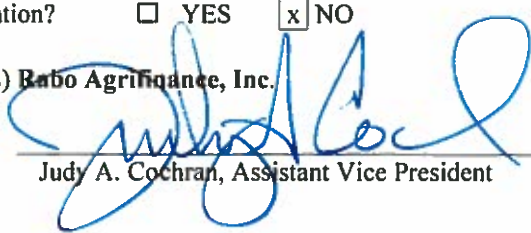


22106251
RECEIVED

JUL 16 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 45-11945
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right or adjudication claim.**
3. Name and Mailing Address of Person or Company holding Security Interest
RABO AGRIFINANCE, INC.
12443 OLIVE BLVD., SUITE 50
ST. LOUIS, MO 63141
4. Name of Water Right Owner/Claimant(s)
OAK VALLEY LAND COMPANY, L.L.C.
5. Expiration Date of Notification Period 06/01/2030
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Rabo Agrifinance, Inc.


 Judy A. Cochran, Assistant Vice President
For Office Use Only
 Received by DM
 Received by DM
 Processed by _____ AJ

 Date 7-16-2015
 Date 7-16-2015
 Date _____

 Fee \$25-
 Receipt No. 5034907
 WR _____ Date _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY

01:12:38 PM 06-01-2015

2015008697

NO. PAGES 22 FEE: \$73.00

KRISTINA GLASCOCK
COUNTY CLERK

DEPUTY: BH
Electronically Recorded by Simplifile

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

Space above this line for Recorder's Use

Oak Valley Land Company, L.L.C. RE Term 2015

Real Estate Term Loan: 10421900

Letter of Credit Facility: 10421900

Real Estate Term Loan 2: 22106251

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Cassia County, Idaho)

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

This mortgage is dated as of May 22, 2015. It is by OAK VALLEY LAND COMPANY, L.L.C., an Idaho limited liability company (a/k/a Oak Valley Land Company, L.L.C.) ("Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to ~~\$2,500,000~~ in loans to Grantor to Grantor, OAK VALLEY DAIRY, L.L.C., an Idaho limited liability company ("Oak Valley Dairy, L.L.C.") and OAK VALLEY TRUCKING, LLC, an Idaho limited liability company ("Oak Valley Trucking, LLC") (individually and collectively, "Borrower") under the terms and conditions of the Amended and Restated Credit Agreement between Borrower and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

Lender has also extended credit to Borrower under the terms of the Letter of Credit and Reimbursement Agreement dated December 6, 2012 in the original amount of ~~\$2,500,000~~, between Borrower, as Borrower, and Lender as Lender (the "Reimbursement Agreement").

Mortgagee has approved a second mortgage lien upon all or a portion of the Property (defined herein), subject to the terms and conditions of the First Amendment to Subordination and Intercreditor Agreement dated as of February 27, 2015, between OAK VALLEY HEIFERS, L.L.C., an Idaho limited liability company ("Subordinate Lender") and Lender (the "Subordination and Intercreditor Agreement").

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

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor Irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Cassia County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
01:12:38 PM 06-01-2015
2015008697
NO. PAGES 22 FEE: \$73.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
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AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
01:13:33 PM 06-01-2015
2015-002451
NO. PAGES: 22 FEE: \$73.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: HY
Electronically Recorded by Simplifile

Space above this line for Recorder's Use

Oak Valley Land Company, L.L.C. RE Term 2015

Real Estate Term Loan: 10421900
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1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Amended and Restated Real Estate Term Loan Note from Borrower to Lender of even date herewith in the amount of ~~10,000,000~~ (ii) the Real Estate Term Loan 2 Note dated as of the date of this mortgage, from Borrower to Lender in the original principal amount of ~~13,500,000~~ (iii) the obligations evidenced under the Reimbursement Agreement in the original amount of ~~8,200,000~~ (iv) the Real Estate Term Loan Note, the Real Estate Term Loan 2 Note and the Reimbursement Agreement, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"; (iv) all Hedging Obligations; and (v) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) (collectively, the "Cross Collateral Obligations"; and those instruments and agreements, the "Cross Collateral Obligation Documents"; (c) all obligations of Grantor under this mortgage; (d) all obligations of Borrower to

Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this mortgage; and (e) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

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

3. **Note Maturity Date.** The latest date on which any Note matures is June 1, 2030.

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

5. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally

the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

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

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

9. **Maintenance and Preservation of Property.** Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the

Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

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

11. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

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

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

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

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

16. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 19, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

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

18. **Events of Default.** The following each shall be an event of default under this mortgage (an "**Event of Default**"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified

herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. **Remedies.** At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

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

or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

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

22. **Notices.** All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

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

24. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

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

26. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage.

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

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

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

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

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

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

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

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

35. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

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

37. **Miscellaneous.** This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

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

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

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

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

GRANTOR

Address for notices:

468 South 800 West
Burley, Idaho 83318
Attention: Oak Valley Land Company

OAK VALLEY LAND, L.L.C., an Idaho limited liability company (a/k/a Oak Valley Land Company, L.L.C.)

By:


MIKE DAVID AARDEMA
Managing Member

STATE OF IDAHO

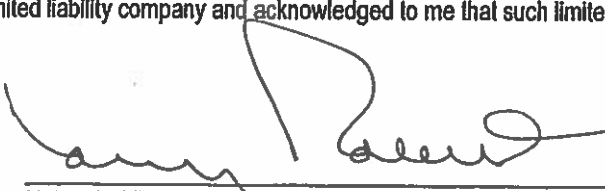
COUNTY OF

Cassia

) SS

On this 29th day of May, in the year of 2015, before me, Larry Roberts, a Notary Public, personally appeared MIKE DAVID AARDEMA, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of OAK VALLEY LAND, L.L.C., an Idaho limited liability company (a/k/a Oak Valley Land Company, L.L.C.), the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)


Notary Public

Printed Name:

Larry Roberts

My Commission Expires:

6-30-15

Larry Roberts
Notary Public
State of Idaho

JOINDER AND SUBORDINATION

The undersigned will benefit from the making of the Loan by Lender under the terms and conditions of the Credit Agreement (defined in the foregoing Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"). Each capitalized term used in this joinder and subordination which is defined in the Mortgage or the Credit Agreement and not defined in this joinder and subordination will have the meaning specified in the Mortgage or Credit Agreement, respectively. This joinder and subordination will be interpreted in accordance with the Drafting Conventions.

In consideration of Lender's entering into the Credit Agreement, the undersigned hereby consent to and join in the Mortgage, for the purpose of subordinating AND DO HEREBY SUBORDINATE, IN FAVOR OF MORTGAGEE, ANY AND ALL RIGHTS, TITLE AND INTEREST WHICH THE UNDERSIGNED NOW HAS OR HEREAFTER MAY HAVE IN THE PROPERTY TO THE LIEN AND SECURITY INTERESTS CREATED IN FAVOR OF MORTGAGEE UNDER THE MORTGAGE, AS THOUGH ANY SUCH RIGHTS, TITLE AND INTEREST, IF ANY, HAD BEEN ACQUIRED SUBSEQUENT TO THE FILING OF THE MORTGAGE IN THE OFFICIAL REAL ESTATE RECORDS OF THE COUNTY OR COUNTIES WHERE THE LAND IS LOCATED. This joinder and subordination is not intended to infer that the undersigned actually holds any such rights, title or interest.

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

Address for notices:

468 South 800 West
Burley, Idaho 83318
Attention: Mike Aardema

By: 
MICHAEL D. AARDEMA
Managing Member

OAK VALLEY TRUCKING, LLC, an Idaho limited liability
Company

Address for notices:

468 South 800 West
Burley, Idaho 83318
Attention: Mike Aardema

By: 
MICHAEL D. AARDEMA
Managing Member

Address for notices:

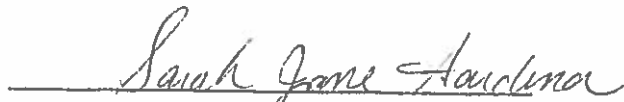
468 South 800 West
Burley, Idaho 83318
Attention: Mike Aardema

A handwritten signature in dark ink, appearing to read "Michael D. Aardema", written over a horizontal line.

MICHAEL D. AARDEMA

Address for notices:

468 South 800 West
Burley, Idaho 83318
Attention: Mike Aardema

A handwritten signature in dark ink, appearing to read "Sarah Jane Aardema", written over a horizontal line.

SARAH JANE AARDEMA

Oak Valley Term Loan
And Letter of Credit Facility
Mortgage, Assignment of Rents and Security Agreement

STATE OF IDAHO

COUNTY OF

Twin Falls

} SS

On this 21st day of May, in the year of 2015, before me, the undersigned a Notary Public, personally appeared MIKE DAVID AARDEMA, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of OAK VALLEY DAIRY, L.L.C., an Idaho limited liability company (a/k/a Oak Valley Land Company, L.L.C.), the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)

Larry Roberts
Notary Public
State of Idaho

[Signature]
Notary Public

Printed Name:

Larry Roberts

My Commission Expires:

6-30-2015

STATE OF IDAHO

COUNTY OF

Twin Falls

} SS

On this 21st day of May, in the year of 2015, before me, the undersigned a Notary Public, personally appeared MIKE DAVID AARDEMA, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of OAK VALLEY TRUCKING, L.L.C., an Idaho limited liability company (a/k/a Oak Valley Land Company, L.L.C.), the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)

Larry Roberts
Notary Public
State of Idaho

[Signature]
Notary Public

Printed Name:

Larry Roberts

My Commission Expires:

6-30-2015

Oak Valley Term Loan

And Letter of Credit Facility

Mortgage, Assignment of Rents and Security Agreement

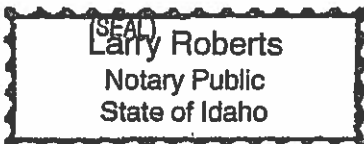
STATE OF IDAHO

COUNTY OF

Twin Falls

} SS

On this 21st day of May, in the year of 2015, before me, the undersigned, a Notary Public, personally appeared MIKE DAVID AARDEMA, and SARAH JANE AARDEMA, and acknowledged to me that they executed the foregoing instrument.



A handwritten signature in cursive script, appearing to read "Larry Roberts", written over a horizontal line.

Notary Public

Printed Name:

Larry Roberts

My Commission Expires:

6-30-2015

Oak Valley Term Loan
And Letter of Credit Facility
Mortgage, Assignment of Rents and Security Agreement

EXHIBIT "A"

ORDER NUMBER:14242266

CASSIA COUNTY, IDAHO

PARCEL NO. 1:

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

Section 36: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that portion thereof lying within Twin Falls County, Idaho and ALSO EXCEPT railroad right-of-way.

Section 36: That part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the railroad right-of-way, and S $\frac{1}{2}$ NE $\frac{1}{4}$,SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$.

EXCEPT That part of the SE $\frac{1}{4}$ lying South of main canal of Milner Low Lift Irrigation District.

ALSO EXCEPT any portion thereof lying within Twin Falls County, Idaho, ALSO EXCEPT that portion deeded to the Burley Highway District for road purposes, and ALSO EXCEPT railroad right-of-way.

PARCEL NO. 2:

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

Section 36: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 36, said corner marked by a 5/8 inch rebar; Thence North 89°56'40" East along the North line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 610.26 feet to the West line of Cassia County which shall be the Point of Beginning;

Thence North 89°56'40" East along the North line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 1966.53 to a 1/2 inch rebar;

Thence North 89°56'40" East continuing along said line for a distance of 35.81 feet to the centerline of the Milner Low Lift Main Canal;

Thence along said centerline for the following courses and distances:

Thence South 68°39'40" West for a distance of 368.98 feet;

Thence South 62°02'31" West for a distance of 66.26 feet;

Thence South 48°15'34" West for a distance of 74.26 feet;

Thence South 34°21'13" West for a distance of 181.44 feet;

Thence South 39°45'02" West for a distance of 94.38 feet;

Thence South 49°17'04" West for a distance of 89.65 feet;

Thence South 60°53'26" West for a distance of 91.70 feet;

Thence South 66°07'41" West for a distance of 248.53 feet;

Thence South 72°07'21" West for a distance of 124.63 feet;

Thence South 82°14'06" West for a distance of 162.72 feet;

Thence South 88°17'14" West for a distance of 193.63 feet;

Thence North 89°11'23" West for a distance of 533.53 feet to the West line of Cassia County;

Thence North 00°01'02" East along said line for a distance of 697.33 feet to the Point of Beginning.

-Continued-

CONTINUATION
EXHIBIT A

ORDER NUMBER: 14242266

CASSIA COUNTY, IDAHO

PARCEL NO. 3

TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Part of Lot 1 and part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ and all of Lot 2, more particularly described as follows:

Beginning at the W $\frac{1}{4}$ section corner, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence North 00°02'31" West along the West section line for a distance of 1320.44 feet to the Northwest corner of Lot 2;

Thence North 00°02'31" West along the West section line for a distance of 385.16 feet to a 1/2 inch rebar on the South railroad right of way;

Thence North 85°33'00" East along said right of way for a distance of 1388.76 feet to a 1/2 inch rebar on the East line of Lot 1;

Thence South 00°13'30" East along said line for a distance of 487.76 feet to the Northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ marked by a 5/8 inch rebar;

Thence South 55°14'28" East for a distance of 448.11 feet to a 1/2 inch rebar;

Thence South 36°44'05" East for a distance of 353.34 feet to a 1/2 inch rebar;

Thence South 01°57'52" East for a distance of 450.64 feet to a 1/2 inch rebar;

Thence South 07°48'13" East for a distance of 854.41 feet to a 1/2 inch rebar;

Thence South 07°48'13" East for a distance of 17.20 feet to the centerline of the Milner Low Lift Main Canal;

Thence along said centerline for the following courses and distances:

Thence South 64°32'32" West for a distance of 42.10 feet;

Thence South 75°06'22" West for a distance of 99.70 feet;

Thence North 89°56'49" West for a distance of 122.47 feet;

Thence North 79°44'16" West for a distance of 185.18 feet;

Thence North 50°53'15" West for a distance of 69.42 feet;

Thence North 15°30'30" West for a distance of 190.98 feet;

Thence North 32°25'54" West for a distance of 36.60 feet;

Thence North 58°59'51" West for a distance of 52.82 feet;

Thence North 76°47'59" West for a distance of 743.64 feet;

Thence North 81°04'14" West for a distance of 124.26 feet;

Thence South 88°31'28" West for a distance of 151.77 feet;

Thence South 73°46'44" West for a distance of 106.59 feet;

Thence South 68°17'08" West for a distance of 246.87 feet;

Thence South 51°13'26" West for a distance of 72.54 feet;

Thence South 28°22'53" West for a distance of 81.45 feet;

Thence South 02°32'51" West for a distance of 80.54 feet;

Thence South 15°06'59" East for a distance of 198.61 feet;

Thence South 06°12'36" West for a distance of 82.56 feet;

Thence South 25°37'32" West for a distance of 101.29 feet;

Thence South 48°55'19" West for a distance of 78.34 feet to the West section line;

Thence North 00°02'31" West along said line for a distance of 800.87 feet to the Point of Beginning.

EXCEPTING THEREFROM those portions deeded to the Burley Highway District.

-Continued-

CONTINUATION
EXHIBIT A

ORDER NUMBER:14242266

TWIN FALLS COUNTY, IDAHO

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: Part of the N $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the East quarter section corner of Section 35, said corner marked by a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 00°01'02" West along the east section line for a distance of 1319.01 feet to the Southeast corner of the N $\frac{1}{2}$ SE $\frac{1}{4}$ marked by a $\frac{1}{2}$ inch rebar;
Thence South 89°54'21" West along the south line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 2629.74 feet to the southwest corner of the N $\frac{1}{2}$ SE $\frac{1}{4}$ marked by a $\frac{1}{2}$ inch rebar;
Thence North 00°43'34" West along the west line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 365.08 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°43'34" West continuing along said line for a distance of 85.27 feet to the center line of the Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 65°09'07" East for a distance of 1274.42 feet;
Thence North 55°38'14" East for a distance of 201.70 feet;
Thence North 48°32'08" East for a distance of 284.90 feet;
Thence North 59°58'27" East for a distance of 62.42 feet to the north line of the N $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence North 89°47'38" East along said line for a distance of 106.70 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°47'38" East continuing along said line for a distance of 938.66 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the northerly side.
ALSO SUBJECT TO Twin Falls Highway District right of way.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ more particularly described as follows:

Beginning at the Northwest corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 36, said corner marked by a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence North 89°56'40" East along the north line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 610.26 feet to the East line of Twin Falls County;
Thence South 00°01'02" West along said line for a distance of 697.33 feet to the centerline of the Milner Low Lift Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 86°16'42" West for a distance of 138.19 feet;
Thence North 75°37'11" West for a distance of 167.18 feet;
Thence North 71°41'27" West for a distance of 184.08 feet;
Thence North 79°59'51" West for a distance of 66.85 feet;
Thence South 77°40'29" West for a distance of 71.44 feet to a $\frac{1}{2}$ inch rebar on the west line of the S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence North 00°01'02" East along said line for a distance of 592.06 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the southerly side.
AND SUBJECT TO Twin Falls Highway District right of way.

-Continued-

CONTINUATION
EXHIBIT A

ORDER NUMBER: 14242266

TWIN FALLS COUNTY, IDAHO

PARCEL NO. 6:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

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

Beginning at the East quarter section corner of Section 35, said corner marked by a $\frac{3}{8}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°47'38" West along the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 938.66 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°47'38" West continuing along said line for a distance of 106.70 feet to the centerline of the Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 59°58'27" East for a distance of 714.97 feet;
Thence North 74°06'06" East for a distance of 180.75 feet;
Thence North 71°00'16" East for a distance of 267.20 feet to the east line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 00°01'02" West along said line for a distance of 94.43 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°01'02" West continuing along said line for a distance of 396.06 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the Northerly side
AND SUBJECT TO any other easements or right of way of record or use.

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: The S $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and East of the main canal of Twin Falls Canal Company.

SUBJECT TO Twin Falls County highway right of way

EXCEPT:

Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 10 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the South quarter section corner of Section 35, said corner marked by a $\frac{3}{8}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°55'00" West along section line for 388.78 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°07'43" West for 289.93 feet to a $\frac{1}{2}$ inch rebar;
Thence South 88°20'24" East for 653.74 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°07'43" East for 268.04 feet to a $\frac{1}{2}$ inch rebar on section line;
Thence South 89°55'00" West along section line for 264.64 feet to the POINT OF BEGINNING.

SUBJECT TO an existing county road right of way.

-Continued-

CONTINUATION
EXHIBIT A

ORDER NUMBER: 14242266
TWIN FALLS COUNTY, IDAHO

PARCEL NO. 8:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that portion thereof lying within Cassia County, Idaho.

PARCEL NO. 9:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter section corner of said Section, said corner marked by a 5/8 inch rebar; Thence South 89°53'31" West (South 89°55'00" West rec.) along the South section line for a distance of 116.45 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;

Thence South 89°53'31" West (South 89°55'00" West rec.) continuing along said line for a distance of 272.33 feet to a 1/2 inch rebar;

Thence North 00°08'58" West (North 00°07'43" East rec.) for a distance of 289.93 feet;

Thence South 88°11'21" East (South 88°20'24" East rec.) for a distance of 274.20 feet to a 1/2 inch rebar;

Thence South 00°12'01" West for a distance of 280.75 feet to the POINT OF BEGINNING.

SUBJECT TO Highway District right of way.

PARCEL NO. 10:

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

Section 18: N $\frac{1}{2}$, EXCEPTING THEREFROM the following described tract:

Beginning at the Northeast corner of Section 18, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence South 00°06'47" East along the East line of Section 18 for a distance of 25.00 feet;

Thence South 89°54'53" West for a distance of 2662.21 feet;

Thence South 89°12'54" West for a distance of 2705.98 feet to the West line of Section 18;

Thence North 00°27'49" East along the West line of Section 18 for a distance of 50.00 feet;

Thence North 89°12'54" East for a distance of 1234.96 feet to the North line of Section 18;

Thence South 89°59'21" East along the North line of Section 18 for a distance of 1470.40 feet to a 5/8 inch rebar at the North quarter section corner of Section 18;

Thence South 89°59'13" East along the North line of Section 18 for a distance of 2662.24 feet to the Point of Beginning.

-Continued-

CONTINUATION
EXHIBIT A

ORDER NUMBER: 14242266
TWIN FALLS COUNTY, IDAHO

PARCEL NO. 11:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

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

Beginning at a point on section line 1532.25 feet North 00°13'59" West (1532.64 feet North 0°14' West, rec.) from the Southwest corner of said Section 18, which shall be the True Point of Beginning;
Thence North 00°13'59" West (North 0°14' West, rec.) along section line for 1035.72 feet (1121.88 feet, rec.) to a point;
Thence North 00°07'48" West for a distance of 85.87 feet to the West ¼ corner of Section 18;
Thence North 89°41'13" East (North 89°46' East, rec.) for 2702.40 feet (2704.02 feet, rec.) to a point;
Thence South 45°13'10" West (South 45°18' West, rec.) for 1602.21 feet (1603.37 feet, rec.) to a point;
Thence South 89°42'54" West (South 89°45' West, rec.) for 1560.71 feet (1560.91 feet, rec.) to the True Point of Beginning.

PARCEL NO. 12:

A perpetual easement by and between Oak Valley Land Company, L.L.C., an Idaho limited liability company, Grantor, and Oak Valley Helpers, LLC, an Idaho limited liability company, Grantee, dated December 5, 2012 and recorded December 6, 2012 as Instrument No. 2012-005579, records of Cassia County, Idaho, for location, use, access, management, maintenance and repair of pond and existing well/water line for the benefit of Parcel Nos. 10 and 11, more particularly described as follows:

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

Section 18: Part of the SE¼, more particularly described as follows:

Beginning at the West ¼ corner of Section 18;
Thence North 89°46' East for 2640.00 feet to a point, which shall be the True Point of Beginning;
Thence South 00°06'47" East for 200.00 feet to a point;
Thence North 89°46' East for 575.00 feet to a point;
Thence North 00°06'47" West for 200.00 feet to a point;
Thence South 89°46' West for 575.00 feet to the True Point of Beginning.

Well/Water Line: A 20.0 foot wide easement, extending 10.0 feet on either side of the following described centerline:

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

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

Beginning at the Southwest corner of Section 18;
Thence North 89°46' East for 2150.00 feet along the South section line of said Section 18 to a point, which shall be the True Point of Beginning;
Thence North 00°28' West for 190.00 feet to a point;
Thence North 45°00' West for 225.00 feet to a point;
Thence North 00°14' West for 800.00 feet to a point;
Thence North 45°00' West for 608.10 feet to a point;
Thence North 00°28' West for 1121.88 feet to a point lying on the Southern boundary of the N¼ of Section 18.

EXHIBIT "B"

Water Rights, Irrigation and Pivots

Permit	Water Right	Owner of Record	Beneficial Use	Priority Date	Source	Use	Diversion	Combined Diversion	Area of Use	Combined Acreage	Confirmed
45-14005		Oak Valley Land Co, LLC	Decreed	4/1/1978	Ground Water	Irrigation	0.33	3.17	27.2	285.1	Yes
45-13984		Oak Valley Land Co, LLC	Decreed	8/11/1967	Ground Water	Irrigation	3.17		237.0		Yes
45-13985		Oak Valley Land Co, LLC	Decreed	8/11/1967	Ground Water	Comm/Stock	1.03				Yes
45-14006		Oak Valley Land Co, LLC	Decreed	4/1/1978	Ground Water	Comm/Stock	0.1				Yes
TOTAL								3.57		285.1	

Irrigation Equipment:

- 1 - Eight tower Gifford Pivot.
 - 1 - Eight tower Reinke Pivot.
 - 1 - Layne & Bowler deep well turbine pump with 350hp U.S. Motor. 1775rpm.
 - 1 - Cornell centrifugal booster pump with 75hp Marathon Motor. 1775rpm.
 - 1 - Cornell centrifugal booster pump with 40hp Baldor Motor. 1760rpm.
 - 1 - floating pump with 25hp motor.
- d.) Approximately 11,000 feet of buried pvc mainline. (Included in real estate value).

All water rights represented by Permit or License Nos. 45-13985 and 45-14006 Issued by the Idaho Department of Water Resources.

Two Zimatic Irrigation Pivot Systems

Deep well with 350 horsepower pump and a 75 horsepower booster

Buried Irrigation Lines, and

An Electrical System

570.34 assessed acres in Milner Irrigation District.

Water right #445-11945 for .04 CFS for Domestic purposes.

The subject's irrigation equipment is listed below.

- 2 - 8 Tower Valley Pivots.
- 1 - 9 Tower Valley Pivot
- 1 - 6 Tower Valley Pivot
- Approximately 7 - 1/4 Mile Wheel Lines
- Approximately 14 - 1/4 Mile Hand Lines
- 2 - Cornell centrifugal pumps with 60hp Baldor Motors
- 2 - Cornell centrifugal pumps with 40hp Baldor Motors
- 3 - Cornell centrifugal pumps with 50hp Baldor Motors;
- Several thousand feet of buried pvc mainline.

PURCHASE AND SALE AGREEMENT UNDER FIRST RIGHT OF REFUSAL

THIS PURCHASE AND SALE AGREEMENT UNDER FIRST RIGHT OF REFUSAL (the "Agreement") is made and entered into this 12 day of May, 2015, by and between Mark E. Davis, dealing with his sole and separate property, Mathew L. Davis, dealing with his sole and separate property, Julie Rydeen, dealing with her sole and separate property, and Jonathon W. Davis, dealing with his sole and separate property, (collectively "Sellers"), and Oak Valley Dairy, LLC, an Idaho limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Sellers own certain real property with improvements located in the counties of Cassia and Twin Falls, state of Idaho, consisting of 604.4 acres more or less, and more particularly described at Exhibit "A" attached hereto and incorporated herein (the "Real Property"); and

WHEREAS, Sellers own, appurtenant to the Real Property, water rights, including but not limited to 570.34 assessed acres of Milner Irrigation District and Water Right No. 45-11945 for 0.04 cfs for domestic use (the "Water Rights"); and

WHEREAS, Sellers own irrigation and miscellaneous equipment, located on the Real Property, more particularly described at Exhibit "B" attached hereto and incorporated herein (the "Equipment"); and

WHEREAS, Buyer has leased from Sellers' predecessor-in-interest, Davis Family Idaho, LLC, a Minnesota limited liability company, and is presently and has been since February 15, 2008 in possession of, the Real Property, Water Rights and Equipment (collectively, the "Subject Property") pursuant to a certain lease agreement (the "Farm Lease"); and

WHEREAS, pursuant to the Farm Lease Buyer has a first right of refusal to purchase from Sellers' predecessor-in-interest, Davis Family Idaho, LLC, the Subject Property; and

WHEREAS, an offer to sell the Subject Property has been received, and Buyer has elected to exercise the first right of refusal; and

WHEREAS, the purpose of this Agreement is to set forth the terms and agreements of the sale of the Subject Property by Sellers to Buyer under the first right of refusal.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Sellers and Buyer, for themselves, their heirs, successors and assigns, do hereby agree as follows.

1. Subject Property. Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Subject Property.

2. Price and Terms for Subject Property. Buyer shall pay to Sellers, and Sellers agree to accept as the purchase price for the Subject Property, ~~the purchase price of \$100,000.00~~ (the "Purchase Price"). The Purchase Price shall be paid at the closing in cash, or certified funds, or by federally insured wire transfer.

3. Allocation of Purchase Price. Sellers and Buyer hereby agree that the Purchase Price for the Subject Property shall be allocated as follows:

- Real Property (land and water rights): ~~the purchase price of \$100,000.00~~; and
- Equipment: ~~the purchase price of \$100,000.00~~.

4. Title Insurance. Sellers agree to make a title search of the Real Property and to secure, or cause to be secured, a title insurance policy from TitleOne, 237 North Lincoln, Jerome, Idaho 83338 (the "Title Company") on the Real Property, at Sellers' expense, in the amount of the Purchase Price allocated to the Real Property as provided in Section 3, above. Buyer shall have ten (10) calendar days after receipt of said preliminary title report in which to advise Sellers, in writing, of material defects in said title, as shown by said preliminary title report or reports. The term "material defects" means any defect that would substantially affect the marketability of the Real Property. If Sellers are unable to remedy, or fail to remedy, such material defects after reasonable effort, Buyer, at Buyer's option, may either accept the title as then existing or may terminate this Agreement.

5. Purchase of the Subject Property "AS IS" "WHERE IS" and "WITH ALL FAULTS". Sellers are selling and Buyer is purchasing the Subject Property on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" bases, without representations, warranties and covenants, express or implied, of any kind or nature, save and except, Sellers will convey and transfer to Buyer good and marketable title to the Subject Property. Buyer expressly acknowledges and agrees: (i) Buyer has possessed, occupied and used the Subject Property since February 15, 2008, under the Farm Lease; (ii) Buyer is relying solely upon Buyer's inspections and knowledge as to the condition of the Subject Property; (iii) Sellers have not made, and are not making, any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Subject Property including, without limitation, the existence of hazardous waste, and the suitability of the Subject Property for Buyer's intended use; and (iv) except as expressly set forth in this Agreement, Sellers expressly disclaim any and all representations and warranties, express and implied, of any kind and nature concerning the Subject Property, including, without limitation, the condition, merchantability and fitness for a particular purpose of the Equipment.

6. Documents at Closing and Conveyance. At closing, Sellers shall execute and deliver to Buyer:

- (a) Warranty Deed(s) conveying good and marketable title to the Real Property, subject only to existing easements and rights of way of record and such other matters disclosed in the commitment for title insurance to which Buyer made no objection, except and excluding deeds of trust, mortgages or other liens securing indebtedness of Sellers, including

Sellers' predecessor-in-interest, Davis Family Idaho, LLC, against the Real Property; and

- (b) Bill of Sale transferring marketable title to the Equipment free and clear of all security interests and liens securing indebtedness of Sellers, including Sellers' predecessor-in-interest, Davis Family Idaho, LLC, against the Equipment; and
- (c) Change of Ownership forms and such other instruments necessary to transfer the Water Rights to Buyer, including Water Right No. 45-11945, free and clear of all security interests and liens securing indebtedness of Sellers, including Sellers' predecessor-in-interest, Davis Family Idaho, LLC, against the Water Rights.

7. Taxes and Assessments. In accordance with the terms and provisions of the Farm Lease, Buyer shall pay all taxes and assessments accrued against the Subject Property through the date of closing, to include, without limitation, all irrigation assessments and charges, and all electricity charges.

8. Closing of the Sale. The closing of this transaction shall occur on or before June 1, 2015. The place of closing of the sale herein contemplated shall be at the Title Company. The parties hereto agree that the Title Company shall act as the closing agency for the sale contemplated herein. The parties hereto further agree to execute all documents and instructions required by said closing agency. The parties shall determine the precise date and time of said closing.

9. Possession and Risk of Loss. Subject to the Farm Lease, Buyer shall be entitled to receive and shall receive possession of the Subject Property upon the date of closing, and the risk of loss shall pass to Buyer as of the date of closing.

10. Costs and Expenses. Except as otherwise provided in this Agreement, Sellers and Buyer shall equally divide the cost of closing. Sellers and Buyer shall pay its own attorney fees and costs, and accountant fees and costs incurred in connection with this transaction.

11. 1031 Exchange. Buyer understands, acknowledges and agrees one or several of the Sellers intends or may intend to handle the sale contemplated herein as a 1031 exchange, as the term is commonly used in real estate transactions. The consummation of the sale and any such exchange shall be structured so as to comply with Section 1031 of the IRS Code and all related sections. Buyer hereby agrees to cooperate fully with Sellers in accomplishing such exchange; provided, however, Buyer shall possess no liability for or incur any additional costs or expenses associated to such exchange.

12. Assignment of Agreement. Buyer may assign this Agreement to another entity affiliated with Buyer with the consent of Sellers, which consent of Sellers shall not be unreasonably withheld, conditioned or delayed.

13. Fees and Costs. In the event Buyer or Sellers shall be required to secure legal services or advice to enforce any of their respective rights, duties or obligations hereunder, with

or without litigation, the prevailing or successful party with respect to such enforcement shall be entitled to recover, in addition to all other remedies, reasonable attorney fees and costs.

14. Notification. For purposes of notification pursuant to this Agreement, written notice shall be mailed to the respective parties hereto at the following address or otherwise personally delivered:

Sellers: Jonathon W. Davis
704 North Main
LeSueur, Minnesota 56058

Buyer: Oak Valley Dairy, LLC
Attn: Michael D. Aardema
468 South 800 West
Burley, Idaho 83318

Notice under this Agreement shall be deemed given upon the second day following the date of mailing or upon the date of personal delivery, whichever the case may be.

15. Non-Merger. This Agreement shall not be merged in the execution and delivery by Sellers to Buyer of the Warranty Deed(s) described herein, the Bill of Sale described herein, or such other instruments conveying the Subject Property to Buyer pursuant to this Agreement. This Agreement, the Warranty Deed(s), the Bill of Sale, and such other instruments conveying the Subject Property to Buyer are an integral part of this transaction and shall be construed together as if one single combined agreement.

16. Preparation of Agreement. Buyer and Sellers acknowledge and agree this Agreement was prepared by attorneys of the firm Worst, Fitzgerald & Stover, P.L.L.C. pursuant to their mutual intent and desire. As such, Buyer and Sellers specifically recognize and realize there may be or do exist conflicts of interest. Buyer and Sellers, each respectively, specifically waive any conflict of interest. Buyer and Sellers further agree the terms and provisions of this Agreement are based upon their desires and intentions, and Buyer and Sellers each take full responsibility for the Agreement, its terms and provisions and the effect of its terms and provisions. The Agreement represents the desires and intentions of Buyer and Sellers reduced to writing. Buyer and Sellers, by reason of this Section, have been advised and counseled by attorneys of the firm Worst, Fitzgerald & Stover, P.L.L.C. to have this Agreement reviewed by another attorney, or other competent person, regarding all matters that pertain to this Agreement and transaction.

17. Time of the Essence. Time is of the essence of this Agreement.

18. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties hereto.

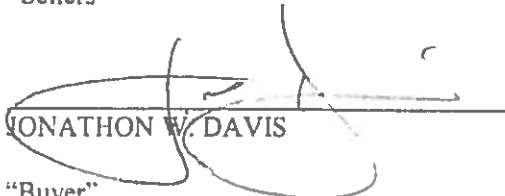
19. Further Documents. Sellers and Buyer shall promptly and at any time or times hereafter make, execute and deliver any and all such further or other assurances, instruments, papers or things that the other might or could reasonably require for the purpose of giving full

effect to these presences and other covenants, provisions and agreements herein contained, and this Agreement shall survive the closing of this transaction.

20. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement, or understanding pertaining to any such matter, shall be effective for any purpose. No provision of the Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto, or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

"Sellers"


JONATHAN W. DAVIS

"Buyer"

OAK VALLEY DAIRY, LLC, an Idaho limited liability company

By: 
MICHAEL D. AARDEMA

Its: Member

EXHIBIT "A"
(the "Real Property")

CASSIA COUNTY, IDAHO

PARCEL NO. 1:

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

Section 36: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that portion thereof lying within Twin Falls County, Idaho and ALSO EXCEPT railroad right-of-way.

Section 36: That part of the N $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the railroad right-of-way, and S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$.

EXCEPT That part of the SE $\frac{1}{4}$ lying South of main canal of Milner Low Lift Irrigation District.

ALSO EXCEPT any portion thereof lying within Twin Falls County, Idaho, ALSO EXCEPT that portion deeded to the Burley Highway District for road purposes, and ALSO EXCEPT railroad right-of-way.

PARCEL NO. 2:

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

Section 36: Part of the S $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of the S $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 36, said corner marked by a 5/8 inch rebar; Thence North 89°56'40" East along the North line of the S $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 610.26 feet to the West line of Cassia County which shall be the Point of Beginning;

Thence North 89°56'40" East along the North line of the S $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 1966.53 to a 1/2 inch rebar;

Thence North 89°56'40" East continuing along said line for a distance of 35.81 feet to the centerline of the Milner Low Lift Main Canal;

Thence along said centerline for the following courses and distances:

Thence South 68°39'40" West for a distance of 368.98 feet;

Thence South 62°02'31" West for a distance of 66.26 feet;

Thence South 48°15'34" West for a distance of 74.26 feet;

Thence South 34°21'13" West for a distance of 181.44 feet;

Thence South 39°45'02" West for a distance of 94.38 feet;

Thence South 49°17'04" West for a distance of 89.65 feet;

Thence South 60°53'26" West for a distance of 91.70 feet;

Thence South 66°07'41" West for a distance of 248.53 feet;

Thence South 72°07'21" West for a distance of 124.63 feet;

Thence South 82°14'06" West for a distance of 162.72 feet;

Thence South 88°17'14" West for a distance of 193.63 feet;

Thence North 89°11'23" West for a distance of 533.53 feet to the West line of Cassia County;

Thence North 00°01'02" East along said line for a distance of 697.33 feet to the Point of Beginning.

-Continued-

CONTINUATION
EXHIBIT A

CASSIA COUNTY, IDAHO

PARCEL NO. 3

TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Part of Lot 1 and part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ and all of Lot 2, more particularly described as follows:

Beginning at the W $\frac{1}{2}$ section corner, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North 00°02'31" West along the West section line for a distance of 1320.44 feet to the Northwest corner of Lot 2;
Thence North 00°02'31" West along the West section line for a distance of 385.16 feet to a ½ inch rebar on the South railroad right of way;
Thence North 85°33'00" East along said right of way for a distance of 1388.76 feet to a ½ inch rebar on the East line of Lot 1;
Thence South 00°13'30" East along said line for a distance of 487.76 feet to the Northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ marked by a 5/8 inch rebar;
Thence South 55°14'28" East for a distance of 448.11 feet to a ½ inch rebar;
Thence South 36°44'05" East for a distance of 353.34 feet to a ½ inch rebar;
Thence South 01°57'52" East for a distance of 450.64 feet to a ½ inch rebar;
Thence South 07°48'13" East for a distance of 854.41 feet to a ½ inch rebar;
Thence South 07°48'13" East for a distance of 17.20 feet to the centerline of the Milner Low Lift Main Canal;
Thence along said centerline for the following courses and distances:
Thence South 64°32'32" West for a distance of 42.10 feet;
Thence South 75°06'22" West for a distance of 99.70 feet;
Thence North 89°56'49" West for a distance of 122.47 feet;
Thence North 79°44'16" West for a distance of 185.18 feet;
Thence North 50°53'15" West for a distance of 69.42 feet;
Thence North 15°30'30" West for a distance of 190.98 feet;
Thence North 32°25'54" West for a distance of 36.60 feet;
Thence North 58°59'51" West for a distance of 52.82 feet;
Thence North 76°47'59" West for a distance of 743.64 feet;
Thence North 81°04'14" West for a distance of 124.26 feet;
Thence South 88°51'28" West for a distance of 151.77 feet;
Thence South 73°46'44" West for a distance of 106.59 feet;
Thence South 68°17'08" West for a distance of 246.87 feet;
Thence South 51°13'26" West for a distance of 72.54 feet;
Thence South 28°22'53" West for a distance of 81.45 feet;
Thence South 02°32'51" West for a distance of 80.54 feet;
Thence South 15°06'59" East for a distance of 198.61 feet;
Thence South 06°12'36" West for a distance of 82.56 feet;
Thence South 25°37'32" West for a distance of 101.29 feet;
Thence South 48°55'19" West for a distance of 78.34 feet to the West section line;
Thence North 00°02'31" West along said line for a distance of 800.87 feet to the Point of Beginning.

EXCEPTING THEREFROM those portions deeded to the Burley Highway District.

-Continued-

CONTINUATION
EXHIBIT A

TWIN FALLS COUNTY, IDAHO

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: Part of the N½SE¼, more particularly described as follows:

Beginning at the East quarter section corner of Section 35, said corner marked by a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 00°01'02" West along the east section line for a distance of 1319.01 feet to the Southeast corner of the N½SE¼ marked by a ½ inch rebar;
Thence South 89°54'21" West along the south line of the N½SE¼ for a distance of 2629.74 feet to the southwest corner of the N½SE¼ marked by a ½ inch rebar;
Thence North 00°43'34" West along the west line of the N½SE¼ for a distance of 365.08 feet to a ½ inch rebar;
Thence North 00°43'34" West continuing along said line for a distance of 85.27 feet to the center line of the Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 65°09'07" East for a distance of 1274.42 feet;
Thence North 55°38'14" East for a distance of 201.70 feet;
Thence North 48°32'08" East for a distance of 284.90 feet;
Thence North 59°58'27" East for a distance of 62.42 feet to the north line of the N½SE¼;
Thence North 89°47'38" East along said line for a distance of 106.70 feet to a ½ inch rebar;
Thence North 89°47'38" East continuing along said line for a distance of 938.66 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the northerly side.
ALSO SUBJECT TO Twin Falls Highway District right of way.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: Part of the S½SW¼ more particularly described as follows:

Beginning at the Northwest corner of the S½SW¼ of Section 36, said corner marked by a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence North 89°56'40" East along the north line of the S½SW¼ for a distance of 610.26 feet to the East line of Twin Falls County;
Thence South 00°01'02" West along said line for a distance of 697.33 feet to the centerline of the Milner Low Lift Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 86°16'42" West for a distance of 138.19 feet;
Thence North 75°37'11" West for a distance of 167.18 feet;
Thence North 71°41'27" West for a distance of 184.08 feet;
Thence North 79°59'51" West for a distance of 66.85 feet;
Thence South 77°40'29" West for a distance of 71.44 feet to a ½ inch rebar on the west line of the S½SW¼;
Thence North 00°01'02" East along said line for a distance of 592.06 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the southerly side.
AND SUBJECT TO Twin Falls Highway District right of way.

-Continued-

CONTINUATION
EXHIBIT A

TWIN FALLS COUNTY, IDAHO

PARCEL NO. 6:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

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

Beginning at the East quarter section corner of Section 35, said corner marked by a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°47'38" West along the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 938.66 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°47'38" West continuing along said line for a distance of 106.70 feet to the centerline of the Main Canal;
Thence along said centerline for the following courses and distances:
Thence North 59°58'27" East for a distance of 714.97 feet;
Thence North 74°06'06" East for a distance of 180.75 feet;
Thence North 71°00'16" East for a distance of 267.20 feet to the east line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 00°01'02" West along said line for a distance of 94.43 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°01'02" West continuing along said line for a distance of 396.06 feet to the POINT OF BEGINNING.

SUBJECT TO an irrigation canal easement along the Northerly side
AND SUBJECT TO any other easements or right of way of record or use.

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: The S $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and East of the main canal of Twin Falls Canal Company.

SUBJECT TO Twin Falls County highway right of way

EXCEPT:

Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 10 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the South quarter section corner of Section 35, said corner marked by a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°55'00" West along section line for 388.78 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°07'43" West for 289.93 feet to a $\frac{1}{2}$ inch rebar;
Thence South 88°20'24" East for 653.74 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°07'43" East for 268.04 feet to a $\frac{1}{2}$ inch rebar on section line;
Thence South 89°55'00" West along section line for 264.64 feet to the POINT OF BEGINNING.

SUBJECT TO an existing county road right of way.

-Continued-

CONTINUATION
EXHIBIT A

TWIN FALLS COUNTY, IDAHO

PARCEL NO. 8:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that portion thereof lying within Cassia County, Idaho.

PARCEL NO. 9:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter section corner of said Section, said corner marked by a 5/8 inch rebar; Thence South 89°53'31" West (South 89°55'00" West rec.) along the South section line for a distance of 116.45 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;

Thence South 89°53'31" West (South 89°55'00" West rec.) continuing along said line for a distance of 272.33 feet to a 1/2 inch rebar;

Thence North 00°08'58" West (North 00°07'43" East rec.) for a distance of 289.93 feet;

Thence South 88°11'21" East (South 88°20'24" East rec.) for a distance of 274.20 feet to a 1/2 inch rebar;

Thence South 00°12'01" West for a distance of 280.75 feet to the POINT OF BEGINNING.

SUBJECT TO Highway District right of way.

EXHIBIT "B"

(the "Equipment")

Irrigation Equipment:

Two 8-Tower Valley Pivot Systems
One 7-Tower Valley Pivot System
One 9-Tower Valley Pivot System
Approximately 450 hand line joints
Six wheel lines
One Marathon 40 HP, 1765 RMP motor and Cornell centrifugal pump
One Baldor 50 HP, 1780 RPM motor and Cornell centrifugal pump
Two Baldor 50 HP, 1760 RPM motors and two Cornell centrifugal pump
One Baldor 40 HP, 1760 RPM motor and Cornell centrifugal pump
One Baldor 40 HP, 3525 RMP motor and Cornell centrifugal pump
Approximately 20,000 feet of buried PVC mainline, various sizes

Buildings:

24' x 30' bunkhouse, frame construction with a concrete foundation and floor, steel exterior siding, and a metal room.
Three 7,500 bushel Chief grain bins with concrete seep floors, concrete foundation and air.
50' x 100' quonset.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 833301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 20, 2015

RABO AGRIFINANCE INC
12443 OLIVE BLVD STE 50
ST LOUIS MO 63141

Re: Notice of Security Interest in a Water Right for Water Right 45-11945
Oak Valley Land Co LLC / 22106251

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: Oak Valley Land Co LLC



**Rabo
AgriFinance**

*Trish Rigsby
Loan Closing Specialist
Servicing*

Office Address 12443 Olive Blvd., Ste. 50

*Postal Address P. O. Box 410379
St. Louis, MO 63141*

Tel 314 317 8157

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*Email Trish.rigsby@raboag.com
www.RaboAg.com*

July 14, 2015

Idaho Department of Water Resources
650 Addison Ave. W.
Ste. 500
Twin Falls, ID 83301

RECEIVED

JUL 16 2015

**DEPT OF WATER RESOURCES
SOUTHERN REGION**

Re: Oak Valley Land Company, L.L.C.
Notice of Security Interest in a Water Right

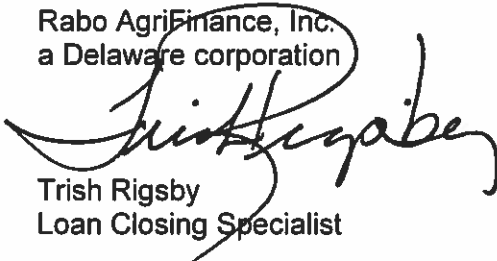
To Whom It Concerns:

We are enclosing the a Notice of Security Interest form along with our check in the amount of \$25.00 and request that you add our interest to this water right. Also enclosed is a copy of our recorded deed of trust and a copy of the purchase agreement.

Please return the signed form to my attention in the pre-paid package enclosed. Should you have questions or need further information please call or email me.

Very truly yours,

Rabo AgriFinance, Inc.
a Delaware corporation



Trish Rigsby
Loan Closing Specialist

Enclosures

cc: File