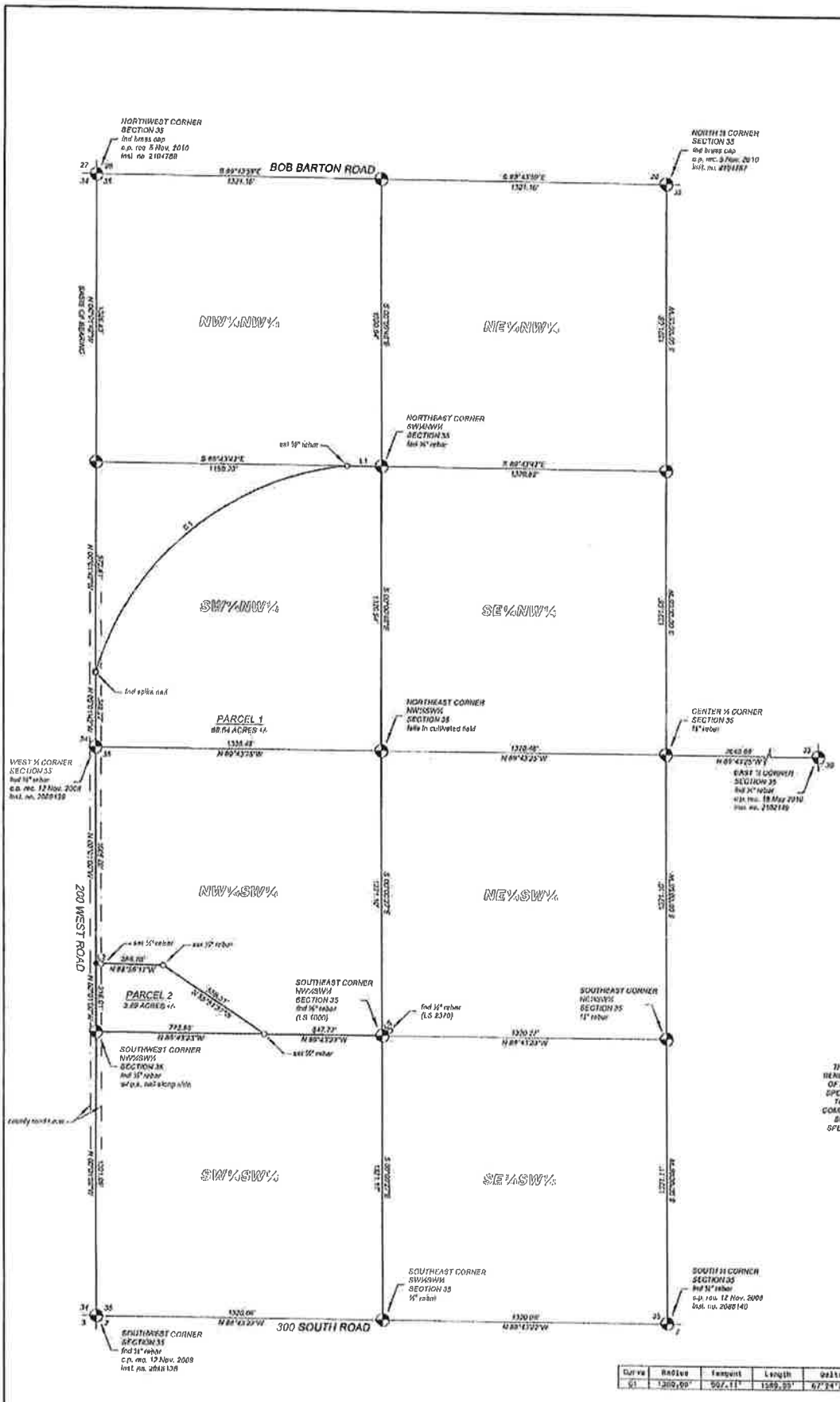


EXHIBIT A2

SURVEY AND PROPOSED LEGAL DESCRIPTIONOF EXCLUDED PARCEL 2 PREPARED BY TREVOR RENO



RECORD OF SURVEY for AARDEMA FARMS

RON AARDEMA

DESERT WEST LAND SURVEYS, P.C.

3030 OVERLAND AVENUE BURLEY, IDAHO 83318 208-678-7112

JOB NO: 13030-15C1 DRAWN BY: J. JONES

DATE: JANUARY 4, 2019 © Desert West Land Surveys, P.C.

SCALE 1" = 300'

LEGEND

- SET ½" x 24" REBAR W/L.S. NO. ATTACHED OR FOUND ½" DIAMETER REBAR, AS INDIVIDUALLY NOTED.
- FOUND OR SET OTHER SURVEY MONUMENT AS INDIVIDUALLY NOTED.
- CALCULATED POINT; NO MONUMENT SET.
- SECTION, ¼ SECTION OR LESS SUBDIVISIONAL CORNER CALCULATED POINT UNLESS OTHERWISE NOTED.

PREVIOUS RECORD OF SURVEYS

INST. NO. 2143970	INST. NO. 2031351
INST. NO. 2111213	INST. NO. 2000634
INST. NO. 2100607	INST. NO. 993073
INST. NO. 2082237	INST. NO. 974848
INST. NO. 2083089	INST. NO. 962408
INST. NO. 2083532	INST. NO. 971937
INST. NO. 2063556	INST. NO. 910187
INST. NO. 2061639	

TITLE POLICY NOTE

THIS SURVEY WAS COMPLETED BY THE SURVEYOR WITHOUT THE BENEFIT OF A TITLE POLICY, TITLE COMMITMENT OR ANY OTHER FORM OF A TITLE SEARCH. EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS TO THE PROPERTY HAVE NOT BEEN PROVIDED TO OR RESEARCHED BY THE SURVEYOR. THIS SURVEY WAS NOT COMPLETED TO THE ALTA/ACSM STANDARDS. SURVEYED PROPERTY IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS CURRENTLY EXISTING OR OF PUBLIC RECORD.

CERTIFICATE OF SURVEY

I, TREVOR RENO, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 15331, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

Course	Bearing	Distance
L1	S 89°43'25" E	161.85'
L2	N 89°55'17" W	22.83'
C1	N 62°00'49" E	8.38'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1300.00'	507.11'	1049.55'	47°24'03"	4°12'49"	1020.30'	N 38°09'07" E

SECTION 35

T. 8 S., R. 16 E., B.M.

JEROME COUNTY, IDAHO

January 4, 2019
JOB # 12936-19C1
AARDEMA FARMS SURVEY

PROFESSIONAL LAND SURVEYOR
LICENSED
January 4, 2019
15351
STATE OF IDAHO
TREVOR RENO

PARCEL 2

L E G A L D E S C R I P T I O N

Part of the NW¼SW¼ of Section 35 in Township 8 South, Range 16 East of the Boise Meridian, Jerome County, State of Idaho.

Beginning at the Northwest Corner of Section 35 in T.8 S., R.16 E., B.M. said corner marked by a brass cap; Thence South 00 degrees 01 minutes 42 seconds East (S 00°01′40″ E, Rec.) along the west line of Section 35 for a distance of 2641.66 feet (2641.70′, Rec.) to a ½″ rebar at the West ¼ Corner of Section 35; Thence South 00 degrees 01 minutes 00 seconds East (S 00°01′04″ E, Rec.) along the west line of Section 35 for a distance of 1005.08 feet to the Point of Beginning;

THENCE South 88 degrees 56 minutes 17 seconds East for a distance of 22.89 feet to a ½″ rebar;

THENCE South 88 degrees 56 minutes 17 seconds East for a distance of 286.70 feet to a ½″ rebar;

THENCE South 55 degrees 51 minutes 37 seconds East for a distance of 559.51 feet to a ½″ rebar on the south line of the NW¼SW¼;

THENCE North 89 degrees 43 minutes 23 seconds West (N 89°43′28″ W, Rec.) along said 1/16 section line for a distance of 772.55 feet to a ½″ rebar at the Southwest Corner of the NW¼SW¼;

THENCE North 00 degrees 01 minutes 00 seconds West (N 00°01′04″ W, Rec.) along the west line of Section 35 for a distance of 316.01 feet to the Point of Beginning.

Said property contains 3.89 acres more or less and is subject to a county road right of way along the west side and is subject to any easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

EXHIBIT B

DESCRIPTION OF INCLUDED PERSONAL PROPERTY

All personal property located on the Land as of the Effective Date for uses related to irrigation of the farmland, including, but not limited to, all irrigation wells, pivots, all pumps, equipment, water lines, hand lines, wheel lines, irrigation equipment and associated pivot power units. All personal property, if any which forms a portion of the presently existing Milking System.

Specifically including the following items of personal property:

1. Any and all milking equipment presently utilized as part of the milking system and any additional components not presently used but physically located on the real property.

2. Any and all irrigation Equipment Included within Exhibit B-1.

NOTE 1: Presently situated on the Land are many items of personal property owned by Seller, including items such as tractors, machinery, rolling stock, motor vehicles, mechanized equipment, power tools, hand tools, shop tools, portable generators, scrap aluminum, welders, and other implements and farm equipment. This personal property is not included in the sale; provided, however, that all irrigation equipment and milking equipment currently utilized as part of the irrigation system or milking system of the property shall be included in the sale.

NOTE 2: The sale shall not include corn silage. However, subject to a separate transaction the Buyer shall acquire 30,000 tons of corn silage currently harvested and located on the Land. If the corn silage presently located on the property consists of more than 30,000 tons Seller shall have until August 31, 2019 to remove the same. If the corn silage remains on the Land after such dates, Seller waives any right title and/or interest in and to the same and Buyer may, at its option, accept the same for its benefit or remove the same from the Land and invoice the Seller for the cost of such removal. If Buyer elects to have corn silage removed from the Land, Buyer shall have until December 31, 2019 to remove the same and invoice the Seller's for the Buyer's actual cost of removal of the same. If the Buyer has not removed and invoiced the Seller for the removal of the corn silage by December 31, 2019 the Buyer shall have waived its ability to recover the actual cost of removal.

NOTE 3: The sale shall not include haylage. Seller shall have until August 31, 2019 to remove the same. If the haylage remains on the Land after such dates, Seller waives any right title and/or interest in and to the same and Buyer may, at its option, accept the same for its benefit or remove the same from the Land and invoice the Seller for the cost of such removal. If Buyer elects to have the haylage removed from the Land, Buyer shall have until December 31, 2019 to remove the same and invoice the Seller's for the Buyer's actual cost of removal of the same. If the Buyer has not removed and invoiced the Seller for the removal of the haylage by December 31, 2019 the Buyer shall have waived its ability to recover the actual cost of removal.

EXHIBIT B1

DESCRIPTION OF INCLUDED IRRIGATION EQUIPMENT

Irrigation Listing for Aardema Dairy #2, Aardema #4, Aardema #5

Dairy Location	Pivot Number	Qty	Description	Maker
Dairy #2	Pivot 18	1	5 tower pivot	Reinke
Dairy #2	Pivot 18	2	3 pivot tower	Reinke
Dairy #2	Pivot 18	1	40 HP canal pump	
Dairy #2	Pivot 18	33	3 inch sprinkle pipe with riser	
Dairy #2	Pivot 19	1	7 tower pivot	Reinke
Dairy #2	Pivot 19	1	3 tower corner unit	
Dairy #2	Pivot 19	1	150 HP deep well	
Dairy #2	Pivot 19	36	3 inch sprinkle pipe with riser	
Dairy #2	Pivot 19	14	3 inch main, no riser	
Dairy #2	Pivot 20	1	7 tower pivot	Reinke
Dairy #2	Pivot 20	1	125 HP deep well	
Dairy #5	Pivot 8	1	8 tower pivot	Reinke
Dairy #5	Pivot 9	1	8 tower pivot	Reinke
Dairy #5	Pivot 8-9	2	3 tower units	
Dairy #5	Pivot 8-9	1	4 tower corner unit	
Dairy #5	Pivot 8-9	1	125 HP deep well	
Dairy #5	Pivot 8-9	1	50 HP deep well	
Dairy #5	Pivot 8-9	1	50 HP booster	
Dairy #5	Pivot 8-9	188	3 inch sprinkle pipe with riser	
Dairy #5	Pivot 12	1	7 tower pivot	Reinke
Dairy #5	Pivot 13	1	8 tower pivot	Reinke
Dairy #5	Pivot 14	1	5 tower pivot	Reinke
Dairy #5	Pivot 15	1	6 tower pivot	Reinke
Dairy #5	Pivot 16	1	3 tower pivot	Reinke
Dairy #5	Pivot 17	1	5 tower pivot	Reinke
Dairy #5	Pivot 12-17	1	100 HP deep well	
Dairy #5	Pivot 12-17	1	75 HP canal pump	
Dairy #5	Pivot 12-17	1	100 HP canal pump	
Dairy #5	Pivot 12-17	176	3 inch sprinkle pipe with riser	
Dairy #5	Pivot 22	1	8 tower pivot	Reinke
Dairy #5	Pivot 22	1	3 tower corner unit	
Dairy #5	Pivot 23	1	8 tower pivot	Reinke
Dairy #5	Pivot 22-23	1	100 HP deep well	
Dairy #5	Pivot 22-23	1	75 HP canal pump	
Dairy #5	Pivot 22-23	1	25 HP canal pump	
Dairy #5	Pivot 22-23	86	3 inch sprinkle pipe with riser	
Dairy #4	Pivot 27	1	8 tower pivot	Reinke
Dairy #4	Pivot 27	1	75 HP pump	
Dairy #4	Pivot 27	30	3 inch sprinkle pipe	
Dairy #4	Pivot 31	1	3 tower pivot	Reinke
Dairy #4	Pivot 31	1	20 HP pump	
Dairy #4	Pivot 32	1	8 tower pivot	Reinke
Dairy #4	Pivot 32	1	40 HP pump	
Dairy #4	Pivot 33	1	7 tower pivot	Reinke
Dairy #4	Pivot 33	1	75 HP pump	
Dairy #4	Pivot 34	1	3 tower pivot	Reinke
Dairy #4	Pivot 34	1	7 tower pivot	Zimatic
Dairy #4	Pivot 34	1	60 HP pump	
Dairy #4	Pivot 35	1	8 tower pivot	Reinke
Dairy #4	Pivot 35	1	50 HP pump	
Dairy #4	Pivot 36	1	6 tower pivot	Reinke
Dairy #4	Pivot 36	1	4 tower pivot	Reinke
Dairy #4	Pivot 36	1	4 tower pivot	Reinke
Dairy #4	Pivot 36	2	20 HP pump	
Dairy #4	Lincoln	1	3 tower pivot	
Dairy #4	Lincoln	12	6" main lines	
Dairy #4	Lincoln	13	4" main line	
Dairy #4	Lincoln	18	Sections Wheel Line	
Dairy #4	Lincoln	267	3 inch sprinkle pipe	
Dairy #4	Lincoln	2	15 hp submersible pumps	

EXHIBIT C

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in North Side Canal Company:

1) 36-2412A
2) 36-7290
3) 36-2242
4) 36-2719
5) 36-7215
6) 36-2726D - Commercial
7) 36-2726D – Stockwater
8) 36-15256D – Commercial
9) 36-15256D - Stockwater
10) 36-8169 - Commercial
11) 36-8169 – Stockwater
12) 36-16763 – Commercial
13) 36-16763 – Stockwater
14) 36-15256C
15) 36-16762
16) 36-2412D – Commercial
17) 36-2412D - Stockwater
18) 36-8517 – Commercial
19) 36-8517 – Stockwater
20) 36-7049
21) 36-7329
22) 36-4002
23) 36-10488
24) 36-10685
25) 36-10686
26) 36-10687
27) 36-11074 – Domestic
28) 36-11074 - Stockwater
29) 36-11075A
30) 36-11076A
31) 36-15108
32) 36-15109
33) 36-15110
34) 36-15111 – Domestic
35) 36-15111 - Stockwater
36) 36-15144 – Stockwater
37) 36-15144 - Domestic

38) 1293.98 shares in North Side Canal Company

Seller makes the following representations related to the following decreed water rights:

39) None of the Water Rights and/or Shares subject to this transaction are subject to forfeiture and/or curtailment and/or other administrative or judicial action which limits their total allotment, total diversion, total allocation, total beneficial use, place and/or point of diversion, and/or place of use.

EXHIBIT D

JEROME AND GOODING COUNTY CAFO PERMITS

GOODING COUNTY CAFO SITING PERMIT

PERMIT NO: G97-171

ZONE: AGRICULTURAL

PERMIT OWNER: Aardema Dairy #5
MAILING ADDRESS: 2306 E 3600 S
Wendell, ID 83355

CONTACT: Don Aardema
PHONE: (208) 324-5688

CAFO ADDRESS: 2182 E 3600 S, Wendell, ID 83355
LEGAL DESCRIPTION:

SECTION 2,3,11 TOWNSHIP 9 SOUTH RANGE 15 EBM

PARCEL	ACRES
RP 09S15E020601	117.872
RP 09S15E021387	47.039
RP 09S15E023600	120.5
RP09S15E024800	162
RP 09S15E030000	80.61
RP 09S15E037200	120
RP 09S15E112405	50.9
TOTAL ACRES ASSIGNED TO CAFO:	698.921

ANIMAL TYPES	DESCRIPTION	LBS	AEF	NUMBER ON THE OPERATION	ANIMAL UNITS
DAIRY CATTLE					
	Bull/Holstein Cow	1,400	1.4	4,821	6,750
	Bull/Heifers	900-1100	1	0	0
	Bull/Heifers	700-899	0.8	0	0
	Bull/Heifers	500-699	0.6	0	0
TOTAL NUMBER OF ANIMALS ON THE OPERATION:				4,821	
TOTAL ANIMAL UNITS:					6750

THIS PERMIT was originally granted under Gooding County Ordinance No. 60, Article XVII, Section C, and as such, shall allow the continued operation of an existing CAFO and be deemed transferable as long as the CAFO remains in operation. The animal equivalency factor(s) applied to animal unit calculations are current with Ordinance No. 90. Prior to commencing construction of improvements to operate a new CAFO, increasing the animal units above the number authorized under an existing CAFO siting permit or registration notice, or commencing construction of improvements to expand animal unit capacity of the CAFO, an applicant shall obtain a siting permit pursuant to Ordinance No. 90. New construction, construction of improvements to expand animal unit capacity of the CAFO, and construction on waste treatment system(s) to change location or capacity will be required to meet the siting permit requirements. Repairs to existing improvements which do not result in a change to the location or capacity will not require a new siting permit. Permitee is not authorized by this permit to violate federal, state, or local laws and is obligated to operate within the siting permit parameters herein stated, as well as, applicable requirements of Ordinance No. 90.

FILE APPROVED

GOODING COUNTY IDAHO

8/27/2015

Cathy

CATHY HARRIS, ADMINISTRATOR
GOODING COUNTY PLANNING & ZONING

GOODING COUNTY CAFO SITING PERMIT

PERMIT NO: G09-151

ZONE: AGRICULTURAL

PERMIT OWNER: Aardema Jersey Dairy #2
MAILING ADDRESS: 2306 E. 3600 S.
Wendell, ID 83355

CONTACT: Jordan Leak
PHONE: (208) 324-0444

CAFO ADDRESS: 2182 E. 3600 S., Wendell, ID 83355

LEGAL DESCRIPTION:
SECTION 35 & 36 TOWNSHIP 8 SOUTH RANGE 15 EBM

		ACRES
PARCEL	RP08S15E357240	118.640
	RP08S15E359001	33.214
	RP08S15E359390	1.00
	RP08S15E366375	7.00
TOTAL ACRES ASSIGNED TO CAFO:		159.85

ANIMAL TYPES	DESCRIPTION	Lbs	AEF	ANIMALS	ANIMAL UNITS
DAIRY CATTLE					
	Bull/Holstein Cow	1,400	1.4	1,885	2,639.6
	Bull/Jersey Cow	1,000	1.0	0	0
	Bull/Heifers	700-899	0.8	0	0
	Total animals on operation:			1,885	

TOTAL ANIMAL UNITS: 2,639.6

THIS PERMIT was granted under Gooding County Ordinance No. 62, and as such, shall allow the continued operation of an existing CAFO and be deemed transferable in the same manner as a siting permit as long as the CAFO remains in operation. The animal equivalency factor(s) applied to animal unit calculations are current with Ordinance No. 90. Prior to commencing construction of improvements to operate a new CAFO, increasing the animal units above the number authorized under an existing CAFO siting permit or registration notice, or commencing construction of improvements to expand animal unit capacity of the CAFO, an applicant shall obtain a siting permit pursuant to Ordinance No. 90. New construction, construction of improvements to expand animal unit capacity of the CAFO, and construction on waste treatment system(s) to change location or capacity will be required to meet the siting permit requirements. Repairs to existing improvements which do not result in a change to the location or capacity will not require a new siting permit. Permitee is not authorized by this permit to violate federal, state, or local laws and is obligated to operate within the siting permit parameters herein stated, as well as, applicable requirements of Ordinance No. 90.

FILE APPROVED

GOODING COUNTY IDAHO

3/25/2013

CATHY HARRIS, ADMINISTRATOR
GOODING COUNTY PLANNING & ZONING

JEROME COUNTY PLANNING AND ZONING

300 NORTH LINCOLN * ROOM 208*JEROME ID 83338

www.jeromecountyid.us

February 20, 2019

Via Electronic Mail:
Kurt McLaws Aardema Group <kurt@aardemagroup.com>

RE: St. Bridget Dairy Livestock Confinement Operation Permit (LCO)

Dear Mr. McLaws:

St. Bridget Dairy is permitted for 2800 Animal Units (AU's) on 120 acres, as noted in the attached correspondence. Other properties outlined in yellow on the attachment to your email "Exhibit A" are not related to the answer contained in this correspondence. I am unsure of any relationship between the outlined properties and St. Bridget Dairy located at 185 West 400 South, Jerome, Idaho 83338.

Our records show this LCO was established through a Special Use Permit in 1988 that was amended in 1990. In 1997 a Siting Permit was approved for 2000 Mature Cows on 120 acres. In 2005 the County changed from number of animals to animal units and the permit was increased to 2800 AU's. At this time the LCO is considered to be a "Pre-Established LCO" and may continue to operate as permitted. Any alterations to the LCO would require approval from the County. Alterations to the permit such as expansions could cause a pre-existing LCO to comply with current regulations including but not limited to density standards and standards on setbacks.

The attached correspondence dated January 4, 2018, signed by Arthur Roy Brown, provides the validity and compliance of the LCO Permit. Upon review of your file, I find that the site plan is not current and should be updated to show existing structures and corrals that have been constructed and/or reconfigured over time.

Please note that upon sale of the property the new owner is required to provide our office with an LCO Transfer Statement. The form may be obtained from our office at any time.

Respectfully,

Nancy L Marshall

Nancy Marshall
Planning and Zoning Administrator

CC: Sawtooth Law Offices, PLLC Evan Roth.

G:\LCO\St. Bridget Dairy sale.doc

JEROME COUNTY PLANNING AND ZONING

300 NORTH LINCOLN ROOM 307*JEROME ID 83338

Building Dept. (208) 324-9262
Code Enforcement (208) 644-2790

Facsimile (208) 324-9263
Planning & Zoning (208) 324-9116

January 4, 2018

Aardema Farms Limited Partnership
2306 E 3600 S
Wendell, Idaho 83355

RE: St. Bridget Dairy

Dear Aardema Farms Limited Partnership:

I have been reviewing our Livestock Confinement Operational (LCO) Permit to verify St Bridget Dairy LCO Permit located at 185 W 400 S, Jerome, Idaho 83338. St. Bridget Dairy has an approved Livestock Confinement Operation for 2800animal units consisting of 120 acres with the following legal description.

Legal description is **Section** 2 Parcel RP09S16E023601 SWNW consisting of 40 acres; Parcel RP09S16E025401 W1/2 SW consisting of 120 acres; all located within Township 9 South Range 16 EBM total acreage consisting of 120 acres, more commonly known as 185 West 400 South, Jerome, Idaho 83338.

Any alterations to your existing permit on file with Jerome County Planning & Zoning Office by adding structures, animals or changes in the existing boundary lines is a violation of the Jerome County Zoning Ordinance without the approval from Jerome County.

This letter is to confirm you have a LCO Permit to operate St. Bridget Dairy for 2800 animal units. Contact the Jerome County Planning & Zoning Office if you have any questions concerning your new animal unit number.

Sincerely,

Arthur Roy Brown

Arthur Roy Brown
Planning & Zoning Administrator

EXHIBIT E

SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as of the Effective Date of this Agreement, and upon the Closing Date shall be deemed to represent and warrant to Buyer, as follows:

1. Seller has good and marketable title to the Property. There are no exceptions to or defects in title, except as set forth on the Title Commitment, and to Seller's knowledge there is not any defect, exception, encroachment or any fact, matter or circumstances which, with notice or the passage of time, may constitute or result in any such defect, exception or encroachment on or to the Property. Seller has and will be capable of conveying access to the Property consistent with Seller's present and past use of the Property and otherwise adequate for use of the Property for agricultural purposes as currently conducted by the Seller.

2. Seller, and the person(s) signing on behalf of Seller, if applicable, have all requisite right, power and authority to execute this Agreement. Seller has, or prior to the closing shall have, all requisite right, power and authority to perform its obligations hereunder.

3. The execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller do not, and will not, result in any violation of, or conflict with any agreement or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which Seller is a party or by which the Property is bound, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which Seller or the Property is subject.

4. To Seller's knowledge there are no existing, pending, anticipated or threatened litigation, condemnation, zoning, land use or similar proceedings against Seller or involving the Property, or any other claim, action, suit or other proceeding threatened or pending which would adversely affect Buyer's right, title or interest in and to, or enjoyment or use of the Property, or which will or could adversely affect Seller's ability to consummate the transactions contemplated by this Agreement.

5. Neither Seller nor any of its members is currently in bankruptcy or has ever filed, or had filed against it, any petition seeking protection under federal bankruptcy laws or had any judgment entered against it seeking payment of a debt or made any assignment to or for the benefit of creditors. Neither the Seller nor any of its members is insolvent.

6. There are no outstanding and enforceable leases, tenancies, options, rights of first refusal, licenses, or operating or other agreements applicable to or affecting the Property to which Seller is a party or as to which Seller has knowledge. Other than this Agreement, there are no contracts or agreements relating to the sale, exchange or transfer of the Property or any part thereof or interest therein.

a) Notwithstanding the Seller provided buyer with information related to the following lease agreements:

1) 2018-2019 Farm Lease with CSC Farms.

2) Residential Leases:

a. 2200 East, 3553 South Wendell, ID 83355
b. 2092 East, 3600 South Wendell, ID 83355
c. 2300 East, 3596 South Wendell, ID 83355
d. 2105 East, 3600 South Wendell, ID 83355
e. 182A West, 400 South Jerome, ID 83338
f. 2182 East, 3600 South Wendell, ID 83355
g. 150 Bob Barton Jerome, ID 83338
h. 3507 South, 2300 East Wendell, ID 83355

7. To Seller's knowledge during all times that the Property was owned or occupied by Seller, no hazardous substances or wastes have been used, located or deposited upon the Property. To Seller's knowledge, prior to Seller's acquisition of the Property, no hazardous substances or wastes have ever been used, located or deposited upon the Property. Seller has not conducted, and to Seller's knowledge no others have conducted, any activity on the Property which could have toxic, unlawful or detrimental results to the Property or the use or enjoyment thereof. Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect to hazardous substances or wastes on the Property. Seller has received no notice of, and has no reason to believe, that any matter or circumstance has occurred which, with notice or the passage of time would constitute or result in, any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances or wastes, as the same may have been amended from time to time. As used herein "hazardous substances or wastes" shall mean any hazardous substance, waste or pollutants, contaminants or hazardous waste as presently defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

8. To Seller's knowledge, Seller's ownership, use, occupation, operation and maintenance of the Property is not currently and has never been in violation of any applicable orders, laws, ordinances or regulations of any local, county, state or federal governmental entity or agency. Seller has not received any notice, written or oral, that any such violation exists, has ever existed or, with notice or the passage of time, may exist in the future. For an abundance of clarity the Seller is representing that all CAFO and/or LCO permits subject to this Agreement are currently valid and in full compliance with all applicable Local, State and Federal Regulations.

9. To Seller's knowledge, Seller has and has always had and maintained all permits, licenses, certificates and authorizations required by applicable orders, laws, ordinances and regulations relating to the ownership, use, occupation, operation and maintenance of the Property.

10. Except as disclosed in the Title Commitment there are no liens of any type, including without limitation mortgages, deeds of trust, judgment, encumbrance, labor, mechanic or materialman (collectively, "Liens"), currently attached to the Property and Seller has no knowledge of any fact, matter or circumstance which, with notice or the passage of time, could result in any such Lien. No labor or material has been provided on or in connection with the Property during the last ninety (90) days which has not been paid for and which could form the basis of a mechanic's or materialman's Lien. Notwithstanding the foregoing Seller makes no representation as it relates to any liens of any type, including without limitation mortgages, deeds of trust, judgment, encumbrance, labor, mechanic or materialman (collectively, "Liens") which were incurred by Buyer during their period of occupancy.

11. All taxes accruing against or assessed upon the Property by any local, county, state or federal taxing authority or government have been timely paid in accordance with applicable laws and regulations; the Property is not and during Seller's ownership has not ever been encumbered by any Lien arising from or in connection with the payment of taxes; Seller has not received any notice, oral or written, from any taxing authority threatening a Lien on the Property.

12. Seller has good and marketable title to all the Personal Property, there are no Liens or security interests in, on or attached to the Personal Property, and Seller has no knowledge of any fact, matter or circumstance which could result in any such Lien or security interest.

13. To Seller's knowledge, Seller has provided to Buyer true, accurate and complete copies of all documents and records reasonably requested by Buyer incident to this Agreement and Buyer's Due Diligence. To the extent the Due Diligence Materials were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein, but Seller has no knowledge of any inaccuracy or misstatement of fact therein.

14. As used in this Exhibit D, the term "to Seller's knowledge" shall mean: (a) the current and actual knowledge and belief of Seller, including that of its members, and further including that of its CEO Kurt McLaws (b) items set forth and described in the Title Commitment; (c) items set forth and described in the Due Diligence Materials.

15. Except for the express representations and warranties set forth above, and set forth in the documents of conveyance, Seller makes no warranty or representation, express or implied or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property.

EXHIBIT F

LETTER OF INTENT AND INTERIM LEASE AGREEMENT

LETTER OF INTENT AND INTERIM LEASE AGREEMENT

This Letter of Intent and Interim Lease Agreement (this "Agreement") is made and entered into as of the 14th day of December, 2018 ("Effective Date") between AARDEMA DAIRY, a Partnership, AARDEMA FARM LIMITED PARTNERSHIP, and AARDEMA DAIRY LIMITED PARTNERSHIP, and DOUBLE A DAIRY, LLC, collectively "Aardema", hereinafter referred to as "Seller" and TRIPLE H DAIRY, LLC, an Idaho limited liability company, and HURTADO FARMS, LLC, an Idaho limited liability company, collectively "Hurtado", hereinafter referred to as "Buyer". Buyer and Seller are jointly referred to herein as the "Parties" and individually as a "Party".

PREFATORY STATEMENT

The Parties are executing this Letter of Intent and Interim Lease Agreement to document the immediate sale of Personal Property and to memorialize material terms of a yet to be completed Purchase and Sale Agreement related to the Real Property described herein. Furthermore, the Parties are documenting a Lease Agreement related to the Real Property and Improvements which will be incorporated into the Purchase and Sale Agreement which shall remain in effect until the Real Property is vested in the Buyer.

RECITALS

1. Seller owns Real Property located in, Gooding County, Idaho, and Jerome County, Idaho consisting of agriculture farm ground and dairy facilities. The Real Property is generally identified as Dairy #2, Dairy #4 and Dairy #5, hereinafter referred to collectively as the "Real Property". The Real Property is not yet legally described by **EXHIBIT A**[1]. However, the Real Property is depicted within the Attached Maps. Furthermore, the Real Property subject to this transaction is outlined in yellow.
2. While not a party to this transaction, Donald John Aardema shall contribute to this transaction the Real Property he owns west of Dairy #4[2]. Said property consists of a residence and farm ground consisting of plus or minus 115+/- acres. Both Hurtado "Hurtado Appraisal" and Donald John Aardema "Aardema Appraisal" shall obtain an appraisal of the Real Property and Improvements. The Hurtado Appraisal and the Aardema Appraisal shall be averaged together to determine the exact purchase price of said Real Property. However, if either party disagrees with the other party's appraisal, the appraisers chosen by the parties will select an independent third party to appraise the said Real Property. The appraisal by that independent third party shall determine the purchase price of the Real Property. The closing of Donald John Aardema's Real Property shall be at the same time as the closing of the larger transaction herein described. At the time of Closing, Hurtado will transfer loan proceeds reflective of the average purchase price or the independent third party purchase price. Following the closing of the transaction with

[1] Legal Descriptions of the real property will be added once a Title Commitment is provided by TitleOne, Inc.
[2] A subsequent Purchase and Sale Agreement will be entered into relating to the Real Property. The acquisition of this property is a necessary material term and condition to the transaction identified herein. If the Donald John Aardema, transaction fails so to then does the transaction identified herein. The Real Property is depicted within Exhibit A's maps and is outlined in red.

Donald John Aardema, Donald John Aardema shall be allowed to remain in the residence for a period of up to two years for which the parties agree to negotiate in good faith to determine the rental amount of the residence.

3. Ronald Aardema owns real property directly west of Dairy #4 consisting of 7+/- acres of real property and a residence. A first right of refusal relating to the purchase of this Real Property shall be recorded upon the title in favor of Hurtado. This real property is depicted and identified in green within the attached Exhibit A.
4. Located upon the Real Property are certain irrigation equipment, items of milking equipment located within the dairy barns on the Real Property, and ancillary equipment used in connection with Seller's dairy farm operations. Those items of Personal Property while not specifically identified herein shall be transferred to Hurtado pursuant to this Letter of Intent and Interim Lease Agreement and ultimately included within the transaction described herein.
5. Appurtenant to the Real Property and subject to this transaction are certain shares of stock in North Side Canal Company and ground water rights, collectively referred to hereinafter as the "Water Rights". Those Water Rights while not specifically identified herein shall be transferred to Hurtado pursuant to this Letter of Intent and Interim Lease Agreement and ultimately included within the transaction described herein.
6. Also appurtenant to the Real Property is a series of CAFO Permits and Glanbia Milk Shipping Permits hereinafter referred to as the "Permits". Aardema shall transfer any and all interest in these Permits during the term[3] of this Agreement and shall ultimately be included within the transaction described herein. In the event that the parties are unable to close on the Real Property transaction identified herein the Buyer shall transfer the Permits back to Seller at the time in which the Lease Term identified herein is terminated.
7. Also located upon the Real Property are approximately 3,105 head of Holstein dairy cattle, consisting of milking cows (2,700) and dry cows (405), used in Seller's operation of its dairy farm operations, hereinafter referred to as the "Cattle". All of said Cattle are the subject of a Purchase and Sale agreement. This Purchase and Sale agreement will be documented through a Bill of Sale attached hereto as Exhibit B. In the event that the parties are unable to close on the Real Property transaction identified herein the Seller shall purchase all remaining (subject to Buyer's management of the Cattle and culling) of the Cattle identified herein back from the Buyer upon the same terms and conditions on which the Buyer originally purchased said Cattle.
8. Also located on the real property are certain Commodities used in association with Seller's dairy farm operations, hereinafter referred to as the "Commodities". Said Commodities may become the subject of a separate purchase and sale agreement. However, at this time they are excluded from this present transaction. The Commodities may remain upon the Real Property until March 31, 2019 at no cost. Nor shall Hurtado be allowed to use the same unless purchased from Aardema upon mutual terms and conditions.
9. The Real Property, Equipment, Water Rights, Permits, and Cattle, are collectively referred to in this Letter of Intent and Interim as the Property.
10. The parties wish to agree upon terms and conditions whereby they will negotiate in good faith for a period of approximately fourteen (14) days towards the execution of a definitive Purchase and Sale Agreement for Dairy #2, Dairy #4 and Diary #5, by which

[3] The term of this Agreement shall specifically include the Lease period.

Buyer would purchase from Seller the Real Property, Personal Property, Water Rights, Permits, and other dairy related improvements.

IT IS THEREFORE AGREED in consideration of these recitals which are incorporated hereinafter into this agreement and the promises and covenants contained hereinafter, the Parties agree as follows:

1. **GOOD FAITH NEGOTIATIONS.** The Parties agree to immediately commence negotiations in good faith towards the execution of a definitive purchase and sale agreement or agreements "PSA", whereby Aardema will sell to Hurtado and Hurtado will purchase from Aardema all of Aardema's right, title and interest in the Property identified herein.

2. **MANDATORY TERMS.** The PSA(s) shall include the following mandatory provisions which shall not be negotiable.

(a) The Purchase Price shall be for the Real Property, Water Rights, Equipment, and Permits.

a. This shall include Donald John Aardema, real property as described within the recitals.

b. The Purchase Price shall not be offset by any condition related to the buildings, milking equipment and/or irrigation equipment. For clarity, once the Buyer starts operation at the dairies, the Buyer are accepting the building and equipment of the dairies where is as is, subject to 2(c).

c. The Purchase Price shall be offset by any uncurable condition[4] relating to the Title of the Property, existence of environmental violations, deficiencies related to the Real Properties waste containment systems, any violations of the Dairy Environmental Control Act, any violation of any Federal, State, County, or Municipal Ordinance, Rule, Regulation, Statute, Code Provision or the like relating to the Real Property or its Improvements. Furthermore, any financial encumbrances on the Real Property i.e. materialmen's liens, facilities charges from Idaho Power, delinquent taxes, delinquent assessments, a reduction in the number of irrigated acres as identified within Exhibit A shall serve as a basis for the reduction of the Purchase Price identified above.

(b) The Buyer agrees to purchase the Seller's Cattle as described within the recitals upon his first day occupancy of the dairy facilities. Specifically, Buyer will acquire 2,700 milking cows and an additional 405 dry cows for a total of 3,105 mature dairy animals. The purchase price for each animal will be for a total amount of . Seller shall execute the Bill of Sale attached hereto as Exhibit B.

(c) Buyer shall reimburse Seller the total amount of for all current growing crops. Said amount shall be paid at the time of closing on the Real Property transaction.

[4] All conditions identified herein, if, cured prior to closing shall not serve as an offset to the Purchase Price.

(d) Buyer shall lease the above described dairy facilities and Real Property until closing of the Real Property transaction described herein. Buyer shall lease the dairy facilities and Real Property pursuant to the terms identified herein. Closing of the Real Property transaction shall occur no later than March 28th, 2019. If the Real Property transaction described herein shall fail to close on or before March 28, 2019, then Buyer shall transmit the total sum of to Seller. If the transaction described herein ultimately closes no later than March 31, 2020, then the total amount of : shall be credited against the Purchase Price identified herein. If the transaction does not close before the close of business on March 31, 2020 then Seller shall be entitled to keep the with no offset to Buyer.

(e) All Real Property Taxes associated with the Real Property shall be prorated as of December 15, 2018.

(f) Seller prior to closing of the Real Property transaction shall obtain any and all necessary approvals from ISDA as it relates to waste containment system(s) of the dairy facilities. Furthermore, Seller shall incur all expenses associated with the same.

(g) Seller prior to closing of the Real Property transaction shall obtain any and all necessary approvals from ISDA as it relates to the milking equipment and/or milking parlor(s). Said approvals shall result in Buyer obtaining a Garde A milk permit. Furthermore, Seller shall incur all expenses associated with obtaining the same.

(h) All transactions described herein shall be subject to a financing contingency with Buyer's existing financial institution.

(i) In the event that the Real Property transaction fails to close for any reason, the previously completed sale transaction for the Cattle shall be become void and Seller will purchase the remaining original Cattle at per animal, no later than three (3) days after Seller or Buyer receives written notice that the Real Property transaction has or will fail to close as described herein. Buyer shall be under the obligation to return the Cattle upon receipt of the monies previously advanced.

3. LEASE. Buyer shall be allowed to access and utilize all of the Real and Personal Property subject to this transaction on December 14th, 2018. For the partial month of December 2018, the Buyer shall pay the rental amount of : Said amount is due and payable no later than December 26, 2018. Beginning on January 1, 2019, Seller shall pay the monthly sum of for the use of the Real and Personal Property subject to this transaction. Prior to closing and if occupied by the Buyer, Buyer shall maintain all Real and Personal Property in an equal condition as it presently exists. Seller shall continue to pay all Real Property and Personal Property taxes associated with the property, maintain insurance, and shall be responsible for any and all costs associated with maintaining (Excluding Operation) the waste containment system(s) on the real property. If this transaction fails to Close as identified herein Buyer shall vacate the Real Property and return the Personal Property subject to the terms and conditions of this Agreement no later than March 31, 2020 at 11:59 p.m.

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[5] These monies will only be provided to Seller if the failure to close the transaction was the direct result of the Buyer or lack of funding by Buyer financing institution.

4. **TERM.** The term of this Letter of Intent and Interim Lease Agreement shall commence on the Effective Date and expire fourteen (14) days thereafter, at midnight ("Term"). If no PSA(s) is entered into between the Parties then the Lease and Cattle Buy Back provisions of this Agreement shall remain in effect and survive the termination of this Agreement.

5. **POSSESSION; INDEMNITY.** During the Term of the Letter of Intent and Interim Lease Agreement, Buyer agrees to operate the business related to the assets subject to this agreement in the usual and ordinary course. Buyer agrees to maintain the portion of the milking herd at the quantity identified and industry standard quality in order to preserve the approximate amount of daily milk production presently being experienced by Seller. Buyer will maintain all equipment in good operating condition during the Term of the Lease. Buyer shall be entitled to possession of the Property described herein pursuant to the terms and conditions contained herein.

6. **CONFIDENTIALITY.** Should either party during the negotiation process provide the other information which it has designated in writing as confidential information, the party receiving such information shall not disclose such confidential information to any person other than its accountant, attorney, or other professional advisors, who shall be under the same obligation of confidentiality, without the prior written consent of the party giving access to the confidential information. Upon the termination of this Letter of Intent and Interim Lease Agreement, the party having received confidential information shall return to the other party and destroy all copies of such confidential information remaining under its possession or control, including any electronic copies. The parties agree that any violation of this paragraph shall allow the party granting the confidential information to seek whatever remedies may be available to it under the laws of the State of Idaho, including an action for damages and/or injunctive relief.

7. **FORBEARANCE.** The Seller will not negotiate with or accept an offer to purchase any of the Property from any other person or entity during the Term.

8. **NON-ASSIGNABILITY.** Neither party may assign their interest in this Letter of Intent and Interim Lease Agreement to any third party without the prior written consent of the other party, except that the Buyer may assign its interest to a limited liability company or other entity owned and controlled by Jesus Hurtado.

9. **ACCESS TO PROPERTY.** During the Term Aardema agrees to make the Property available to Hurtado for its inspection. Hurtado shall perform no intrusive inspection or tests, such as, but not limited to, boring or drilling without the prior written consent of Aardema first being obtained. If Hurtado requests permission to engage in intrusive inspection or testing and such permission is granted by Aardema, Hurtado shall pay for all costs thereof, and shall hold harmless and indemnify Aardema from all liability, including attorney's fees and costs, that may result or in any way arise from, touch or concern Hurtado's intrusive inspection activities.

10. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

11. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties,

that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control.

12. **LEGAL REPRESENTATION.** Each party has been represented in the negotiation and execution of this Letter of Intent and Interim Lease Agreement by independent counsel of their own choosing.

13. **COUNTERPARTS.** This Letter of Intent and Interim Lease Agreement may be executed in original counterparts, and the original signature pages, when assembled with the rest of the document, shall constitute one original document.

14. **NOTICES.** All notices required under this agreement shall be sent to the parties at the following addresses:

SELLER:

Aardema
305 South County Line Road
Jerome, ID 83338

BUYER:

Hurtado Farms, LLC
200 East Avenue A
Jerome, ID 83338

With a copy to:

Evan Roth
Sawtooth Law Offices, PLLC
236 River Vista Place, Ste 301
Twin Falls, ID 83301

AUTHORITY. Each of the Parties represent that the undersigned representative of that Party has authority to execute this Agreement and bind that Party

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"AARDEMA"

DATED THIS 14 DAY OF December, 2018
AARDEMA DAIRY, AN IDAHO GENERAL PARTNERSHIP

By: Donald Aardema, Partner

By: _____, Partner

DATED THIS 14 DAY OF December, 2018

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

By: Donald Aardema, Partner

By: _____, Partner

DATED THIS 14 DAY OF December, 2018

AARDEMA DAIRY LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

By: Donald Aardema, Partner

By: _____, Partner

DATED THIS 14 DAY OF December, 2018

"HURTADO"

DATED THIS 14 DAY OF December, 2018

HURTADO FARMS, LLC

JESUS HURTADO, Member

Triple H Dairy, LLC

JESUS HURTADO, Member

GILBERT HURTADO, Member

EXHIBIT LIST

EXHIBIT A – Real Property
EXHIBIT B – Bill of Sale

EXHIBIT B

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Double A Diary, LLC, ("Seller") does hereby grant, bargain, sell, convey, warrant, and transfer to Triple H Dairy, LLC, ("Buyer"), all of its right, title and interest in and to the personal property (Cattle), listed on Exhibit A. The said Personal Property is transferred and conveyed by Seller to Buyer AS-IS, in its present condition, without warranty as to condition, express or implied. Seller hereby covenants with Buyer that Seller is the lawful owner of the Personal Property, has good right to sell and convey the Personal Property to Buyer, that the Personal Property is free from all liens, claims and encumbrances, and that Seller will defend the same from and after the date hereof, and that the Seller will execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and its successors and assigns for the purpose of assigning, transferring, granting, conveying and confirming the Personal Property to Buyer.

This Bill of Sale shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, this Bill of Sale is subject to the buy back provisions identified within the Letter of Intent and Interim Lease Agreement executed between the Parties on even date of this Bill of Sale.

Dated this 14 day of December, 2018.

SELLER:

Double A Dairy, LLC

By: Donald J Clark

Attachments:
Exhibit A — State of Idaho Brand Inspection Report

10/05

RETAIN FOR PROOF OF OWNERSHIP

STATE OF IDAHO

LIVESTOCK BRAND INSPECTION

TF 325993

Owner/Seller: Aardema Dairies 911 Address: Wendell Idaho

Premises ID#: GPS Coordinate: City: Wendell

Agent Buyer: Phone:

New Owner: Jesus Hurtado Dairies Address:

Destination: Wendell, ID

Carrier:

Date: 12/14/18

STEERS	HEIFERS	COWS	CALVES S	CALVES H	BULLS	HORSES	BRAND	LOCATION	COLOR OR BREED
		3,105					AA	LH/RH	Hol

NA
PURCHASER, OWNER OR SHIPPER/AGENT

Brand Inspector

TOTAL 3,105 hd

VALIDATION OF BRAND CERTIFICATES:
TRANSIT AUTHORITY FOR OUT OF STATE MOVEMENT OF LIVESTOCK SHOWN AND DESCRIBED ON THIS BRAND INSPECTION CERTIFICATE SHALL BE AUTOMATICALLY CANCELLED AND IS VOID 96 HOURS AFTER TIME OF ISSUANCE.
BLUE COPY OF THIS CERTIFICATE MUST BE RETAINED FOR PROOF OF OWNERSHIP.
THIS CERTIFICATE VOID IF ALTERED.

Min. charged ☐

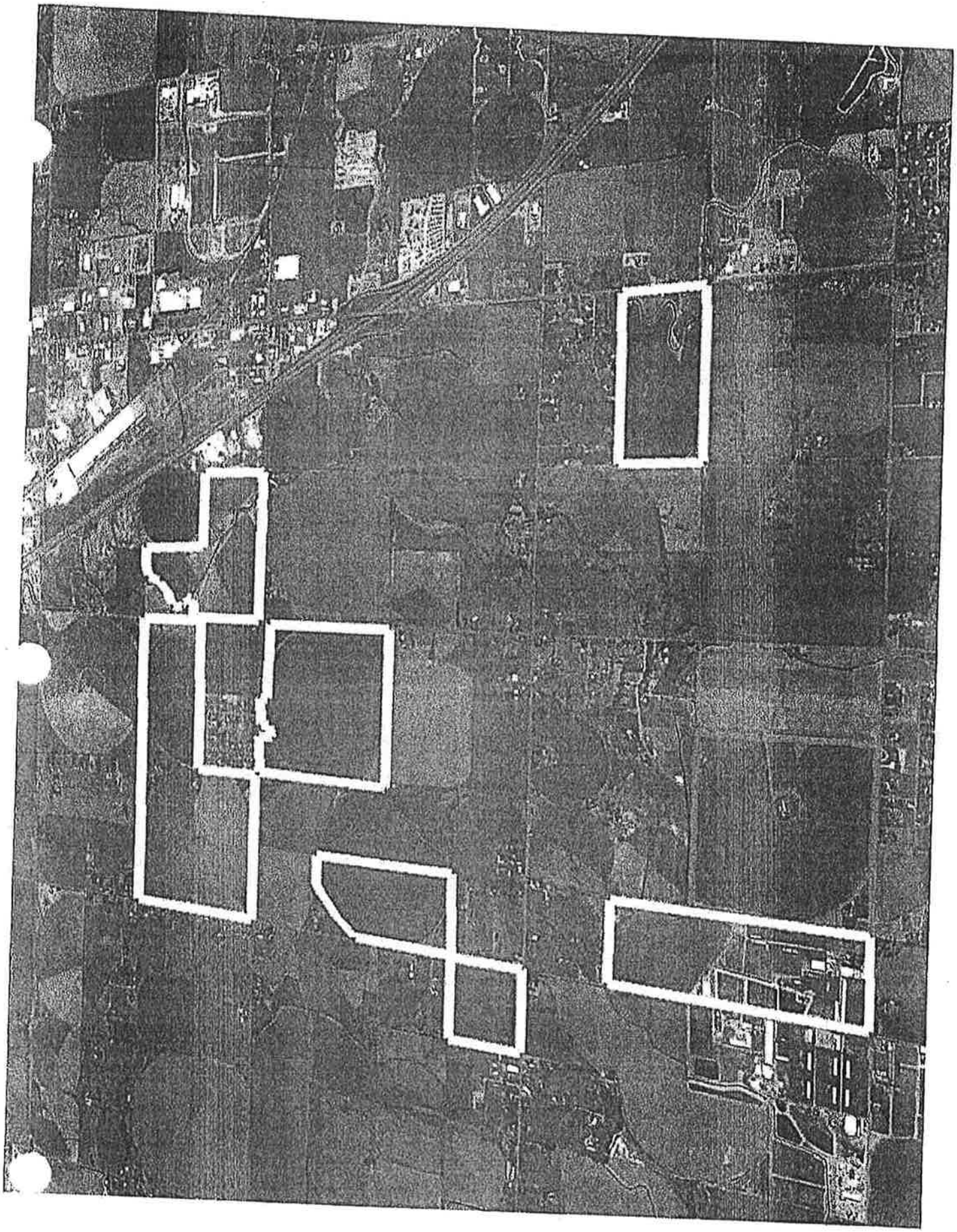
FEES COLLECTED:

INSPECTION 4,657.50
BEEF COUNCIL
DISEASE CONTROL
ADC
HORSE BOARD
TOTAL 9,190.80

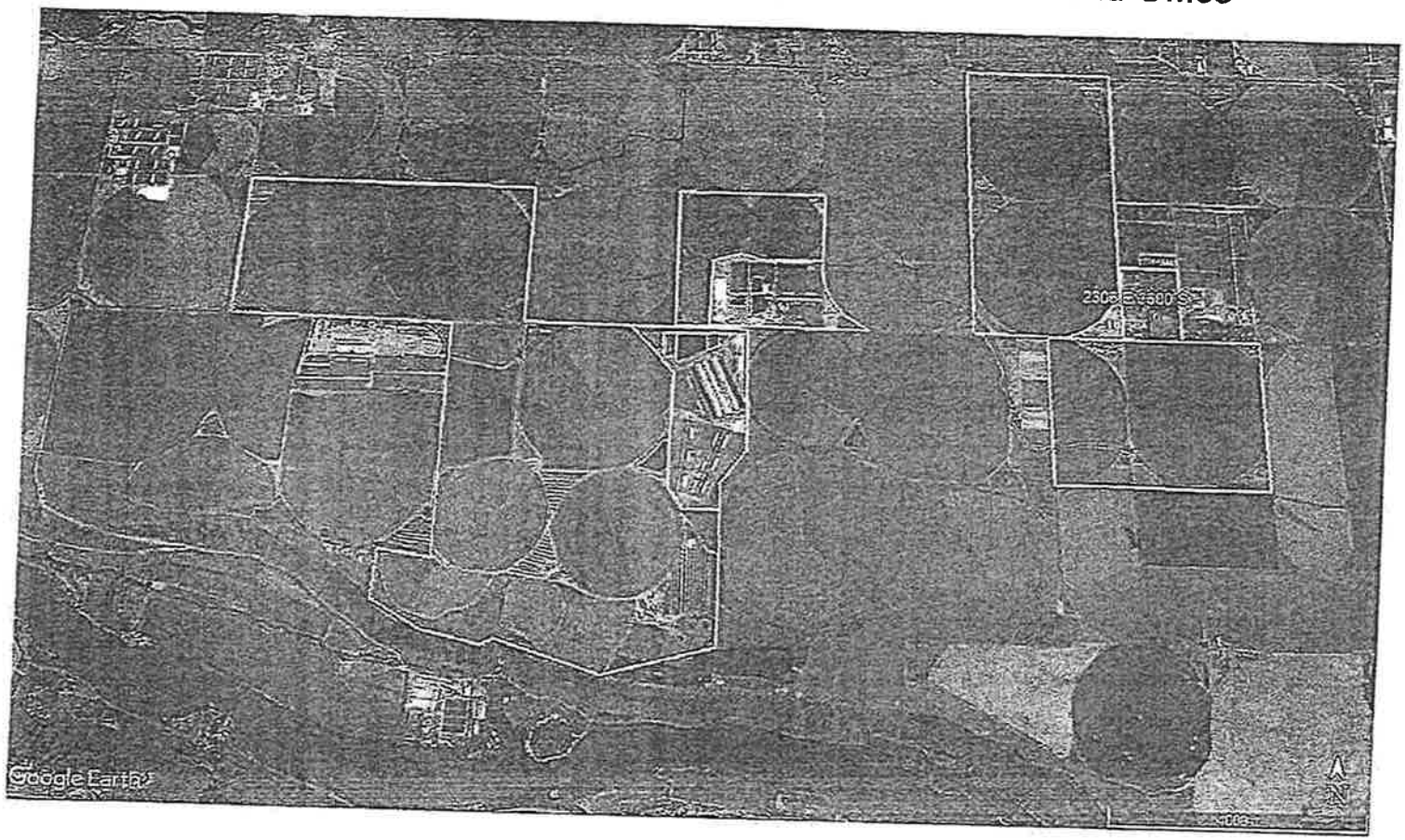
Check ☒ Cash ☐

EXHIBIT A

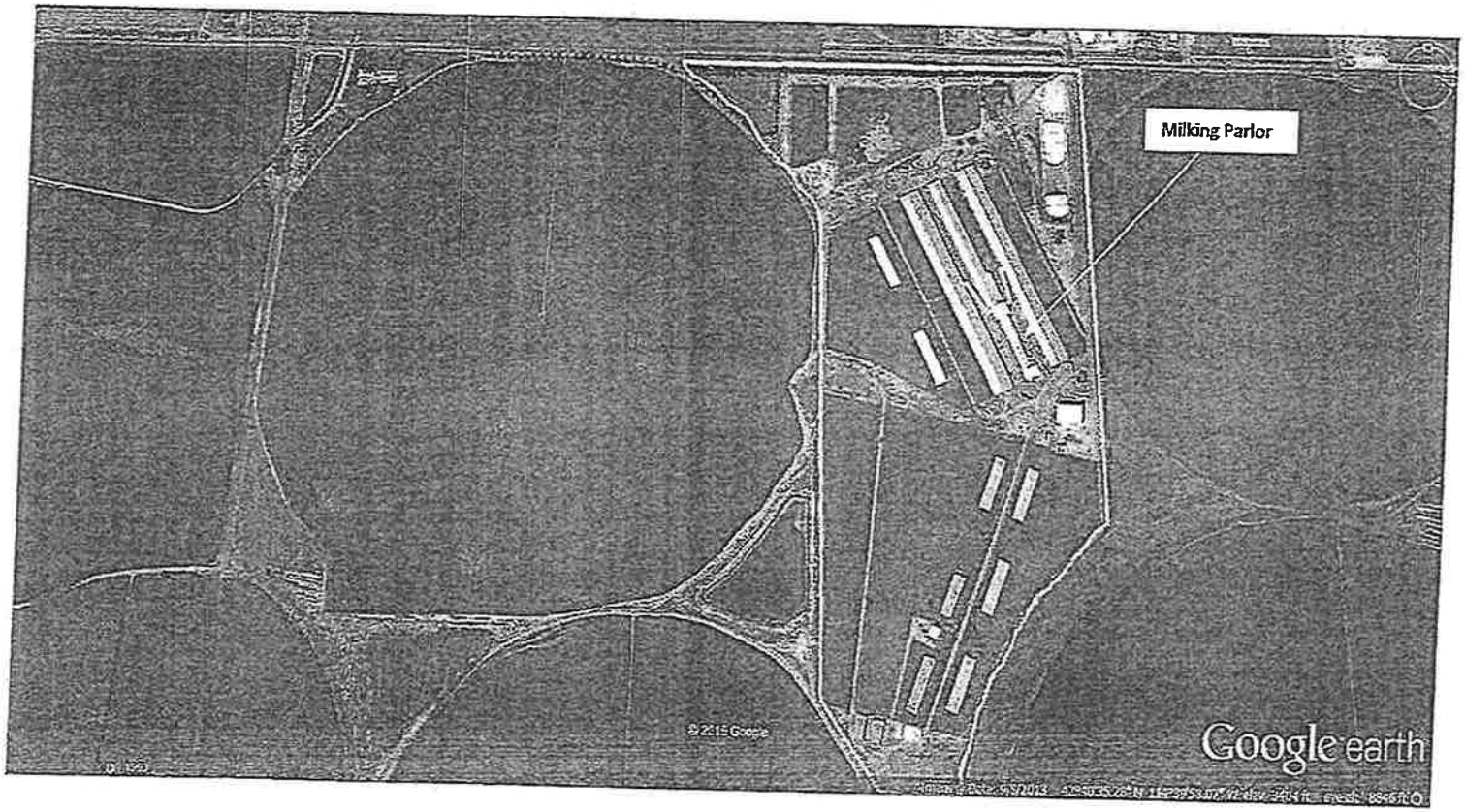
REAL PROPERTY



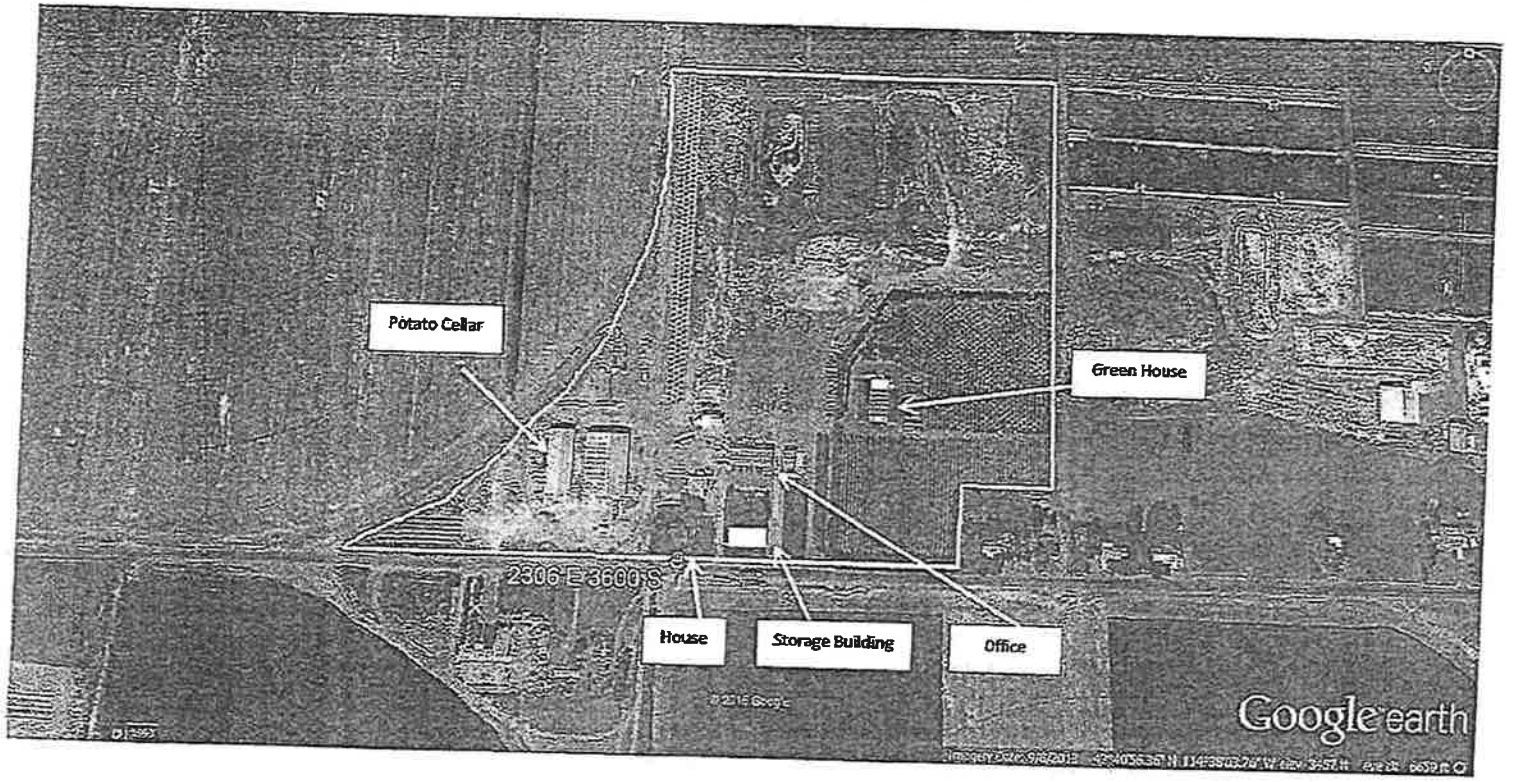
Aardema Dairy #5, Aardema Dairy #2, Farm Land and Office



Aardema #5 Dairy Closeup View



Aardema Office Closeup View



Aardema Dairy #2 Closeup View

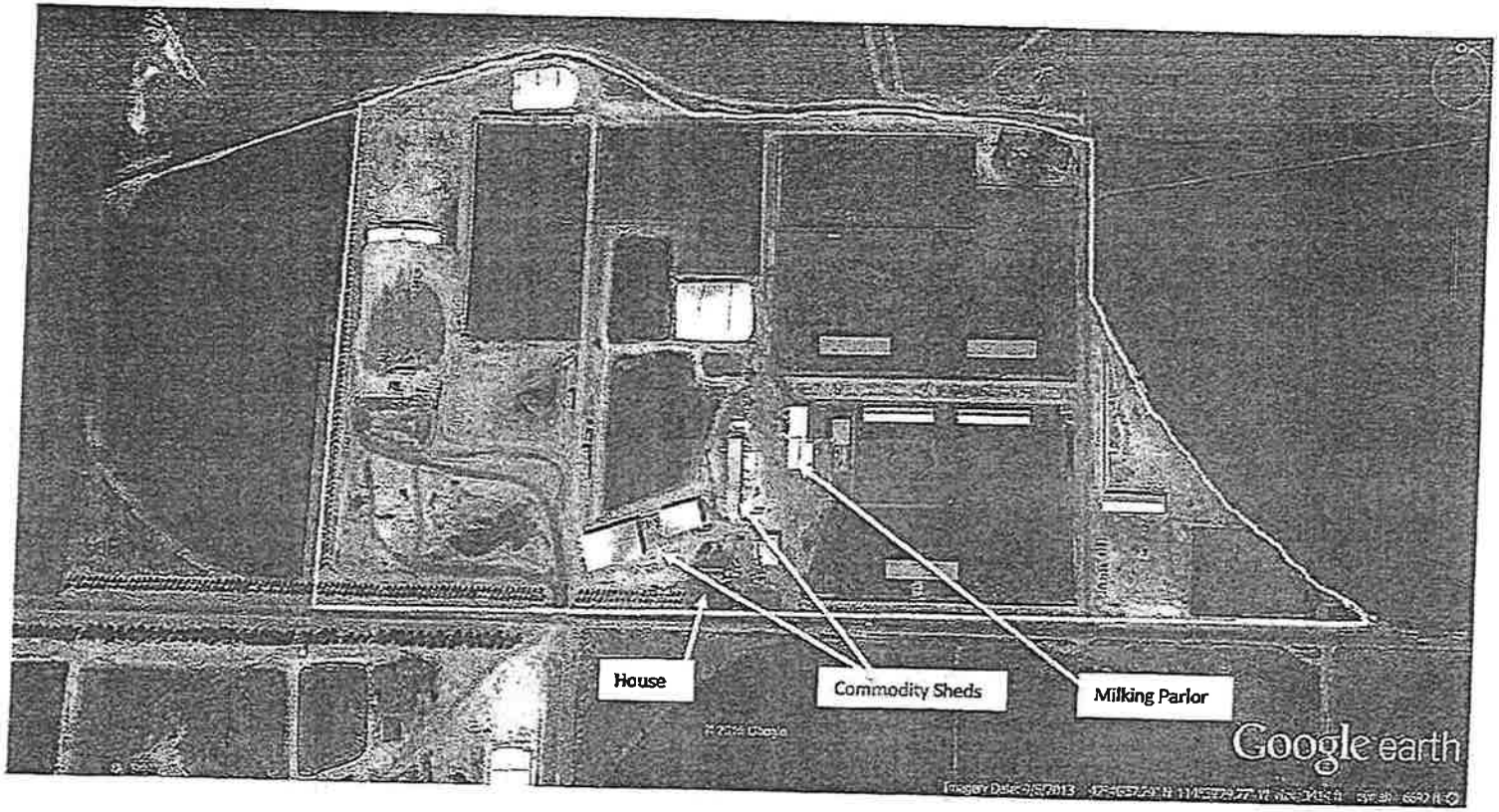


EXHIBIT G

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, AARDEMA FARM LIMITED PARTNERSHIP, DONALD JOHN AARDEMA, RONALD AARDEMA, DONALD JAY AARDEMA, AND ANY AND ALL OTHER INDIVIDUALS AND/OR ENTITIES NECESSARY TO TRANSFER THE REAL PROPERTY AND PERSONAL PROPERTY SUBJECT TO THIS AGREEMENT, ("Grantor"), does hereby grant, bargain, sell and convey unto Huratdo Farms, LLC, whose current mailing address is 200 East Ave. J Jerome, Idaho 83338 ("Grantee"), the following described real property, located in Twin Falls County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the ____ day of _____, 2019.

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

_____
By: RONALD AARDEMA, Partner

_____
By: DONALD JAY AARDEMA, Partner

_____
By: DONALD JAY AARDEMA, as an Individual

_____
By: RONALD AARDEMA, as an Individual

_____
By: DONALD JOHN AARDEMA, as an Individual

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A to Warranty Deed

[Legal Description to be attached]

Exhibit B to Warranty Deed

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in North Side Canal Company:

1) 36-2412A
2) 36-7290
3) 36-2242
4) 36-2719
5) 36-7215
6) 36-2726D - Commercial
7) 36-2726D – Stockwater
8) 36-15256D – Commercial
9) 36-15256D - Stockwater
10) 36-8169 - Commercial
11) 36-8169 – Stockwater
12) 36-16763 – Commercial
13) 36-16763 – Stockwater
14) 36-15256C
15) 36-16762
16) 36-2412D – Commercial
17) 36-2412D - Stockwater
18) 36-8517 – Commercial
19) 36-8517 – Stockwater
20) 36-7049
21) 36-7329
22) 36-4002
23) 36-10488
24) 36-10685
25) 36-10686
26) 36-10687
27) 36-11074 – Domestic
28) 36-11074 - Stockwater
29) 36-11075A
30) 36-11076A
31) 36-15108
32) 36-15109
33) 36-15110
34) 36-15111 – Domestic
35) 36-15111 - Stockwater
36) 36-15144 – Stockwater
37) 36-15144 - Domestic
38) 1293.98 shares in North Side Canal Company

Seller makes the following representations related to the following decreed water rights:

39) None of the Water Rights and/or Shares subject to this transaction are subject to forfeiture and/or curtailment and/or other administrative or judicial action which limits their total allotment, total diversion, total allocation, total beneficial use, place and/or point of diversion, and/or place of use.

Exhibit C to Warranty Deed

[Permitted Exceptions to Come]

EXHIBIT I

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AARDEMA FARM LIMITED PARTNERSHIP, DONALD JOHN AARDEMA, RONALD AARDEMA, DONALD JAY AARDEMA, AND ANY AND ALL OTHER INDIVIDUALS AND/OR ENTITIES NECESSARY TO TRANSFER THE REAL PROPERTY AND PERSONAL PROPERTY SUBJECT TO THIS AGREEMENT ("Seller") does hereby grant, bargain, sell, convey, warrant, and transfer to Hurtado Farms, LLC, ("Buyer"), all of its right, title and interest in and to the personal property, fixtures and equipment listed on Exhibit A and/or which is located on the real property described on Exhibit B (collectively, the "Personal Property") unless specifically excluded in the attached Exhibit A. The said Personal Property is transferred and conveyed by Seller to Buyer AS-IS, in its present condition, without warranty as to condition, express or implied. Seller hereby covenants with Buyer that Seller is the lawful owner of the Personal Property, has good right to sell and convey the Personal Property to Buyer, that the Personal Property is free from all liens, claims and encumbrances, and that Seller will defend the same from and after the date hereof, and that the Seller will execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and its successors and assigns for the purpose of assigning, transferring, granting, conveying and confirming the Personal Property to Buyer.

This Bill of Sale shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and assigns.

DATED effective as of the ____ day of _____, 2019.

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

_____ By: RONALD AARDEMA, Partner

_____ By: DONALD JAY AARDEMA, Partner

_____ By: DONALD JAY AARDEMA, as an Individual

_____ By: RONALD AARDEMA, as an Individual

_____ By: DONALD JOHN AARDEMA, as an Individual

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

Attachments:
Exhibit A — Description of Personal Property
Exhibit B — Legal Description of Real Property
Exhibit B1 — Description of Irrigation Equipment

Exhibit A to Bill of Sale

Description of Included Personal Property

All personal property located on the Land as of the Effective Date for uses related to irrigation of the farmland, including, but not limited to, all irrigation wells, pivots, all pumps, equipment, water lines, hand lines, wheel lines, irrigation equipment and associated pivot power units. All personal property, if any which forms a portion of the presently existing Milking System.

Specifically including the following items of personal property:

1. Any and all milking equipment presently utilized as part of the milking system and any additional components not presently used but physically located on the real property.

2. Any and all irrigation Equipment Included within Exhibit B-1.

NOTE 1: Presently situated on the Land are many items of personal property owned by Seller, including items such as tractors, machinery, rolling stock, motor vehicles, mechanized equipment, power tools, hand tools, shop tools, portable generators, scrap aluminum, welders, and other implements and farm equipment. This personal property is not included in the sale; provided, however, that all irrigation equipment and milking equipment currently utilized as part of the irrigation system or milking system of the property shall be included in the sale.

NOTE 2: The sale shall not include corn silage. However, subject to a separate transaction the Buyer shall acquire 30,000 tons of corn silage currently harvested and located on the Land. If the corn silage presently located on the property consists of more than 30,000 tons Seller shall have until August 31, 2019 to remove the same. If the corn silage remains on the Land after such dates, Seller waives any right title and/or interest in and to the same and Buyer may, at its option, accept the same for its benefit or remove the same from the Land and invoice the Seller for the cost of such removal. If Buyer elects to have corn silage removed from the Land, Buyer shall have until December 31, 2019 to remove the same and invoice the Seller's for the Buyer's actual cost of removal of the same. If the Buyer has not removed and invoiced the Seller for the removal of the corn silage by December 31, 2019 the Buyer shall have waived its ability to recover the actual cost of removal.

NOTE 3: The sale shall not include haylage. Seller shall have until August 31, 2019 to remove the same. If the haylage remains on the Land after such dates, Seller waives any right title and/or interest in and to the same and Buyer may, at its option, accept the same for its benefit or remove the same from the Land and invoice the Seller for the cost of such removal. If Buyer elects to have the haylage removed from the Land, Buyer shall have until December 31, 2019 to remove the same and invoice the Seller's for the Buyer's actual cost of removal of the same. If the Buyer has not removed and invoiced the Seller for the removal of the haylage by December 31, 2019 the Buyer shall have waived its ability to recover the actual cost of removal.

Exhibit B to Bill of Sale

Legal Description of Real Property

Exhibit B1

Description of Irrigation Equipment

EXHIBIT J

Escrow Agreement

This Escrow Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2019 ("Effective Date") by and between AARDEMA FARM LIMITED PARTNERSHIP, DONALD JOHN AARDEMA, RONALD AARDEMA, DONALD JAY AARDEMA, AND ANY AND ALL OTHER INDIVIDUALS AND/OR ENTITIES NECESSARY TO TRANSFER THE REAL PROPERTY AND PERSONAL PROPERTY SUBJECT TO THIS AGREEMENT, or its assign ("Buyer"), Hurtado Farms, LLC, an Idaho Limited Liability Company ("Seller") and TitleOne, an Idaho corporation ("Escrow Company").

WHEREAS, on the date hereof, the Buyer has purchased property from the Seller pursuant to a Purchase and Sale Agreement (the "Purchase Agreement") dated as of _____, ___, 2019; and

WHEREAS, pursuant to such Purchase Agreement, the amount of of the Purchase Price (as such term is defined therein) otherwise payable to Seller shall be withheld pending approval by the Idaho Department of Agriculture of all of the Waste Containment Systems contained on the Land subject to this transaction.

NOW THEREFORE, in consideration of the mutual agreements and representations and warranties contained herein, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined, shall have the meanings set forth in the Purchase Agreement.

2. Escrow. The Buyer and the Seller hereby instruct the Escrow Company to withhold the "Escrow Amount") of the Purchase Price in an interest bearing money market account, which proceeds shall be disbursed (a) in their remaining entirety to Seller upon the Escrow Company's receipt of written notice from Buyer and Seller that the Waste Containment System has been approved by the Idaho Department Agriculture. Seller is responsible for all fees and costs in obtaining an approved Waste Containment System. If the Waste Containment System is denied Seller shall complete all necessary work to obtain the necessary approvals.

3. Interest. The Seller shall be entitled to all accrued interest on the Escrow Amount, and the Escrow Company shall use the tax identification number of the Seller (_____) with respect to all interest earned in the account created hereunder.

4. Termination. The Buyer and the Seller agree that any Escrow Amount including interest held in Escrow shall be distributed to Seller upon written notice from Buyer and Seller that the Application has been approved by the Idaho Department of Agriculture.

5. Liability of Escrow Company. Neither the Escrow Company, nor any of its officers and employees, shall be liable for any act done or omitted by it in good faith in connection with this Agreement.

6. Documents. The Escrow Company is authorized to act on any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.

7. Adverse Claims. In the event of any disagreement or the presentation of adverse claims or demands in connection with the Escrow Amount, the Escrow Company shall at its option be entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any amounts, and in so doing the Escrow Company shall not become liable to the parties hereto, or any of them, or to any other person, due to the Escrow Company's failure to comply with such adverse claim or demand. The Escrow Company shall be entitled to continue, without liability, to refrain and refuse to act:

a). Until all rights of the adverse claimants have been finally adjudicated by a court having jurisdiction of the parties, at which time the Escrow Company shall be entitled to act in conformity with such adjudication; or

b). Until all differences shall have been addressed by agreement and the Escrow Company shall have been notified thereof and shall have been directed in writing signed jointly or in counterpart by the Buyer and Seller, at which time the Escrow Company shall be protected in acting in compliance therewith; or

c). The Escrow Company may at its option deposit such amounts with the Clerk of the Fifth District Court of the State of Idaho, County of Jerome, and may interplead the parties.

8. Fee. The parties shall be responsible for paying the Escrow Company $_____ as a fee for its services hereunder (the "Escrow Fee"), which Escrow Fee shall be split equally by Buyer and Seller. The Escrow Company shall be entitled to reimbursement for reasonable attorney fees incurred in defending any action brought by any party to which this Agreement against the Escrow Company or, in the event interpleader is necessary, for reasonable attorney fees incurred in prosecuting said action.

9. Heirs and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, administrators, successors and assigns.

10. Amendment; Authority over Items. This Agreement may not be amended or revoked except in writing signed by all parties hereto.

11. Interpretation; Governing Law; etc. Time is of the essence in this Agreement. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and

agreements, whether written or oral. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

DATED effective as of the ____ day of _____, 2019.

AARDEMA FARM LIMITED PARTNERSHIP, AN IDAHO GENERAL PARTNERSHIP

_____
By: RONALD AARDEMA, Partner

_____
By: DONALD JAY AARDEMA, Partner

_____
By: DONALD JAY AARDEMA, as an Individual

_____
By: RONALD AARDEMA, as an Individual

_____
By: DONALD JOHN AARDEMA, as an Individual

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____, who executed the instrument on behalf of the above identified entities and personally, and acknowledged to me that such entities executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

BUYER:
Hurtado Farms, LLC

By:_____
Jesus Hurtado, Managing Member of
Hurtado Farms, LLC

ESCROW COMPANY:
TitleOne

By:_____
Name:_____
Title:_____

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

Brad Little
Governor

Gary Spackman
Director

November 8, 2019

HURTADO FARMS LLC
2310 E 3600 S
WENDELL ID 83355

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): *See Attached List*

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Rabo AgriFinance LLC. The Department has modified its records and has enclosed computer-generated proof reports for you.

Upon further review, the department also discovered the following items:

- Per the Release of Security Interest documents received with this transaction; the Department has removed Wells Fargo Bank NA and The Lonehill Fund LP as security interest holders.

- We were not able to update ownership on water right number 36-15109. The Place of Use was not conveyed on the deeds provided. A refund request in the amount of $25 has been submitted. Once processed, the refund will be sent to TitleOne in Burley, Idaho.

- Rabo AgriFinance LLC submitted $1,250 for the Notice of Security Interest. This was an over payment of fees, which includes 36-15109 in which the ownership was not updated to Hurtado Farms LLC. A refund request in the amount of $125 has been submitted. Once processed, the refund will be sent to Rabo AgriFinance LLC in Chesterfield, MO.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, 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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley (File #'s 19326839, 19334188, 19343527)
TitleOne, Jerome (File #'s 19326839, 19334188, 19343527) *without proof reports*
Rabo AgriFinance LLC, Chesterfield, MO (File # 19326839)
Rabo AgriFinance LLC, Twin Falls, ID (File # 19326839)
Wells Fargo Bank NA, Salt Lake City, UT *without proof reports*
The Lonehill Fund LP, New York, NY *without proof reports*
Water District 130

List of Water Rights for Hurtado Farms LLC
(purchased from Aardema Farms, et al)

Basin	Sequ.	Process	Basis	Current Owner	Other Owner
36	2087H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2113H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2161H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2242	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2289K	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2311H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2412A	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2412D	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2500H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2614H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2719	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	2726D	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	4002	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7049	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7215	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7250	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7290	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7307H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7329	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7362H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7477H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7562C	Water Right	Decreed	HURTADO FARMS LLC	
36	7562D	Water Right	Decreed	HURTADO FARMS LLC	
36	7562E	Water Right	Decreed	HURTADO FARMS LLC	
36	7562F	Water Right	Decreed	HURTADO FARMS LLC	
36	7606H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7622A	Water Right	Decreed	HURTADO FARMS LLC	
36	7622B	Water Right	Decreed	HURTADO FARMS LLC	
36	7734	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7779H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	7832H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	8169	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	8517	Water Right	License	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	10038	Water Right	Decreed	HURTADO FARMS LLC	
36	10215	Water Right	Decreed	HURTADO FARMS LLC	
36	10225H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	10488	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	10685	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	10686	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	10687	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	11074	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	11075A	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	11076A	Water Right	Decreed	HURTADO FARMS LLC	
36	14106	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	14657	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15000	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15108	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)

36	15110	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15111	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15169H	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15256C	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	15256D	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	16762	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)
36	16763	Water Right	Decreed	HURTADO FARMS LLC	RABO AGRIFINANCE LLC(Security Interest)

Maline, Denise

From: Maline, Denise
Sent: Friday, November 08, 2019 2:45 PM
To: Marston, Sascha
Subject: Refund Requests
Attachments: Refund request TitleOne Burley (Hurtado Farms).pdf; Refund request Rabo AgriFinance (Hurtado Farms).pdf

Good afternoon,

Can you please process the (2) attached refund requests, due to overpayment of fees? Please contact me if there are any questions.

Thank you & have a good weekend,

Denise

Denise Maline
Administrative Assistant I
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 293-9908
denise.maline@idwr.idaho.gov

Idaho Department of Water Resources Receipt

Receipt ID: S037534

Payment Amount	$1,250.00	Date Received	9/4/2019	Region	SOUTHERN
Payment Type	Check	Check Number	0213313		
Payer	RABO AGRIFINANCE				
Comments	NOTICE OF SECURITY INTEREST IN WR (50) WR's IN BASIN 36 FOR: HURTADO FARMS LLC				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$1,250.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Signature Line (Department Representative)

Fees for Security interest added to 45 water rights (Hurtado Farms LLC) = $1,125

Fees paid by Rabo AgriFinance LLC = $1,250

$125 refund due:

Rabo AgriFinance LLC
14767 N Outer 40 Rd, Ste 400
Chesterfield MO 63017-2003
(314) 317-8000

DM 11-8-2019

Rabo AgriFinance

Maria Y. Ziebarth
VP/CRS Team Lead

Office *Rabo AgriFinance*
Address *237 Canyon Crest Drive*
Postal Address *237 Canyon Crest Drive*
Twin Falls, ID 83301
Tel *208-737-6841*
Fax *855-631-0289*
Email *Maria.Ziebarth@raboag.com*
Website *www.RaboAg.com*

RECEIVED
SEP 04 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

September 4, 2019

Idaho Depart. of Water Resources
650 Addison Ave W, Suite 500
Twin Falls, ID 83301

Re: Hurtado Farms, LLC
Notice of Security Interest in Water Rights

To Whom It Concerns:

We are enclosing the Hurtado Farms Notice of Security Interest form along with our check in the amount of $1,250.00 and request that you add our interest to the attached list of 50 water rights. Also enclosed is a copy of our recorded Mortgage and a copy of the purchase agreement.

Please return the signed form to my attention in the pre-paid enclosed envelope. Should you have any questions or need further information, please do not hesitate to contact me or email me at the information listed in this letter.

Sincerely,

Maria Y. Ziebarth

Maria Y. Ziebarth
VP/CRS Team Lead

Enclosures

Cc: file