

RECEIVED

AUG 20 2018 ✓

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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 Exhibit A			
attached hereto			

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

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of **\$25.00** per water right or adjudication claim.

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

Metropolitan Life Insurance Company

c/o Metlife Investment Advisors

10801 Mastin Boulevard, Suite 930

Overland Park, KS 66210

Phone _____

Email _____

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

Oak Valley Land Company, L.L.C.

5. Expiration Date of Notification Period

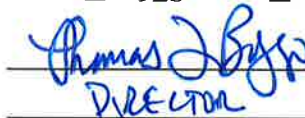
May 25, 2039

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable


 DIRECTOR

SUPPORT DATA

IN FILE # 45-13919**For Office Use Only**Received by DM Date 8-20-2018 Receipt No. SO36915 Fee \$875-

Processed by AJ _____ Date _____ WR _____ Date _____

Exhibit A

Water Rights

45-13924
45-13926
45-13928
45-13930
45-13932
45-13934
45-13936
45-13938
45-14167
45-14169
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45-13941
45-13943
45-13944
45-13945
45-14307
45-14309
45-14311
45-13940
45-13942

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
01:44:52 PM 08-16-2018
2018-003196
NO. PAGES: 34 FEE: \$111.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

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

18314172
(space above reserved for recorder's use)

**AMENDED AND RESTATED
MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

DATED: August 15, 2018

FROM: OAK VALLEY DAIRY, L.L.C.,
an Idaho limited liability company and
OAK VALLEY LAND COMPANY, L.L.C.,
an Idaho limited liability company
468 S 800 West
Burley, ID 83318

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation, Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Director

MORTGAGEE

METROPOLITAN LIFE INSURANCE COMPANY
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, California 93720
Attn.: Director

Amended & Restated Mortgage
Oak Valley

Loan No. 199605, 197834, 198546, 197438, & 197439
97942128.3 0053564-00354

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

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DATED: August 15, 2018

FROM: OAK VALLEY DAIRY, L.L.C., **MORTGAGOR**
an Idaho limited liability company and
OAK VALLEY LAND COMPANY, L.L.C.,
an Idaho limited liability company
468 S 800 West
Burley, ID 83318

TO: METROPOLITAN LIFE INSURANCE COMPANY **MORTGAGEE**
a New York corporation, Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Director

METROPOLITAN LIFE INSURANCE COMPANY
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, California 93720
Attn.: Director

Amended & Restated Mortgage
Oak Valley

Loan No. 199605, 197834, 198546, 197438, & 197439
97942128.3 0053564-00354

METROPOLITAN LIFE INSURANCE COMPANY
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mortgagor is the owner of the real property in Cassia County, Idaho described on the attached Exhibit A.

Mortgagee has loaned or agreed to loan to certain parties, including those entities comprising Mortgagor, the original principal amount of EIGHT MILLION FOUR HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS (\$8,425,750.00) on certain terms and conditions (the **"197834 Loan"**). Such amount is repayable with interest according to the terms of a promissory note (together with any documents or instruments given in renewal, modification, substitution or addition thereof, the **"197834 Note"**), given to evidence such indebtedness, dated October 22, 2015, under which the final payment of principal and interest will be due on December 25, 2029. The 197834 Loan is subject to those terms and conditions contained in a Loan Agreement dated October 22, 2015 between Mortgagor, as borrower, and Mortgagee, as lender (the **"197834 Loan Agreement"**).

Mortgagee has also loaned or agreed to loan to certain parties, including those entities comprising Mortgagor, the original principal amount of FOUR MILLION TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$4,250,000.00) on certain terms and conditions (the **"198546 Loan"**). Such amount is repayable with interest according to the terms of a promissory note (together with any documents or instruments given in renewal, modification, substitution or addition thereof, the **"198546 Note"**), given to evidence such indebtedness, dated September 26, 2016, under which the final payment of principal and interest will be due on September 25, 2031. The 198546 Note provides that the interest rate and payment terms may be adjusted. The 198546 Loan is subject to those terms and conditions contained in a Loan Agreement dated September 26, 2016 between Mortgagor, as borrower, and Mortgagee, as lender (the **"198546 Loan Agreement"**).

Mortgagee has also loaned or agreed to loan to certain parties, including those entities comprising Mortgagor, the original principal amount of (i) THIRTY ONE MILLION SEVEN HUNDRED THOUSAND and NO/100 DOLLARS (\$31,700,000.00) on certain terms and conditions (the **"197438 Loan"**) and (ii) FOUR MILLION and NO/100 DOLLARS (\$4,000,000.00) on certain terms and conditions (the **"197439 Loan"**). Such amounts are repayable with interest according to the terms of certain promissory notes (together with any documents or instruments given in renewal, modification, substitution or addition thereof, the **"197438 Note"** and the **"197439 Note,"** respectively), given to evidence such indebtedness, each dated April 30, 2015, under which the final payments of principal and interest will be due on January 25, 2030. The 197439 Note provides that the interest rate and payment terms may be

adjusted. The 197438 Loan and 197439 Loan are subject to those terms and conditions contained in a Loan Agreement dated April 30, 2015 between Mortgagor, as borrower, and Mortgagee, as lender (the "197438 & 197439 Loan Agreement").

Mortgagee has also loaned or agreed to loan to certain parties, including those entities comprising Mortgagor, the original principal amount of THIRTY SIX MILLION ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$36,150,000.00) on certain terms and conditions (the "199605 Loan," and together with the 197834 Loan, the 198546 Loan, the 197438 Loan, and the 197439 Loan, the "Loans"). Such amount is repayable with interest according to the terms of a promissory note (together with any documents or instruments given in renewal, modification, substitution or addition thereof the "199605 Note," and together with the 197834 Note, the 198546 Note, the 197438 Note, and the 197439 Note, the "Notes"), given to evidence such indebtedness, dated of even date herewith, under which the final payment of principal and interest will be due on May 25, 2039. The 199605 Note provides that the interest rate and payment terms may be adjusted. The 199605 Loan is subject to those terms and conditions contained in a Loan Agreement dated of even date herewith between Mortgagor, as borrower, and Mortgagee, as lender (the "199605 Loan Agreement" and together with the 197834 Loan Agreement, the 198546 Loan Agreement, and the 197438 & 197439 Loan Agreement, the "Loan Agreements").

The term "**Indebtedness**" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Notes, including without limitation, prepayment premiums (b) any future amounts that Mortgagee may in its discretion loan to Mortgagor, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the provisions of Section 4 of the Loan Agreements, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Mortgagor under this Mortgage and the Loan Agreements, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following:

- A. The real property in Cassia County, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "**Real Property**");
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or

modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;
- D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (v) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "**Equipment and Improvements**"), excluding rolling stock;
- E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security

deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "**Income**"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred;

- F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "**Water Rights**");
- G. All milk, cream, and other dairy products (the "**Dairy Products**"), and all receivables thereof (the "**Receivables**");
- H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;
- I. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property (the "**Intangibles**").
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses;
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing;

The real and personal property described above is referred to as the "**Property.**"

Mortgagor hereby grants to Mortgagee a security interest in the Income, the Water Rights, Dairy Products, Receivables, Equipment and Improvements, Intangibles and all Property constituting personal property (collectively, the "**Personal Property**").

This Mortgage is given and accepted on the following terms and conditions which Mortgagor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Mortgagor shall pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Mortgagor by this Mortgage, the Loan Agreements, and the Notes.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good dairy operation custom and practice, and all farming and dairy operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Mortgagor shall operate and maintain the crops and dairy operations on the Property in accordance with good farming and dairy practices prevailing in Idaho.

2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.

2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "**Improvements**" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to mobile homes, fences, corrals, dairy parlors, confinement facilities, silos,

elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof \$10,000 for any single transaction or a total of \$25,000 in any fiscal year, upon replacing or substituting the same with a replacement of at least equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.

- 2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.
- 2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.
- 2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.
- 2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.
- 2.9 Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner

currently operated including, without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

3. TAXES, ASSESSMENTS AND LIENS

- 3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.
- 3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within 15 days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.
- 3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.
- 3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's

request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

- 3.5 Farm or Forest Classification. Mortgagor agrees to maintain the agricultural use or forest lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use or forest lands.

4. PROPERTY DAMAGE INSURANCE

- 4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Mortgagee.

- 4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within 15 days of the casualty. In the event of any damage to or destruction of the Property, and provided (1) an event of default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value

as that existing prior to such damage or destruction (the "**Restoration**"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "**Net Insurance Proceeds**") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein, after payment in full of the Secured Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

- 4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

5. WARRANTIES OF MORTGAGOR

- 5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions set forth in the title insurance policy issued to Mortgagee at closing (the "**Permitted Encumbrances**").
- 5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
- 5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Notes and the execution and delivery of the Notes, and Loan Agreements and this Mortgage will not contravene any provision of

law or of the articles of organization or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.

- 5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its officers, members, or managers, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

6. CONDEMNATION

- 6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.
- 6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

- 7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
- (a) A specific tax upon mortgage deeds or upon all or any part of the indebtedness secured by a mortgage.

- (b) A specific tax on Mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
- (c) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Mortgagor.

7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

- (a) Mortgagor pays the tax or charge imposed by the state tax, and
- (b) Mortgagor pays the tax or charge within 30 days after notice from Mortgagee that the tax law has been enacted or 15 days prior to the date the tax is payable, whichever is later.

8. TRANSFER BY MORTGAGOR

8.1 Prohibition of Transfer Without Consent. Mortgagor shall not sell, lease, agree to sell or lease, assign, convey, subcontract, encumber or otherwise transfer any part or all of the Property or any interest in the Property or any interest of more than ten percent (10%) of any entity constituting Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the crops or other farm products growing on the Property made for operating financing that is made in compliance with the Loan Agreements;
- (b) Any lease of the Property, or portion thereof, including any wind leases or agreements involving the creation of a wind farm, with a term greater than one year;
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor sells Dairy Products produced at the Real Property, or otherwise alter the operations or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's proceeds of the sale of Dairy Products sums sufficient to satisfy the monthly payments due under the Note. A breach

of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Equipment and Improvements and other Personal Property included in the description of the Property.

9.2 Security Interest. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property and make it available to Mortgagee within three days after receipt of written demand from Mortgagee.

9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. The Mortgagor (Debtor) is the record owner of the Property.

Name and address of Mortgagee (Secured Party) from whom information may be obtained:

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Director

With a copy to:

Amended & Restated Mortgage
Oak Valley

Loan No. 199605, 197834, 198546, 197438, & 197439
97942128.3 0053564-00354

Metropolitan Life Insurance Company
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, California 93720
Attn.: Director

And a copy to:
Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mailing address of Mortgagor (Debtor):
Oak Valley Dairy, L.L.C.
Oak Valley Land Company, L.L.C.
468 S 800 West
Burley, ID 83318

9.4 Assignment of Leases.

9.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, the Income, and all of Mortgagor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof, and any agreement for the use or occupancy of all or any part of said Property or any adjoining property used for the benefit of the Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Mortgagor or in Mortgagor becoming entitled to the payment of money for the use of the Property or any other property or assets benefitting the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "**Leases**" and individually as a "**Lease**", and said tenants, invitees, and licensees are hereafter referred to collectively as "**Tenants**" and individually as "**Tenant**" as the context requires), which Leases cover all or portions of the Property or adjoining property used for the benefit of the Property; together with all of Mortgagor's right, title, and interest in and to all income, rents issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation, all base and minimum rents, percentage

rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all the Leases and the Income to Mortgagee, and not just to create a security interest.

9.4.2 Mortgagor hereby represents, warrants, and agrees as follows:

- (a) Mortgagor is the sole holder of the landlord's interest under the Leases, is entitled to receive the Income under the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred;
- (b) Mortgagor has made no pledge or assignment of the Leases or Income, other than to Mortgagee, and Mortgagor shall not, after the date hereof, make or permit any such pledge or assignment.

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so.

9.4.4 Although this Mortgage constitutes as absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases).

9.4.5 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the

performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

9.5 Assignment of Milk Proceeds. As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Mortgagor's Dairy Products in an amount and with priority sufficient to cover the monthly payments on the Notes as adjusted under the provisions of thereof, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts. Mortgagor shall deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products. Such assignments shall not be terminated or altered absent Mortgagee's prior written consent.

10. RELEASE ON FULL PERFORMANCE

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file. The reconveyance and filing fees shall be paid by Mortgagor.

11. DEFAULT

The following shall constitute events of default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.

- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Mortgagor; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."
- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Loan Agreements within 20 days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within 20 days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed 90 days. No notice of default and no opportunity to cure shall be required if during the prior 12 months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.
- (f) Any representation or warranty of Mortgagor contained herein or in the Loan Agreements proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default under any of the Notes or Loan Agreements.
- (h) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.

12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

- (a) Mortgagee may declare the entire Indebtedness immediately due and payable.
- (b) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Property by nonjudicial sale.
- (c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.
- (d) With respect to all or any part of the Property that constitutes personalty, may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real property and all or some of the personal property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.
- (e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

- (f) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (g) In the event Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.
- (h) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, the Loan Agreements, or any other instrument delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise, whether or not specified herein.

12.2 Rights of Receiver or Mortgagee-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and
- (d) Cancel or terminate any lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any lease or agreement subordinate to the lien of this

Mortgage and extend or modify any lease and make any new leases on any portion of the Property.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Mortgagor on demand.

12.3 Sale of the Property. In exercising its rights and remedies, Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the property.

12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 30 days prior to the time of the sale or disposition.

12.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any

right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. MISCELLANEOUS

13.1 Time of Essence. Time is of the essence of this Mortgage.

13.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

13.4 Expenditure by Mortgagee. If Mortgagor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Mortgagor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate (as specified in the Notes), but not in any event at a rate higher than the maximum rate permitted at law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.

13.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

13.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Mortgagor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

13.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

13.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

13.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected thereby.

13.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

13.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Mortgagee on default.

13.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.

13.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Notes of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

13.14 Exhibits. The following exhibits are attached hereto and made a part hereof as fully as if set forth herein:

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

13.15 Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which together shall constitute on and the same instrument.

13.16. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

13.17. Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

13.18. Amendment & Restatement. This Mortgage supersedes, restates, amends and replaces in full, (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 22, 2015 and recorded on October 23, 2015 in the Official Records of Cassia County, State of Idaho as Document No. 2015-004686, as amended by that certain First Amendment thereto dated as of September 26, 2016 and recorded on September 27, 2016 in the Official Records of Cassia County, State of Idaho as Document No. 2016-004089, and (ii) that certain Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of April 30, 2015 and recorded on May 1, 2015 in the Official Records of Cassia County, State of Idaho as Document No. 2015-001940.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

OAK VALLEY DAIRY, L.L.C.,
an Idaho limited liability company

By: 
Name: Michael D. Aardema
Its: Sole Member

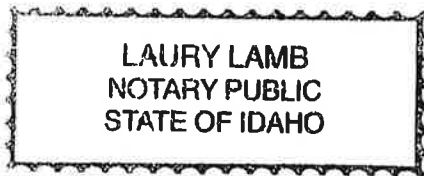
OAK VALLEY LAND COMPANY, L.L.C.,
an Idaho limited liability company

By: 
Name: Michael D. Aardema
Its: Sole Member

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

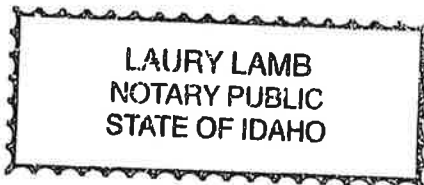
On August 15, 2018, before me, Notary Name, a Notary Public, personally appeared MICHAEL D. AARDEMA, known or identified to me, to be the sole member of OAK VALLEY DAIRY, L.L.C., the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Laurie Lamb
Notary Public for Idaho
Printed Name: Laurie Lamb
Commission Expires: 4/2/2022

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

On August 15, 2018, before me, Notary Name, a Notary Public, personally appeared MICHAEL D. AARDEMA, known or identified to me, to be the sole member of OAK VALLEY LAND COMPANY, L.L.C., the Idaho 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.



Laurie Lamb
Notary Public for Idaho
Printed Name: Laurie Lamb
Commission Expires: 4/2/2022

**EXHIBIT A
TO
MORTGAGE**

Legal Description

The following real property situated in Cassia County, Idaho:

TRACT NO. 1

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: All, **EXCEPT** the following described parcel:

Beginning at the North section corner of said Section 19, said corner marked by a 5/8 inch rebar; thence South 89°45'45" West along the North line of Section 19 for a distance of 235.52 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence South 57°18'10" West for a distance of 246.13 feet to a 1/2 inch rebar;
Thence South 03°09'35" West for a distance of 62.62 feet to a 1/2 inch rebar;
Thence South 63°05'13" West for a distance of 75.18 feet to a 1/2 inch rebar;
Thence North 75°54'21" West for a distance of 500.89 feet to a 1/2 inch rebar;
Thence North 00°35'32" West for a distance of 104.37 feet to a 1/2 inch rebar on the North line of Section 19;
Thence North 89°45'45" East along the North line of Section 19 for a distance of 764.51 feet to the Point of Beginning.

Section 20: SW 1/4

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: ALL, **EXCEPT** the NE 1/4 NE 1/4, ALSO **EXCEPT** the following described tracts:

Tract No. 1:

Beginning at the West Quarter Corner of said Section 13;
Thence North 0°16'00" West for 190 feet to a point;
Thence East for 545 feet to a point;
Thence South 62°00' East for 503 feet to a point;
Thence South 61°30' West for 639.6 feet to a point;
Thence West for 427 feet more or less to a point on the West section line of said Section 13;
Thence North 0°16'00" West for 355 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of said Section 13, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°58'45" East along the North line of Section 13 for a distance of 1531.21 feet;
Thence South 89°05'08" West for a distance of 1531.33 feet to the West line of Section 13;
Thence North 00°10'19" West along the West line of Section 13 for a distance of 25.00 feet to the Point of Beginning.

Tract No. 3:

Beginning at the North Quarter Corner of Section 13 said corner marked by a 5/8 inch rebar with a 3 inch cap which shall be the Point of Beginning;
Thence South 89°59'51" East along the north line of Section 13 for a distance of 18.62 feet to a 1/2 inch rebar;
Thence South 00°00'17" West for a distance of 173.52 feet to a 1/2 inch rebar;
Thence North 89°59'43" West for a distance of 251.05 feet to a 1/2 inch rebar;
Thence North 00°00'17" East for a distance of 173.52 feet to a 1/2 inch rebar on the North line of Section 13;
Thence South 89°59'43" East along said line for a distance of 232.43 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: ALL, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the NE¼SE¼ of said Section 14; Thence South 0°16'00" East along section line for 692.66 feet to a point which shall be the True Point of Beginning;
Thence South 0°16'00" East along section line for 357.34 feet to a point;
Thence Westerly parallel with the North line of said NE¼SE¼ for 400.00 feet to a point;
Thence North 0°16'00" West for 357.34 feet to a point;
Thence Easterly parallel with the North line of said NE¼SE¼ for 400.00 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of Section 14 marked by a 5/8 inch rebar with an aluminum cap;
Thence along the east side of Section 14, South 00°13'45" East for a distance of 1016.76 feet to a 5/8 inch rebar;
Thence South 89°46'15" West for a distance of 132.35 feet to a 5/8 inch rebar marking the beginning of a curve concave to the southwest having a radius of 1274.32 feet and a central angle of 52°10'48" and being subtended by a chord which bears North 37°26'58" West for a distance of 1120.85 feet;
Thence northerly and northwesterly along said curve, an arc distance of 1160.54 feet to a

5/8 inch rebar;
Thence North 00°14'32" East for a distance of 130.88 feet to the intersection with the north line of Section 14 marked by a 5/8 inch rebar;
Thence along the north line of Section 14 South 89°45'28" East for a distance of 809.28 feet to the Point of Beginning.

Section 15: E½

Section 23: E½

Section 24: W½, W½E½, NE¼NE¼

Section 24: Part of the E½SE¼ described as follows:

Beginning at the Southwest corner of the E½SE¼;
Thence running East along the South boundary of said E½SE¼ 660 feet;
Thence running Northwesterly to the Southwest corner of the SE¼NE¼;
Thence running South along the West boundary of said E½SE¼ to the Southwest corner of said E½SE¼ to the Point of Beginning.

PARCEL NO. 2A:

An easement for a buried PVC irrigation pipeline for the benefit of Section 24, Township 11 South, Range 21 East of the Boise Meridian as created by Agreement and Grant of Easement For An Irrigation pipeline by and between Glen E Larson and Carol Larson, husband and wife, Grantor, and Glen R. Kunau and Dona Kunau, husband and wife, Water User, dated March 27, 1996 and recorded April 12, 1996 as Instrument no. 242187 on Film No. 275, records of Cassia County, Idaho, across the following described parcel:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SW¼, described as follows:

Beginning at a point on section line 1532.64 feet North 0°14' West from the Southwest corner of said Section 18, which shall be the True Point of Beginning;
Thence North 0°14' West along section line for 1121.88 feet to a point;
Thence North 89°46' East for 2704.02 feet to a point;
Thence South 45°18' West for 1603.37 feet to a point;
Thence South 89°45' West for 1560.91 feet to the True Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: S½

Section 20: E½, NW¼

Section 18: SE¼

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: W½

Section 22: E½, **EXCEPTING THEREFROM**, the following described tract:

Commencing at the Northwest corner of said E½;
Thence East 100 feet along the North boundary line to a point;
Thence Southwesterly 141.2 feet, more or less, to a point which is 100 feet South from
the Northwest corner;
Thence North along the West boundary line 100 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: W½ and a parcel in the Northwest corner of the E½ of said Section 22, described as
follows:

Commencing at the Northwest corner of said E½;
Thence East 100 feet along the North boundary line to a point;
Thence Southwesterly 141.2 feet, more or less, to a point which is 100 feet South from
the Northwest corner;
Thence North along the West boundary line 100 feet to the Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: Part of the SW¼NW¼ and part of NW¼SW¼, more particularly described as follows:

Beginning at the West quarter corner of said Section 13;
Thence North 0°16'00" West for 190 feet to a point;
Thence East for 545 feet to a point;
Thence South 62°00' East for 503 feet to a point;
Thence South 61°30' West for 639.6 feet to a point;
Thence West for 427 feet more or less to a point on the West section line of said Section
13;
Thence North 0°16'00" West for 355 feet to the Point of Beginning.

Amended & Restated Mortgage
Oak Valley

Loan No. 199605, 197834, 198546, 197438, & 197439
97942128.3 0053564-00354

Exhibit A - 4

PARCEL NO. 7:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: Part of the NE¼SE¼, more particularly as follows:

Beginning at the Northeast corner of the NE¼SE¼ of said Section 14; thence South
0°16'00" East along section line for 692.66 feet to a point which shall be the True
Point of Beginning;
Thence South 0°16'00" East along section line for 357.34 feet to a point;
Thence Westerly parallel with the North line of said NE¼SE¼ for 400.00 feet to a point;
Thence North 0°16'00" West for 357.34 feet to a point;
Thence Easterly parallel with the North line of said NE¼SE¼ for 400.00 feet to the True
Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: Part of the N½, more particularly described as follows:

Beginning at the North quarter section corner of said Section 19, said corner marked by a
5/8 inch rebar; then South 89°45'45" West along the North line of Section 19 for
a distance of 235.52 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 57°18'10" West for a distance of 246.13 feet to a ½ inch rebar;
Thence South 03°09'35" West for a distance of 62.62 feet to a ½ inch rebar;
Thence South 63°05'13" West for a distance of 75.18 feet to a ½ inch rebar;
Thence North 75°54'21" West for a distance of 500.89 feet to a ½ inch rebar;
Thence North 00°35'32" West for a distance of 104.37 feet to a ½ inch rebar on the North
line of Section 19;
Thence North 89°45'45" East along the North line of Section 19 for a distance of 764.51
feet to the Point of Beginning.

PARCEL NO. 9:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: A parcel beginning at a point of section line 1560.91 feet North 89°45' East from the
Southwest corner of said Section 18, which shall be the True Point of Beginning;

Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°18' East for 1603.37 feet to a point;
Thence South 0°10' East for 2655.5 feet to a point on section line;
Thence South 89°45' West along section line for 1141.13 feet to the True Point of
Beginning.

LESS, the following described tract:

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

Beginning at the Southwest corner of said Section 18; Thence North 89°45' East for 1560.91 to the True Point of Beginning;
Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°13' East for 616.2 feet to a point;
Thence South 0°10' East for 1953 feet more or less to a point on the South Section line of said Section 18;
Thence South 89°45' West for 450 feet to the True Point of Beginning.

PARCEL NO. 10:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

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

Beginning at the Southwest corner of said Section 18, which shall be the True Point of Beginning;
Thence North 0°14' West along section line for 1532.64 feet to a point;
Thence North 89°54' East for 1560.91 feet to a point;
Thence South 0°14' East for 1532.64 feet to a point on section line;
Thence South 89°45' West along section line for 1560.91 feet to the True Point of Beginning.

PARCEL NO. 11:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of said Section 18; thence North 89°45' East for 1560.91 feet to the True Point of Beginning;
Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°13' East for 616.2 feet to a point;
Thence South 0°10' East for 1953 feet more or less, to a point on the South Section line of said Section 18;
Thence South 89°45' West for 450 feet, more or less to the True Point of Beginning.

**EXHIBIT B
TO
MORTGAGE**

Irrigation Equipment

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits.

Together with all main and hand lines, valve openers, end plugs, risers, stems, sprinkler birds, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipe, etc. pertaining to the above listed irrigation equipment.

Together with all milking equipment located in the dairy facilities, including, but not limited to, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Real Property described on Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any such property.

**EXHIBIT C
TO
MORTGAGE**

Water Rights

45-13924
45-13926
45-13928
45-13930
45-13932
45-13934
45-13936
45-13938
45-14167
45-14169
45-14306
45-14308
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45-14170
45-13941
45-13943
45-13944
45-13945
45-14307
45-14309
45-14311
45-13940
45-13942

Amended & Restated Mortgage
Oak Valley

Loan No. 199605, 197834, 198546, 197438, & 197439
97942128.3 0053564-00354

Exhibit C - 1



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

September 04, 2018

METROPOLITAN LIFE INSURANCE COMPANY
C/O METLIFE INVESTMENT ADVISORS
10801 MASTIN ST STE 930
OVERLAND PARK KS 66210-1677

RE: Notice of Security Interest for Water Right/Permit No(s): See Attached List

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Please note three of the water rights on Exhibit A of your mortgage are 'Parent' rights and are now represented by different water right numbers that are also listed on Exhibit A. Water right 45-13940 is now represented by water rights 45-14306 and 45-14307; water right 45-13942 is now represented by water rights 45-14308 and 43-14309; and water right 45-13944 is now represented by water rights 45-14310 and 45-14311. Because water rights 45-13940, 45-13942 and 45-13944 are no longer valid water rights, a \$75 refund of the filing fees has been requested and will be mailed to TitleOne in the next few days.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

A handwritten signature in cursive script, reading "Trish Fawcett".

Trish Fawcett
Technical Records Specialist I

Enclosure(s)

c: OAK VALLEY LAND CO LLC
TitleOne (18314172)

Basin	Sequence	Priority Date	Diversion Rate	Water Use List	Current Owner
45	13919	5/21/1962	0.400	IRRIGATION	OAK VALLEY LAND CO LLC
45	13921	9/11/1967	0.360	IRRIGATION	OAK VALLEY LAND CO LLC
45	13923	11/24/1981	0.490	IRRIGATION	OAK VALLEY LAND CO LLC
45	13924	12/16/1970	4.330	IRRIGATION	OAK VALLEY LAND CO LLC
45	13925	12/16/1970	0.290	IRRIGATION	OAK VALLEY LAND CO LLC
45	13926	9/30/1971	6.160	IRRIGATION	OAK VALLEY LAND CO LLC
45	13927	9/30/1971	0.410	IRRIGATION	OAK VALLEY LAND CO LLC
45	13928	6/11/1979	6.000	IRRIGATION	OAK VALLEY LAND CO LLC
45	13929	6/11/1979	0.400	IRRIGATION	OAK VALLEY LAND CO LLC
45	13930	6/30/1985	1.290	IRRIGATION	OAK VALLEY LAND CO LLC
45	13931	6/30/1985	0.080	IRRIGATION	OAK VALLEY LAND CO LLC
45	13932	9/29/1961	9.610	IRRIGATION	OAK VALLEY LAND CO LLC
45	13933	9/29/1961	0.650	IRRIGATION	OAK VALLEY LAND CO LLC
45	13934	6/30/1985	2.300	IRRIGATION	OAK VALLEY LAND CO LLC
45	13935	6/30/1985	0.150	IRRIGATION	OAK VALLEY LAND CO LLC
45	13936	9/11/1967	3.460	IRRIGATION	OAK VALLEY LAND CO LLC
45	13937	9/11/1967	0.230	IRRIGATION	OAK VALLEY LAND CO LLC
45	13938	9/6/1967	4.940	IRRIGATION	OAK VALLEY LAND CO LLC
45	13939	9/6/1967	0.330	IRRIGATION	OAK VALLEY LAND CO LLC
45	13941	5/21/1962	1.010	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC
45	13943	9/11/1967	0.920	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC
45	13945	11/24/1981	1.240	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC
45	14167	3/23/1957	0.750	IRRIGATION	OAK VALLEY LAND CO LLC
45	14168	3/23/1957	0.050	IRRIGATION	OAK VALLEY LAND CO LLC
45	14169	8/20/1959	0.900	IRRIGATION	OAK VALLEY LAND CO LLC
45	14170	8/20/1959	0.060	IRRIGATION	OAK VALLEY LAND CO LLC
45	14306	5/21/1962	4.160	IRRIGATION	OAK VALLEY LAND CO LLC
45	14307	5/21/1962	0.830	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC
45	14308	9/11/1967	3.760	IRRIGATION	OAK VALLEY LAND CO LLC
45	14309	9/11/1967	0.750	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC
45	14310	11/24/1981	5.070	IRRIGATION	OAK VALLEY LAND CO LLC
45	14311	11/24/1981	1.020	COMMERCIAL, STOCKWATER	OAK VALLEY LAND CO LLC

Fawcett, Trish

From: Fawcett, Trish
Sent: Tuesday, September 04, 2018 12:42 PM
To: Marston, Sascha
Subject: Refund

Hi Sascha,

Please issue a \$75 refund from receipt S036915. There were three duplicate water right numbers on the notice of security interest. Please reference the title company's file #18314172 and send the refund to:

TitleOne
PO Box 177
Burley ID 83318

Thanks so much Sascha. Please let me know if there are any questions.

Trish Fawcett
Technical Records Specialist
IDWR - Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301
Phone (208) 736-3033
trish.fawcett@idwr.idaho.gov



211 West 13th Street
Burley, ID 83318
Ph. (208) 878-3524
Fx. (866) 781-5520
www.titleonecorp.com

RECEIVED

AUG 20 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Trish Fawcett
ID Dept. of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

Date: 08/17/2018

Escrow No. 18314172

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Security Interest in a Water Right on Oak Valley Land Company, LLC.
2. A copy of the recorded Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing.
3. TitleOne Corporation's check no. 16322 made payable to Idaho Department of Water Resources in the amount of \$875.00.

Please make the necessary changes in the records and send a receipted copy to this office.

Should you have any questions, or if TitleOne Corporation may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR.nrg
Enc.
FedEx