

DEPARTMENT OF WATER RESOURCES

JUN 13 2019

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

WATER RESOURCES
WESTERN REGION

1. Name of applicant(s) Advanced CFO in behalf of Jonathan and Meggan Thiel Phone 949-244-1078
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 13601 W McMillan Rd, #102 PMB 320 City Boise
 State ID ZIP 83713 Email rlattin@advancedcfo.com
2. Name of representative, if any SPF Water Engineering Phone 208-383-4140
 Mailing address 300 E Mallard Dr, Ste 350 City Boise
 State ID ZIP 83706 Email lgraves@spfwater.com
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☒ Send original correspondence to the applicant and copies to the representative.
- b. ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Ground Water which is a tributary of _____
4. Location of point(s) of diversion:
- | Twp | Rge | Sec | Govt Lot | 1/4 | 1/4 | 1/4 | County | Source | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|--------|--------------|---------------------|
| 2N | 1W | 30 | 4 | | SW | SW | Canyon | Ground Water | Existing Well |
| 2N | 1W | 30 | 4 | | SW | SW | Canyon | Ground Water | Existing Well |
| 2N | 1W | 30 | 4 | | SW | SW | Canyon | Ground Water | Existing Well |
| 2N | 1W | 30 | 4 | | SW | SW | Canyon | Ground Water | Existing Well |
| 2N | 2W | 25 | | | SE | SE | Canyon | Ground Water | Existing Well |
5. Water will be used for the following purposes:
- Amount 0.10 cfs for Stockwater purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.10 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. 5 existing wells, submersible pumps
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is 6 inches; proposed depth of well is 175 - 210 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? _____; drilling firm *see attached logs (no log found for S25 well); well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by KT Date 6/13/19 Time 9:42am Preliminary check by _____
 Fee \$ 100⁰⁰ Received by KT Receipt No. W047496 Date 6/13/19

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. up to 5400 mixed beef cattle _____
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households _____
 - Other; describe fully. _____
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	1W	30											S	S					
													L4						
2N	2W	25																S	

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? Domestic - stockwater right 63-21894 _____
11. a. Who owns the property at the point of diversion? Jonathan Parker Thiel and Meggan Marie Thiel
b. Who owns the land to be irrigated or place of use? Jonathan Parker Thiel and Meggan Marie Thiel
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: see attached court order _____
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. see attached narrative _____
13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant

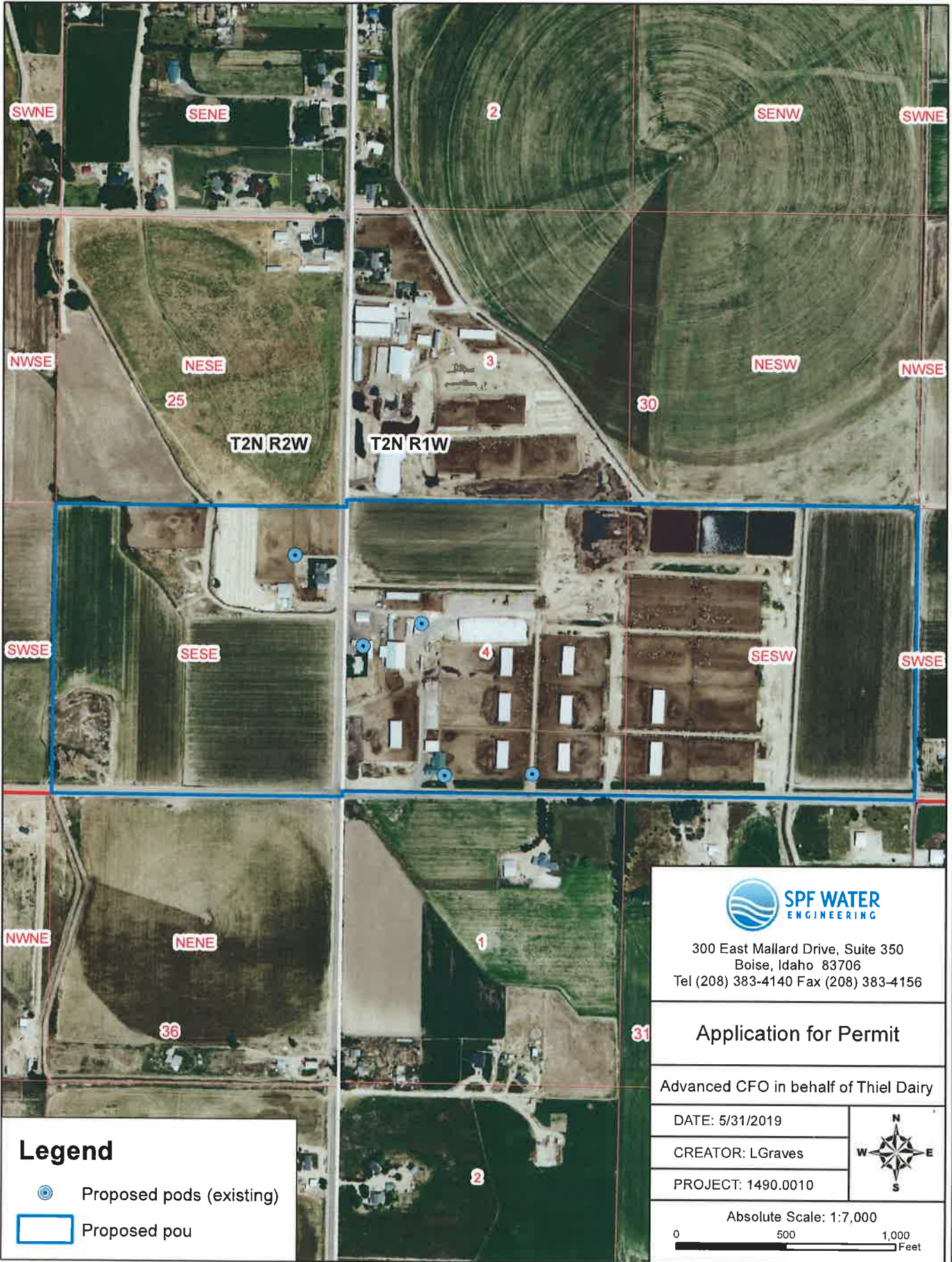
Matt McKinlay, Member, Advanced CFO in its capacity as Receiver of
Print Name (and title, if applicable)


Signature of Applicant

Jonathan Thiel and Meggan Thiel
Print Name (and title, if applicable)

Thiel Dairy, LLC, Jonathan Thiel and Meggan Thiel

Path: S:\PROJECTS\Inru D Projects\Advanced CFO_VPROJECT\GIS\Map\Projects\PMT_Map.mxd



300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

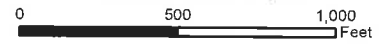
Application for Permit

Advanced CFO in behalf of Thiel Dairy

DATE: 5/31/2019
CREATOR: LGraves
PROJECT: 1490.0010



Absolute Scale: 1:7,000

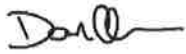


12. Application Narrative:

This application proposes 0.10 cfs (45 gpm) for a 5,400-head feedlot facility. Per the attached court order, CFO Solutions, dba Advanced CFO, has been appointed as Receiver over the proposed place of use now considered collateral of Rabo Bank due to loan default. The defendants of the court order previously filed application 63-34541 seeking water right coverage for an existing dairy. This application has not been processed due to a protest filed by Boise Project Board of Control. Since the time of filing application 63-34541, the dairy barn has burned down. Rabo Bank and/or the Receiver are not interested in rebuilding a dairy facility. Although Rabo Bank and/or the Receiver do not have the authority to withdraw application 63-34541, it will eventually be relinquished since the applicant has defaulted the property to the Bank. The stockwater facilities associated with the previous dairy operation are still intact, however the property only has water right coverage for up to 13,000 gpd under domestic/stockwater right 63-21894. Applicants are seeking authorization to divert additional stockwater from five existing wells.

IN WITNESS WHEREOF, the undersigned hereby agree to be bound as Members and Managers, as applicable, by the terms and conditions of this Amended and Restated Operating Agreement of **CFO Solutions, L.C.**

MANAGERS:



David Chase



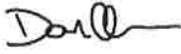
J.B. Henriksen



Matt McKinlay

Casey Foote

MEMBERS:



David Chase



J.B. Henriksen



Matt McKinlay

AFE Inc.

By: _____
Name: _____
Title: _____

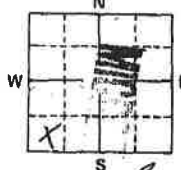
CFOS Consulting, Inc.

By: 
Name: Kent L Thomas
Title: CEO

Family Trust UTA Kent L. & Kim Thomas
Family Living Trust dated 10/21/97

By: 
Name: Kent L Thomas
Title: Trustee

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTUSE TYPEWRITER OR
BALLPOINT PENState law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>Mike Thiel</u> Address <u>Happy Valley Rd. Pampa, Id.</u> Owner's Permit No. _____		7. WATER LEVEL Static water level <u>120</u> feet below land surface. Flowing? ☐ Yes ☐ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality _____																													
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____		8. WELL TEST DATA ☐ Pump ☐ Bailer ☒ Air ☐ Other _____																													
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type) _____		<table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td><u>30</u></td><td><u>170</u></td><td><u>2</u></td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		Discharge G.P.M.	Pumping Level	Hours Pumped	<u>30</u>	<u>170</u>	<u>2</u>																						
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11. DRILLERS CERTIFICATION <u>DL</u> I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>Can Ada Well</u> Firm No. <u>304</u> Address <u>Box 328 Pampa, Id.</u> Date <u>6/5/82</u> Signed by (Firm Official) <u>Earl Skinner</u> and (Operator) _____																															

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

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IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT 59147

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 _____ 1/4 _____ 1/4 _____
Lat: _____ Long: _____

1. WELL TAG NO. D 63-99-W-0743-000
DRILLING PERMIT NO. 12041
Other IDWR No. _____

2. OWNER:

Name Mike Thiel
Address 7122 Happy Valley Rd.
City Kuna State Id. Zip 83634

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
W E S
Twp. 2 North ☒ or South ☐
Rge. 2 East ☒ or West ☐
Sec. 30 1/4 SW 1/4 SW 1/4
Gov't Lot _____ County _____
Lat: _____ Long: _____
Address of Well Site 7122 Happy Valley Rd.
City Kuna

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK	AMOUNT	METHOD
Material	From To Sacks or Pounds	
<u>Bentonite</u>	<u>0</u> <u>16</u> <u>17</u>	<u>Overbore</u>

Was drive shoe used? ☒ N ☐ Shoe Depth(s) _____

Was drive shoe seal tested? ☒ Y ☐ N How? _____ Pressure _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>6"</u>	<u>1</u>	<u>128'</u>	<u>250</u>	<u>Steel</u>	☒	☒	☒	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations _____ Method _____
Screens _____ Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

101ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: Sanitary Well Cap

11. WELL TESTS:

☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal/min.	Drawdown	Pumping Level	Time
<u>70</u>	<u>21</u>	<u>122</u>	<u>4</u>

Water Temp. 59 Bottom hole temp. _____

Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water
				Y N
<u>10"</u>	<u>0</u>	<u>6</u>	<u>Dirt</u>	<u>No</u>
<u>10"</u>	<u>6</u>	<u>18</u>	<u>Black Lava Rock</u>	<u>No</u>
<u>8"</u>	<u>18</u>	<u>40</u>	<u>Black Lava Rock</u>	<u>No</u>
<u>8"</u>	<u>40</u>	<u>121</u>	<u>Cracked Lava/ lost circulat</u>	<u>No</u>
<u>8"</u>	<u>121</u>	<u>128</u>	<u>Hard Lava</u>	<u>No</u>
<u>8"</u>	<u>128</u>	<u>132</u>	<u>Soft lava/little water</u>	<u>Yes</u>
<u>8"</u>	<u>132</u>	<u>159</u>	<u>Hard Lava</u>	<u>No</u>
<u>8"</u>	<u>159</u>	<u>185</u>	<u>Soft cracked lava/little</u>	<u>Yes</u>
<u>8"</u>	<u>185</u>	<u>203</u>	<u>Very hard lava</u>	<u>No</u>
<u>8"</u>	<u>203</u>	<u>210</u>	<u>Hard Cracked lava/water</u>	<u>Yes</u>

RECEIVED

NOV 17 1999

Department of Water Resources

RECEIVED

NOV 10 1999

WATER RESOURCES
WESTERN REGION

Completed _____ Depth 210' (Measurable)
Date: Started 9/8/99 Completed 9/14/99

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Can-Ada Well & Pump Firm No. 304

Firm Official Earl Skinner Date 10/27/99

and Earl Skinner Date 10/27/99

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

Ron Kerl, Esq. ISB No. 1768
COOPER & LARSEN, CHARTERED
151 North Third Avenue, Suite 210
PO Box 4229
Pocatello, ID 83205-4229
Telephone: (208) 235-1145
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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
COUNTY OF CANYON, STATE OF IDAHO

RABO AGRIFINANCE LLC, a Delaware
limited liability company,

Plaintiff,

v.

THIEL DAIRY, LLC, an Idaho limited liability
company, JONATHAN P. THIEL, an
individual, MEGGAN MARIE THIEL, an
individual, and JOHN DOES 1 through 3,

Defendants.

**ORDER APPOINTING CFO
SOLUTIONS LLC, dba ADVANCED CFO
AS RECEIVER OVER RABO
COLLATERAL**

Civil No. CV14-18-13064

This matter came before the Court on February 14, 2019 on Plaintiff Rabo AgriFinance LLC's ("**Rabo**" or "**Plaintiff**") Motion to Appoint CFO Solutions LLC, dba Advanced CFO as Receiver over Rabo Collateral and for Related Relief, which "Rabo Collateral" is more particularly defined as follows:

1. Any and all personal property owned by any or all of (a) Thiel Dairy, LLC, an Idaho limited liability company, (b) Jonathan P. Thiel, aka Jon Thiel, an individual, or (c) Meggan Marie Thiel, an individual, and constituting the following types or categories of personal property:

a. All accounts, contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments, and deposit accounts;

b. All inventory;

c. All equipment;

d. All fixtures;

e. All farm products, including crops grown, growing or to be grown, supplies used or produced in farming operation, and products of crops in their unmanufactured state;

f. All general intangibles, including all Intellectual Property;

g. All proceeds of any crop insurance, price support payment or other government program;

h. All rights and interests under 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 the Hedging Agreements;

i. Accessions, attachments and other additions to the Rabo Collateral;

j. Substitutes or replacements for any Rabo Collateral, all proceeds, products, rents and profits of any Collateral, all rights under warranties and insurance contracts covering the Rabo Collateral, and any causes of actions relating to the Rabo Collateral; and

k. All books and records pertaining to any Rabo Collateral, including but not limited to any computer-readable memory and any computer hardware and software necessary to process such memory;

2. All real property and related improvements, fixtures, personal property, easements, water rights, mineral rights, timber, leases, plantings rents and other real property interests titled in the names of any of the Defendants, and pledged to Rabo under that certain *Mortgage, Assignment of Rents and Security Agreement*, dated April 22, 2015, and duly recorded in the Office of the County Recorder of Canyon County, State of Idaho, on May 5, 2015, as Instrument No. 2015-016090;

3. All real property and related improvements, fixtures, personal property, easements, water rights, mineral rights, timber, leases, plantings rents and other real property interests titled in the name s of any of the Defendants, and pledged to Rabo under that certain *Mortgage, Assignment of Rents and Security Agreement*, dated April 11, 2016, and duly recorded in the Office of the County Recorder of Canyon County, State of Idaho, on April 29, 2016, as Instrument No. 2016-016141; and

4. State of Idaho Water Rights 63-4505 and 63-21894.

As part of the Motion, Rabo also has requested that the Court enter a temporary restraining order enjoining and restraining the Defendants, and each of them, and their agents, servants, employees, attorneys, and other persons and entities acting in concert or participation with them, or any of them, from, directly or indirectly, transferring, selling, leasing, disposing of, encumbering, injuring, converting, gifting or otherwise interfering with the Rabo Collateral without Rabo's express prior written consent and the written consent of the Receiver, or further Order of the Court.

Based upon Rabo's Motion, the allegations of the Verified Complaint on file herein, all exhibits to the Verified Complaint, the Declaration of Matthew R. McKinlay, the authorized agent of the proposed Receiver, the other pleadings and papers submitted in support thereof, and the arguments and evidence (if any) presented in support of the Motion, and good cause

appearing therefore, the Court makes the following findings:¹

1. Good and sufficient grounds exist to grant the Motion and appoint a receiver over the Rabo Collateral, in that:

A. Rabo appears to hold a properly perfected first priority lien on and security interest against the Rabo Collateral;

B. The Rabo Collateral secures the performance and payment of substantial monetary obligations owed by the Defendants to Rabo;

C. The Defendants have each defaulted under the Line of Credit Agreement and Second Line of Credit Agreement by their failure to make payments when due and owing, because the amount of the loan exceeded the maximum permitted amount, and based on their failures to comply with reporting requirements and also by having the amount of Obligations exceed the Borrowing Base;

D. As of December 13, 2018, there was due and owing to Rabo under the Line of Credit Agreement and Second Line of Credit Agreement, the total amount of \$6,461,855.32, representing (a) the principal sum of \$6,277,892.41, plus (b) contractual interest accrued thereon in the amount of \$84,757.53, plus (c) default interest accrued thereon (default interest began to accrue on October 25, 2018) in the amount of \$55,884.72, plus (d) other recoverable advances and interest on recoverable advances in the amount of \$43,323.66;

E. Additionally, Rabo is owed further contractual and default interest thereafter at the rate set forth above in the Line of Credit Agreement and Second Line of Credit Agreement, both before and after judgment, until paid, together with costs and attorneys' fees incurred by Rabo in

¹ Capitalized terms not defined herein shall have the meaning given them in RAF's Verified Complaint.

enforcement or collection of the Obligations;

F. The Defendants have committed multiple Events of Default concerning the loans and extensions of credit related to the Line of Credit Agreement;

G. Section 8(k) of the Security Agreement provides, among other things, that upon the occurrence of an Event of Default, Rabo may “have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Grantor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment”;

H. Furthermore, both the April 2015 Mortgage and the April 2016 Mortgage provide, in paragraph 19(c) thereof, that “[a]t any time after an Event of Default, Secured Parties or Mortgagee may . . . (c) 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”;

I. Both the April 2015 Mortgage and the April 2016 Mortgage also provide for the assignment of all rents, insurance proceeds and other income generated from the Mortgage Property, and further provide that Rabo is entitled to collect said rents, insurance proceeds and other income in the event of a default;

J. Specifically, both mortgages assign to Rabo and grant Rabo a security interest in any Leases and “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 Mortgagee may collect Rents with or without taking possession of the Property”; and

K. Defendants own or otherwise control, subject to Rabo’s perfected security interest, the Rabo Collateral, including any rents, insurance proceeds or other income derived from the Mortgage Property.

2. Events of Default have occurred under the loan and security documents related to the Line of Credit Agreement, which Events of Default remain uncured. Moreover, all Obligations owed to Rabo related to the Line of Credit Agreement have been accelerated, and are due and payable in full.

3. Defendants are unable or unwilling to repay the Obligations owed to Rabo, and the Rabo Collateral securing Rabo's claims may be insufficient to satisfy Rabo's claims.

4. Defendants continue to use and enjoy the Rabo Collateral and the Mortgage Property.

5. It is impractical or impossible for Rabo to enjoy the rights granted to it under the loan and security documents related to the Line of Credit Agreement without the appointment of a receiver who has the exclusive and broad power and authority to take possession of, control, manage and operate the Rabo Collateral.

6. Furthermore, additional funds may be required to maintain and preserve the value of the Rabo Collateral, and Rabo is unwilling to advance those funds without the appointment of a receiver and appropriate judicial oversight.

7. In this regard, part of the Rabo Collateral includes farm products, including feed and perhaps growing crops.

8. It appears that the Rabo Collateral is in imminent danger of being removed, sold, encumbered or otherwise impaired, in violation of Rabo's rights.

9. Pursuant to the loan and security documents related to the Line of Credit Agreement, and pursuant to applicable law, Rabo is entitled to the immediate appointment of a receiver over the Rabo Collateral, including any rents, insurance proceeds or other income generated thereby, and all proceeds and products thereof, including rents, income and insurance

proceeds, wherever located, and irrespective of in whose possession, custody or control the property resides.

10. Defendants have already demonstrated their willingness to harm and injure Rabo's rights through their (a) forgery of an endorsement on a joint check representing the proceeds of the Rabo Collateral, (b) their efforts to hide, conceal and hinder Rabo's ability to repossess the equipment forming a portion of the Rabo Collateral, and (c) their misstatements to Rabo concerning corn silage which they falsely represented were assets of Thiel Dairy and part of Rabo's Collateral.

11. Money damages may be insufficient to protect Rabo if the Rabo Collateral or the rents, insurance proceeds and other income thereof is removed, lost, sold, encumbered, destroyed or concealed. Other potential remedies are either unavailable or inadequate.

12. The failure to appoint a receiver in this action over the Rabo Collateral could result in the immediate and irreparable injury, loss, or damage to Rabo's interest in the Rabo Collateral.

13. The appointment of a receiver over the Rabo Collateral is reasonably necessary to preserve and protect the Rabo Collateral, and to insure that the Rabo Collateral is not lost, dissipated, damaged or commingled.

14. Rabo is entitled to the appointment of a custodial receiver over all of the Rabo Collateral all rents, income and other proceeds thereof.

15. Furthermore, in order to provide substantial justice, the receiver should be granted any and all rights, powers and responsibilities granted or authorized to a general receiver by Idaho law, and/or any other applicable basis in law or equity, including but not limited to the power to sell or otherwise liquidate the Rabo Collateral for the benefit of Rabo.

16. With respect to Rabo's request for injunctive relief, injunctive relief is appropriate in that:

A. Rabo likely will suffer irreparable harm unless the Court grants Rabo injunctive relief;

B. The harm to Defendants from being restrained or enjoined by the Court, if any, is outweighed by the harm that Rabo will incur if injunctive relief is not granted;

C. The injunctive relief requested by Rabo is not adverse to the public interest; and

D. There is a substantial likelihood that Rabo will prevail on (a) the merits of its underlying claims against the Defendants, and (b) the merits of its request that the Court appoint a receiver over the Rabo Collateral.

17. Therefore, pursuant to Idaho Rule of Civil Procedure 65, and in aid of and to assist the receiver in the performance of the receiver's duties, Rabo is entitled to an Order (1) requiring the Defendants, and each of them, and any other person or party in active concert with them, to provide a complete inventory to Rabo and the Receiver of the Rabo Collateral and all rents, insurance proceeds and income received or to be received therefrom; (2) requiring the Rabo Collateral and all rents, insurance proceeds and income received from the Rabo Collateral to be turned over to the Receiver, and (3) enjoining the Defendants, and each of them, and any person or party in active concert with them, or any of them, from attempting to transfer, sell, lease, dispose of, encumber, gift or otherwise encumber the Rabo Collateral or any rents, insurance proceeds or other income thereof without Rabo's and the Receiver's express prior written consent or a further order of the Court.

18. The monetary obligations owed by the Defendants to Rabo have been accelerated, are payable in full, have not been paid, and are in default.

19. Notice as required by Idaho law has been properly and timely given to all parties entitled to such notice.

Based upon the foregoing findings of fact, and such other facts as the Court made upon the records, which are incorporated herein by this reference, it is hereby **ORDERED, ADJUDGED AND DECREED**, as follows:

1. **APPOINTMENT OF RECEIVER.** CFO Solutions, LLC, dba Advanced CFO (“Receiver”), whose office is located at 13601 West McMillan Road, Suite 102, PMB 320, Boise, Idaho 83713; Telephone: (208) 724-2257; Facsimile: (208) 489-2501; email: info@guidepoint-mgt.org or mmckinlay@guidepoint-mgt.org, shall be, and hereby is, appointed as receiver over the Rabo Collateral, on the further terms and conditions of this Order.

Rabo has previously posted a Bond in the amount of \$25,000 as a condition for the Court’s issuance of its Temporary Restraining Orders on January 16, 2019 and its Order Extending the Temporary Restraining Order on January 28, 2019 (“TRO Bond”). As a condition to the effectiveness of this Order and the Receiver’s appointment, in compliance with Idaho Code § 8-604, the Clerk shall retain \$5,000 from the TRO Bond and the remainder of the TRO Bond is hereby exonerated and shall be returned to Rabo by the Clerk. The Receiver is authorized to act by and through its officers, agents, representatives and employees. During the term of the Receiver’s appointment, and until further order of the Court, the Rabo Collateral shall remain under the Court’s exclusive jurisdiction in accordance with Idaho Code §§ 8-601 through 8-606, inclusive. The Receiver is not interested in this action and is competent and qualified to act as the custodial receiver over the Collateral. The Receiver shall not be subject to the control of any other parties to this matter, but shall be subject only to the Court’s direction in the fulfillment of the Receiver’s duties.

A. At all times during until the Receiver is discharged by the Court, the Receiver shall maintain errors and omissions insurance with a policy limit of at least \$1,000,000.00 per claim.

B. The Receiver shall file and serve on all parties in interest all reports required by Idaho law or the terms of this Order.

2. ALL RABO COLLATERAL IS HEREBY PLACED IN THE POSSESSION OF THE RECEIVER, AND UNDER THE COURT'S CONTROL, PENDING FURTHER ORDERS OF THE COURT. The Receiver, as an officer of this Court, shall have all powers, duties, and authorities as provided by law and as executive, president, and/or manager under the Thiel Dairy, LLC operating agreement or similar governing documents, to have and take possession, custody and control, either physically or constructively as determined by the Receiver in his, her or its sole and absolute discretion, of the Rabo Collateral, and to use, operate, manage or sell the Rabo Collateral, subject to all existing and valid liens, claims and encumbrances of secured or lien creditors (including all liens and claims of Rabo), including any and all rents, income, profits or proceeds of the Rabo Collateral (including but not limited to all cash, checks and credit card receipts), both tangible and intangible and both choate and inchoate, whether now existing or after-acquired, and any and all books and records related to the Rabo Collateral (hereinafter the **"Receivership Estate"**).

The Receivership Estate includes, but is not necessarily limited to, all personal property of the Defendants, or in which any or all of the Defendants have an interest, whether legal or equitable (except to the extent that the Rabo Collateral includes any personal property of an individual that is used primarily for personal, family or household purposes or any property of an

individual that is exempt from execution under Idaho law) , provided such personal property is or constitutes personal property of the following types or categories:

- A. Accounts, contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments, and deposit accounts;
- B. Inventory;
- C. Equipment;
- D. Fixtures;
- E. Farm products, including crops grown, growing or to be grown, supplies used or produced in farming operations, and products of crops in their unmanufactured state;
- F. General intangibles, including all Intellectual Property (as defined in the Rabo Loan Documents);
- G. Proceeds of any crop insurance, price support payment or other government program;
- H. Rights and interests of any of the Defendants under 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 the Hedging Agreements;
- I. Accessions, attachments and other additions to the Rabo Collateral;
- J. Substitutes or replacements for any Rabo Collateral, all proceeds, products, rents and profits of any Rabo Collateral, all rights under warranties and insurance contracts covering the Rabo Collateral, and any causes of actions relating to the Rabo Collateral; and
- K. All books and records pertaining to any Rabo Collateral, including but not limited to any computer-readable memory and any computer hardware and software necessary to process

such memory.

The Receivership Estate also includes, but is not necessarily limited to, the following:

A. All real property and related improvements, fixtures, personal property, easements, water rights, mineral rights, timber, leases, plantings rents and other real property interests titled in the name of any of the Defendants, and pledged to Rabo under that certain *Mortgage, Assignment of Rents and Security Agreement*, dated April 22, 2015, and duly recorded in the Office of the County Recorder of Canyon County, State of Idaho, on May 5, 2015, as Instrument No. 2015-016090;

B. All real property and related improvements, fixtures, personal property, easements, water rights, mineral rights, timber, leases, plantings rents and other real property interests titled in the name of any of the Defendants, and pledged to Rabo under that certain *Mortgage, Assignment of Rents and Security Agreement*, dated April 11, 2016, and duly recorded in the Office of the County Recorder of Canyon County, State of Idaho, on April 29, 2016, as Instrument No. 2016-016141; and

Signed: 2/19/2019 08:55 AM

C. State of Idaho Water Rights 63-4505 and 63-21894.

3. POWERS AND DUTIES OF RECEIVER WITH RESPECT TO THE RECEIVERSHIP ESTATE. The Receiver is granted the following powers and is charged with the following duties with respect to the Receivership Estate, as well as all other powers and duties granted to a receiver under Idaho law to the extent such duties are not already expressly set forth below, including but not limited to all rights and powers of (a) a manager of a manager-managed limited liability company under Idaho law, and (b) 100% of the members of a member-managed limited liability company under Idaho law:

A. To enter upon and take possession, custody and control of the Receivership Estate, whether tangible or intangible, and all income, proceeds and profits thereof, with the

power and authority to preserve, protect, and liquidate those assets and to distribute the proceeds thereof to the party or parties legally entitled thereto;

B. To seize and collect any and all funds or other assets which constitute income, proceeds or profits of the Receivership Estate, in whatever form and wherever located, including but not limited to any and all cash, deposits, accounts, bank accounts, other cash accounts or cash equivalents, and lock box funds, and to change the signatory authority on all such accounts related to the Receivership Estate, with the power and authority to distribute such income, proceeds or profits to the party or parties legally entitled thereto;

C. To present or otherwise process for payment any checks, money orders, credit card receipts or payments or other forms of payment made payable to the Defendants, or any of them, which constitute rents, profits, income, or proceeds of the Receivership Estate, endorse the same and collect the proceeds thereof, such proceeds to be held, used and maintained as elsewhere provided herein;

D. To open and utilize bank accounts for receivership funds relating to the Receivership Estate, with such funds to be held in a federal insured financial institution with an office in Boise, Idaho;

E. Subject to further requirements of this Order, and in the Receiver's business discretion, to hire, employ or contract with third parties to access computer files related to the Receivership Estate, which are password protected or not otherwise readily accessible to the Receiver;

F. To have and collect all rents, income, proceeds or other profits generated by or from the Receivership Estate, and to deposit the same into one or more bank or other financial accounts controlled by the Receiver;

G. To take any and all other actions with respect to the Receivership Estate, including managing its employees (if any), assets, vendors, creditors, debtors, tenants, customers and third-parties which in the Receiver's business discretion the Receiver finds to be reasonably necessary and prudent to preserve and protect the Receivership Estate, and to avoid any diminution or impairment to the value of the Receivership Estate, which may include, but is not limited to, the following:

1. Expending any cash or other income generated from the Receivership Estate;
2. Paying for maintenance and operating expenses and taxes;
3. Prosecuting and defending legal actions in respect of the Receivership Estate;
4. Subject to the requirements of this Order, employing attorneys, accountants, investigators, consultants, and any other persons or entities deemed necessary by the Receiver to assist the Receiver in the discharge of the Receiver's duties under this Order, with the costs of such services to be paid out of the Receivership Estate in the ordinary course of business as and when invoiced, so long as the fees charged for such services are deemed by the Receiver to be usual and customary and any compensation for such employment is subject to the review and approval of this Court after appropriate notice to parties in interest. For purposes of this Order, the phrase "appropriate notice to parties in interest" shall, wherever the phrase appears, mean no less than five (5) business days' notice, which notice may be served by regular mail, facsimile, federal express or other courier service, and by e-mail delivery. Furthermore, provided appropriate notice to parties in interest is provided in accordance with the terms of this Order, and no timely objections are filed with the Court or served on counsel for all parties in

interest by the deadline set forth above, the Court may enter an Order approving the subject transaction upon *ex parte* application, and without further notice or a hearing;

5. Purchasing such merchandise, materials, supplies, and services as the Receiver deems necessary and advisable to assist the Receiver in performing the Receiver's duties hereunder, and to pay therefore the ordinary and usual rates and prices in the ordinary course, *provided, however*, that the Receiver shall obtain the prior approval of the Court after appropriate notice to parties in interest for any singular transaction which will cost the Receivership Estate more than \$20,000.00;

6. Transferring, disposing of, selling and/or abandoning any tangible or intangible assets of the Receivership Estate, including but not limited to any accounts, contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments, deposit accounts, inventory, equipment, farm products (including crops grown, growing or to be grown, supplies used or produced in farming operations, and products of crops in their unmanufactured state), general intangibles (including all Intellectual Property as defined in the Rabo Loan Documents), trade secrets, trade processes and business lines, *provided, however*, that the Receiver shall obtain the prior approval of this Court after appropriate notice to parties in interest respecting the proposed terms of any such dispositions if the aggregate book value or market value of the same is reasonably believed by the Receiver to be greater than \$20,000.00. Any such property sold or transferred by the Receiver pursuant to the terms of this Order shall be sold or transferred free and clear of any liens, claims, interests or encumbrances, with any and all valid liens, claims, interests or encumbrances attaching to the proceeds of the sale or transfer in the same order of priority under applicable law;

7. Investigating the Receivership Estate and, in the Receiver's business

discretion, preparing a report or reports of the same to the parties and to the Court;

8. Entering into or modifying contracts affecting any part or all of the Receivership Estate, including, without limitation, employment contracts, independent contractor agreements, leases, daily rental agreements, and service agreements, *provided, however*, that the Receiver shall obtain the prior approval of this Court after appropriate notice to parties in interest respecting the proposed terms of any such contracts or modifications of such contracts if the aggregate costs of the contracts or the modifications over their term are reasonably expected by the Receiver to be greater than \$20,000.00, and *provided further, however*, that the Receiver shall not be required to seek or obtain any prior approval of this Court prior to entering into any sales transactions involving farm products (including crops grown, growing or to be grown, supplies used or produced in farming operations, and products of crops in their unmanufactured state) so long as the terms of any such sales transactions are determined by the Receiver in the Receiver's business discretion to be usual and customary and in the ordinary course of Defendant's business;

9. Paying and discharging out of the funds and assets coming into the hands of the Receiver all of the costs and expenses of the Receivership Estate, including all taxes, governmental assessments and charges lawfully imposed upon the Receivership Estate, *provided, however*, that the Receiver shall obtain the prior approval of the Court after appropriate notice to parties in interest for any singular transaction or expense which will cost the Receivership Estate more than \$20,000.00;

10. Applying for, obtaining, and paying any reasonable fees for any lawful license, permit or other governmental approval relating to the Receivership Estate; confirming the existence of and, to the extent permitted by law, exercising the privileges of any existing license or permit; and doing all things necessary to protect and maintain such licenses, permits

and approvals, subject to the further provisions of this Order;

11. Hiring, firing, selecting and retaining employees and independent contractors as the Receiver deems reasonable or necessary to preserve and maintain the value of the Receivership Estate;

12. Applying for, obtaining, and paying any reasonable fees for any lawful license, permit or other governmental approval relating to the Receivership Estate, and confirming the existence of and, to the extent permitted by law, exercising the privileges of, any existing license or permit and/or license or permit obtained by the Receiver;

13. Doing all things necessary to preserve and protect the Receivership Estate, including exercising all the rights and powers of, and fulfilling all of the obligations given to, a manager of a limited liability company under Idaho law; and

14. Presenting a certified copy of this Order as proof of the Receiver's authority hereunder.

4. RECEIVER COMPENSATION AND OTHER MATTERS. The Receiver shall:

A. Be compensated in the ordinary course of business at the rate of \$275.00 per hour for all principals of the Receiver, plus hourly rates of no more than \$200.00 per hour for all associates and staff, which rate will be subject to annual increases, plus actual out of pocket expenses reimbursable at cost with no markup, for services as Receiver herein, *provided, however*, that any such compensation paid to the Receiver shall be subject to the subsequent review and approval of this Court after appropriate notice to parties in interest;

B. Within forty-five (45) days of the date of entry of this Order, and provided the Receiver has the ability to do so from the records of the Receivership Estate, file and serve upon

the parties to this action an initial written report of all receipts and disbursements relating to the Receivership Property from January 1, 2018 through December 31, 2015, or such later date that the Receiver deems necessary and appropriate; and

C. Retain originals and/or legible copies of all writings and other documents which were used or referred to in order to prepare the statements under the foregoing paragraphs of this Order, including, but not limited to, checks, contracts, agreements, and invoices.

D. Subject to the requirements for the employment and compensation of professionals set forth herein, nothing in this Order shall preclude the Receiver from hiring professionals and third-party providers or vendors to assist the Receiver in the performance of the Receiver's duties under this Order, so long as the fees charged for such services are deemed by the Receiver in the Receiver's business discretion to be usual and customary in the locality where the services are to be found, and any compensation for such services are subject to subsequent review and approval of this Court after appropriate notice to parties in interest.

5. FURTHER POWERS GRANTED TO RECEIVER. The Receiver is further empowered and authorized to generally do such other things as may be necessary or incidental to the specific powers, directions, and general authorizations set out in this Order, and may take any further actions relating to the Receivership Estate that are necessary and appropriate to fulfill the Receiver's duties hereunder beyond the scope contemplated by the provisions set forth above, *provided however*, that the Receiver obtains the prior approval from this Court for any such additional actions after appropriate notice to parties in interest.

6. GRANT OF IMMUNITY. To the fullest extent allowed by law, the Receiver and the Receiver's officers, agents, attorneys, consultants and employees, shall be immune from and shall be held harmless from and against any and all suits, liabilities, claims, losses, lawsuits,

judgments, and/or expenses, including but not limited to attorney fees', costs and monetary damages, arising out of or related to, either directly or indirectly, his, her, its or their performance of duties or obligations pursuant to the terms of this Order.

6. RECEIVERSHIP LOANS AND ADVANCES. If the Receivership Estate does not generate sufficient revenue following the appointment of the Receiver sufficient to pay the operating expenses and approved charges and expenses of the Receiver and the fees and expenses of any attorneys, accountants, or other professionals employed by the Receiver in accordance with the requirements of this Order, the Receiver may and is hereby authorized without further order of the Court to borrow money from Rabo in order to pay such expenses. All funds borrowed from the Receiver shall be deemed to be borrowings of the Defendants under the Rabo loan and security documents attached to the Verified Complaint, and shall be added to the balance due and owing under the Rabo loan and security documents. The Receiver may execute, issue and deliver (but is not required to do so to effectuate the prior sentence) in favor of Rabo promissory notes or other instruments and documents evidencing the additional indebtedness with respect to all sums borrowed by the Receiver on behalf of the Defendants. All sums advanced by Rabo to the Receivership Estate pursuant to this Order, together with interest thereon at the rates set forth in the Rabo loan documents, shall be secured by Rabo's existing liens on and security interests in the Rabo Collateral, and otherwise shall constitute a first and senior lien with respect to all such assets. In addition, all funds that the Receiver borrows from Rabo shall be deemed administrative expenses of the Receivership Estate. The Receiver, as an individual, however, shall bear no obligation or responsibility for repayment of any such loans or advances.

7. FILING OF TAX RETURNS FOR THE ENTITY DEFENDANTS.

Notwithstanding any other term or provision of this Order, the Receiver shall be under no obligation to file any tax returns or other governmental returns or forms for or on behalf of the Defendants. Upon reasonable notice to the Receiver, the Receiver shall provide to the Defendants reasonable access to financial information necessary for the Defendants to prepare and file such governmental returns or forms.

8. PAYMENTS TO RABO. Notwithstanding any other provisions of this Order, the Receiver may distributed to Rabo as soon as reasonably practicable all surplus cash of the Receivership Estate, not reasonably necessary for the operation of the Receivership Estate, as well as all income, profits and proceeds resulting from the sale of the Rabo Collateral upon which Rabo has a lien or security interest, after such notice and hearing as may be required by this Order.

9. FURTHER ORDERS. The Receiver or the other parties in this action may at any time apply to this Court for any further orders or other instructions and powers necessary to enable the Receiver to perform his duties properly. Any motion by the Receiver or the other parties to this action seeking Court approval of any act of the Receiver shall be served on each party hereto and each other person who has filed and served on the Receiver a request for special notice. Further, the Receiver may file requests for special notice on behalf of any party; however, such requests filed by the Receiver shall not be deemed consents to the jurisdiction of this Court. In addition to service by mail or hand-delivery, service in this action may be made by facsimile or electronic mail.

Notwithstanding any provision of this Order requiring Court approval of any act of the Receiver, the Receiver may nonetheless undertake an action without prior Court approval if the Receiver obtains the written consent of each party hereto and each other person who has filed and

served on the Receiver a request for special notice. Such acts shall, as soon as practicable thereafter, be identified to the Court.

10. RESTRAINING ORDER/NON-INTERFERENCE WITH RECEIVER. It is hereby further ordered that Defendants, and each of them, and any other parties with actual or constructive notice of this Order who are subject to the jurisdiction of this Court, including, without limitation, Defendant's agents, servants, employees, attorneys, and other persons and entities acting in concert or participation with them, or any of them, are hereby enjoined and restrained from, directly or indirectly, transferring, selling, leasing, disposing of, encumbering, injuring, converting, gifting or otherwise interfering with the Rabo Collateral without Rabo's express prior written consent and the written consent of the Receiver, or further Order of the Court, including but not limited to from taking or engaging in the following actions:

A. Interfering, directly or indirectly, with the Receiver or the Receiver's custody and control of the Receivership Estate, including, without limitation, withholding access codes and computer passwords;

B. Interfering, directly or indirectly, with the Receiver's effort to collect or take possession of the Receivership Estate, or the rents, income, profits or proceeds thereof;

C. Collecting or attempting to collect the Receivership Estate, or the rents, income, profits or proceeds thereof, other than at the written direction of the Receiver;

D. Extending, dispersing, transferring, assigning, selling, conveying, devising, pledging, mortgaging, creating a security interest in or disposing of the whole or any part of the Receivership Estate or the rents, income, profits or proceeds thereof, without the prior written consent of the Receiver;

E. Taking any actions which would damage or dissipate the assets of the

Receivership Estate; and/or

F. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or prejudice the preservation of the Receivership Estate and the rents, income, profits or proceeds thereof, or this Court's jurisdiction over the Receivership Estate.

Furthermore, Defendants, and all of them, shall:

A. Within five (5) business days of the entry of this Order, deliver to the Receiver all Rabo Collateral, and all income, proceeds, rents and profits received from the Rabo Collateral;

B. Within five (5) business days of the entry of this Order, supply the Receiver with information necessary to enable the Receiver to complete any schedules that the Receiver may be required to file, and otherwise assist the Receiver in the completion of the schedules;

C. Within five (5) business days of this Order, provide the Receiver with all books and records referring or relating to the Rabo Collateral;

D. Within five (5) business days of this Order, provide the Receiver with a copy of such financial and business records of the Entity Defendants as the Receiver may request; and

E. To the extent requested by the Receiver, submit, by and through their most knowledgeable representatives, to an examination by the Receiver or Rabo, under oath and subject to penalty of perjury, concerning the acts, conduct, property, liabilities and financial condition of or concerning the Receivership Estate, or any matter relating to the Receiver's administration of the Receivership Estate.

11. UTILITY SERVICES. Any utility company providing services to the Receivership Estate, including gas, electricity, water, sewer, trash collection, telephone, communications or similar services, shall be prohibited from discontinuing service to the Receivership Estate for any non-payment by Defendants prior to the Receiver's appointment by

this Court based upon unpaid bills incurred by Defendants. Further, such utilities shall transfer any deposits held by the utility to the exclusive control of such Receiver and shall be prohibited from demanding that the Receiver deposit additional funds in advance to maintain or secure such services. To the extent the Receiver deems it prudent in the Receiver's business discretion, the Receiver may, but shall not be required to, open up net utility accounts in the name of the Receivership. Utility companies are prohibited from discontinuing service while the new Receivership accounts are in process of being established.

12. AUTOMATIC STAY; ACTIONS AGAINST RECEIVER. With respect to the Receivership Estate, and except for the pursuit of Rabo's claims herein, all actions against the Receivership Estate which would be stayed by the automatic bankruptcy state of 11 U.S.C. § 362 if the Defendants were in bankruptcy, are hereby stayed pursuant to the terms of this Order. No actions shall be taken against the Receivership Estate by the Defendants or any other persons or entities with actual notice of this Order without the prior express permission of the Court.

No person or entity shall file suit against the Receiver or his agents or professionals, or take other action against the Receiver or his agents or professionals, without an order of this Court permitting the suit or action after appropriate notice to parties in interest, *provided*, *however*, that no prior court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action and, *provided, further*, that nothing set forth herein shall preclude or prejudice any party from asserting claims in this proceeding, provided that adjudication of such claims shall be subject to any agreements executed by or affecting any party. All defenses to such claims are reserved and unaffected by this paragraph.

13. TURNOVER. It is hereby further ordered that Defendants, and all of them, and

any other parties with actual or constructive notice of this Order who are subject to the jurisdiction of this Court, including, without limitation, Defendant's managers, officers, directors, employees, agents, representatives, attorneys and consultants, and all persons or entities acting for or in concert with them, shall:

A. Turn over to the Receiver the Receivership Estate, the rents, income, profits and proceeds there from, and all other property incidental thereto or that is or may be necessary or useful to allow and assist the Receiver in operating or in collecting the Receivership Estate, including, but not limited to, all mail and other correspondence, all post office boxes, all keys to all locks, and the contracts, records, books of account, ledgers, files and all business records for the Receivership Estate or the rents, income, profits or proceeds thereof, wherever located and in whatever mode maintained (including, without limitation, information contained on computers and any and all software relating thereto as well as all banking records, statements and canceled checks); and

B. Turn over to the Receiver all documents which constitute or pertain to all contracts, leases, subleases, royalty agreements, assignments, insurance policies, liens, security interests, licenses, permits or governmental approvals, or other agreements of any kind whatsoever, whether currently in effect or lapsed, which relate to the Receivership Estate or any interest therein, or to the rents, income, profits or proceeds there from.

14. INVESTIGATION OF CLAIMS; RIGHT TO BRING SUIT. In exercising its duties on behalf of the Receivership Estate, the Receiver may, in its sole discretion, direct that reasonable and necessary costs be expended to evaluate or challenge any secured or unsecured claims or the validity, extent, perfection and priority of any liens against the Receivership Estate, other than Rabo's secured claims against the Rabo Collateral, *provided, however*, that nothing set

forth in this paragraph shall require the Receiver to do so. Further, the Receiver shall have standing to bring suit to challenge, object to or otherwise question any such secured or unsecured claims.

15. DISCHARGE OR RECEIVER. The Receiver may at any time file a motion requesting that the Receiver be exonerated, discharged and/or released from the Receiver's appointment under this Order. Such motion may be heard by the Court on no less than five (5) business days' notice. The receivership shall not be terminated, and the rights and obligations of the parties subject to this Order shall remain in full force, until this Court approves the Receiver's final report or until the Court enters an order terminating the receivership and discharging the Receiver.

16. EFFECTIVE DATE OF ORDER. This Order shall be effective when signed.

BY THE COURT:

Signed: 2/19/2019 08:56 AM

A handwritten signature in black ink, appearing to be 'Christopher S. Nye', written over a horizontal line.

Hon. Christopher S. Nye
District Court Judge

CLERK'S CERTIFICATE OF SERVICE

Signed: 2/22/2019 08:05 AM

I HEREBY CERTIFY that on the ____ day of February, 2019, I electronically filed the foregoing with the Clerk of the Court using the Idaho iCourt E-File system and requested that a Notice of Electronic Filing be sent to the following persons:

Ron Kerl
ron@cooper-larsen.com

Michael R. Johnson
mjohnson@rqn.com

James A Sorenson
Jsorenson@rqn.com

Randall A. Peterman
rap@givenspursley.com

AND, I HEREBY CERTIFY that I have mailed by United States Postal Service the foregoing document(s) to the following:

Thiel Dairy, LLC
Registered Agent: Jonathan Thiel
6777 Happy Valley Road
Kuna, ID 83634

Jonathan Thiel
6777 Happy Valley Road
Kuna, ID 83634

Meggan Thiel
6777 Happy Valley Road
Kuna, ID 83634

CLERK OF THE COURT

By: *J. Peterman*
Deputy



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 28, 2019

BARKER ROSHOLT & SIMPSON LLC
C/O SHELLEY M DAVIS
1010 W JEFFERSON ST STE 102
PO BOX 2139
BOSIE ID 83702

Re: Application for Permit No. 63-34746

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Idaho Press Tribune* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website www.idwr.idaho.gov.

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by **July 22, 2019**. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

Anna Kaiser
Administrative Assistant
Western Regional Office

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 28, 2019

ADVANCED CFO
13601 W MCMILLAN RD STE 102 PMB 320
BOISE, ID 83713-2071

Application for Permit No. 63-34746

Dear Applicant:

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the PRESS TRIBUNE on 7/4/2019 and 7/11/2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anna Kaiser'.

Anna Kaiser
Administrative Assistant

Kaiser, Anna

From: Kaiser, Anna
Sent: Thursday, June 27, 2019 2:39 PM
To: 'IDAHO PRESS TRIBUNE'
Subject: CANYON Legal Ad
Attachments: Cover Letter.docx; Legal Notice.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Legal Clerk,

Please see the attached ad for publication on 7/4/2019 & 7/11/2019.

Please confirm these are okay to publish as shown.

Thank You,

Anna Kaiser | Administrative Assistant I
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208).334.2190 | anna.kaiser@idwr.idaho.gov

June 27, 2019

LEGAL NOTICE DEPARTMENT

PRESS TRIBUNE
PO BOX 9399
NAMPA, ID 83652

RE: Application For Permit No: 63-34746

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 7/22/2019. Your cooperation is appreciated.

Sincerely,

Anna Kaiser
Administrative Assistant

Enclosures

The following application has been filed to appropriate the public waters of the State of Idaho:

63-34746

ADVANCED CFO

13601 W MCMILLAN RD STE 102 PMB 320

BOISE, ID 83713-2071

(4) Points of Diversion L4(SWSW) S30 T02N R01W CANYON County Source GROUND WATER

Point of Diversion SESE S25 T02N R02W CANYON County Source GROUND WATER

Use: STOCKWATER 01/01 to 12/31 0.1 CFS

Total Diversion: 0.1 CFS

Date Filed: 6/13/2019

Place Of Use: STOCKWATER

T02N R01W S30 L4(SWSW) SESW

T02N R02W S25 SESE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the right(s), please see www.idwr.idaho.gov. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 7/22/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 7/4/2019 and 7/11/2019



June 11, 2019

RECEIVED
JUN 13 2019
WATER RESOURCES
WESTERN REGION

Patrick Kelly, Water Rights Supervisor
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Application for Permit

Dear Patrick,

Enclosed on behalf of Advanced CFO in behalf of Jonathan and Meggan Thiel, is an *Application for Permit* requesting diversion from existing wells for stockwater use in Canyon County. CFO Solutions has been appointed as Receiver over the proposed place of use that is now considered collateral of Rabo Bank due to loan default. Please refer to the narrative and court order attached to the application for additional information. Matt McKinlay is a managing member of CFO Solutions as shown on the signature page from the Company's operating agreement attached to this letter. As verified on the court order, CFO Solutions does business as Advanced CFO.

Check No.1010 for \$100 is enclosed for the filing fee. Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Graves", is written over a light blue horizontal line.

Lori Graves
Water Rights Specialist

Cc: Rob Lattin, Matt McKinlay

Enclosures

SPF file number: 1490.0010