

RECEIVED

DEC 24 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 22-7309 OK	Yes ☒	Yes ☐	22-140 ? -	Yes ☒	Yes ☐
✓ 22-7479 OK	Yes ☐	Yes ☐	22-13513 ? -	Yes ☒	Yes ☐
22-11645 ?	Yes ☒	Yes ☐	22-11709 OK	Yes ☐	Yes ☐
22-2278 ?	Yes ☒	Yes ☐	22-11710 OK	Yes ☐	Yes ☐
22-139 ?	Yes ☒	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jay Dell Buxton and Judy Buxton
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrain Varieties LLC
New owner(s) as listed on the conveyance document
- 5466 West 49th South
Mailing address
- Idaho Falls
City
- Name connector ☐ and ☐ or ☐ and/or
ID 83402
State ZIP
- Telephone
Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: July 1, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 22-139

8. Signature: [Signature] Attorney [Signature] Date 12/24/14
 Signature of new owner/claimant Title, if applicable

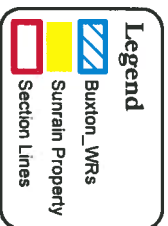
Signature: [Signature] Title, if applicable Date
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 12/24/2014 Receipt No. E040522 Receipt Amt. \$850.-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
 Name on W-9 [Signature] Approved by [Signature] Processed by [Signature] Date 4/9/15
 W-9 received? Yes ☐ No ☐

22-11709 (no split required), 22-11710 (no split required), 22-7479 (no split required), 22-13513 (Split into 22-13513 and 22-14148), 22-139 (Split into 22-139 & 22-14146), 22-140 (Split into 22-140 & 22-14147), 22-2278 (Split into 22-2278 & 14144), 22-11645 (Split into 22-11645 & 22-14145), & 22-7309 (Split into 22-7309 & 22-14141)

SUNRAIN WATER RIGHT OWNERSHIP CHANGE

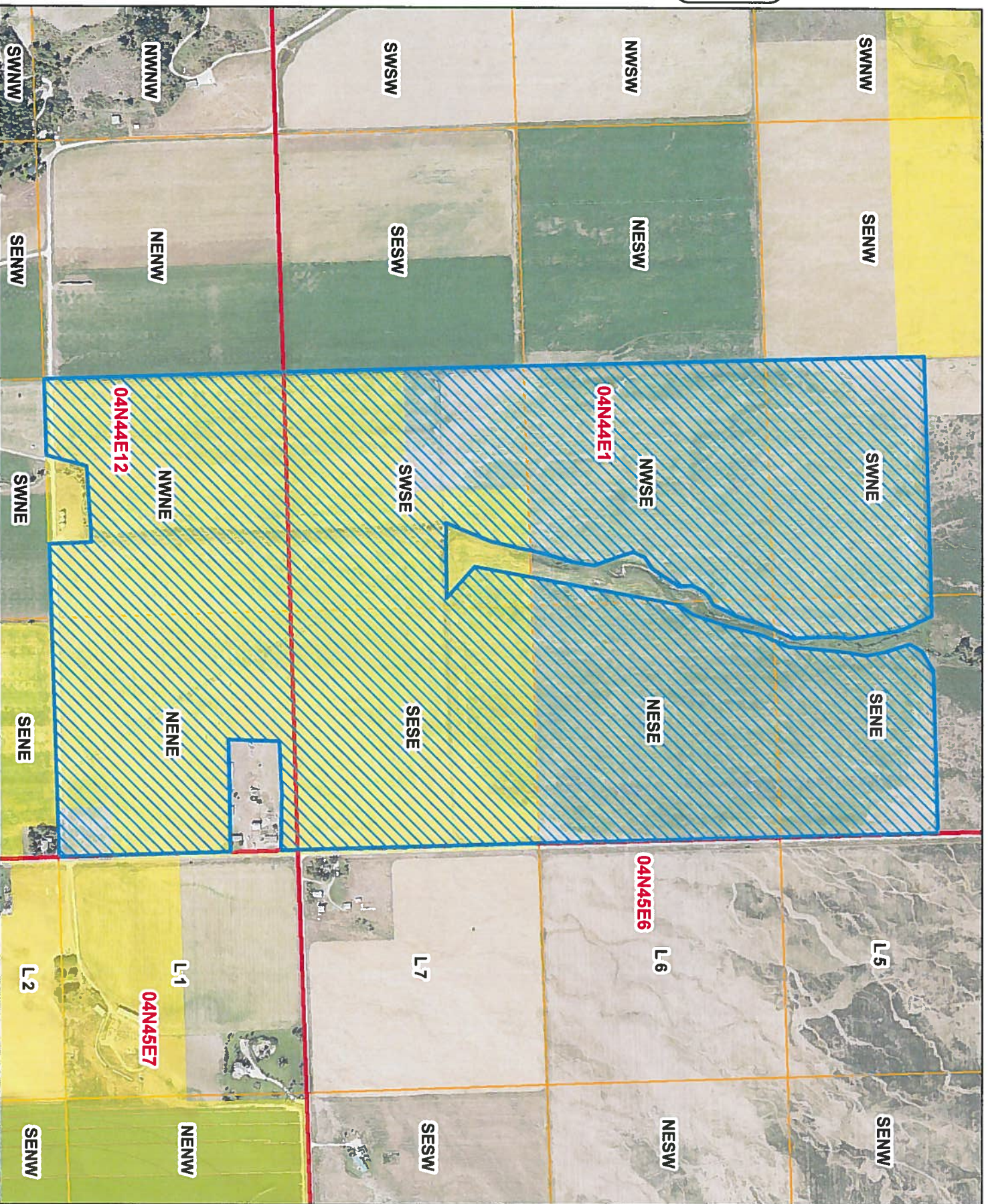


2013 NAIP Photo

Prepared by:
Luke H. Marchant
12/24/2014



SUNRAIN WATER RIGHT OWNERSHIP CHANGE



2013 NAIP Photo



Prepared by:
Luke H. Marchant
12/24/2014

First American Title Company

492508-T

When recorded, please return to:

Sunrain Varieties LLC
Attention: Jeremy Ladle
1210 Pier View Drive
Idaho Falls, Idaho 83402

Instrument # 232906

TETON COUNTY, IDAHO
07-01-2014 15:56:20 No. of Pages: 11
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$40.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MAURI VENTURES, LLC, an Idaho limited liability company, whose current address is: 2345 N Woodruff, Idaho Falls, ID 83406 (hereinafter referred to as the "Grantor"), hereby grants, bargains, sells, and conveys unto SUNRAIN VARIETIES LLC, a Delaware limited liability company, whose address is 5466 West 49th South, Idaho Falls, Idaho 83402 (hereinafter referred to as the "Grantee"), the following described real property, located in Teton County, Idaho, to wit (hereinafter referred to as the "Property"):

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

TOGETHER WITH all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO: (a) general taxes for the current year not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) the easements, restrictions and conditions set forth on Exhibit B to this General Warranty Deed attached hereto and incorporated herein (the items listed in (a) and (b) are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that (i) Grantor lawfully owns fee simple title to the Property and has the right to immediate possession of the Property, (ii) Grantor has a good right to convey the Property; (iii) the Property is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; (iv) Grantor shall and will warrant and defend the quiet and peaceful possession of said Property by Grantee, its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein; and (v) Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Property that may be reasonably required.

GENERAL WARRANTY DEED

Witness the hand of said Grantor this 1 day of July, 2014.

GRANTOR:

MAURI VENTURES, LLC, an Idaho limited liability company

By: [Signature]
 Name: K. Jayce Howell
 Its: Managing Member

State of Idaho)
) S.S.
 County of Bernham

On this 1st day of July, in the year of 2014, before me, Sandra Lynn Boyle, an Idaho notary public, personally appeared K. Jayce Howell, known or identified to me to be the manager or a member of the limited liability company that executed the 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.

Sandra Lynn Boyle
 Notary Public for Idaho
 Residing at: Idaho Falls
 Commission Expires: 3-26-2016

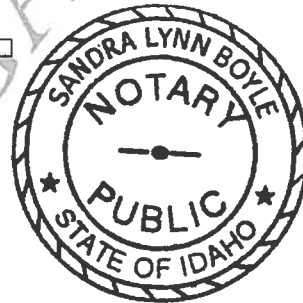


EXHIBIT A to General Warranty Deed

Description of the Property

TRACT 1 (BURNSIDE/FURNISS)**PARCEL 1**

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 61.28 rods, more or less;

Thence North 55.7 rods;

Thence East 61.28 rods, more or less, to the place of beginning.

Less: Beginning at a point 57.2 rods South, and 30.64 rods West from the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 30.64 rods;

Thence North 55.7 rods;

Thence East 30.64 rods to the point of beginning.

Parcel 2

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;

Thence West 30.64 rods;

Thence North 57.2 rods;

Thence East 30.64 rods to the point of beginning.

TRACT 2 (NEIL FURNISS)

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 160 rods more or less, thence North 55.7 rods, thence East 160 rods more or less to the place of beginning.

Less: Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 55.7 rods, thence West 61.28 rods more or less, thence North 55.7 rods, thence East 61.28 rods more or less to the place of beginning.

TRACT 3 (FURNISS)

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57 and 2/10 (57.2) rods, thence West 160 rods, more or less, thence North 57.2 rods, thence East 160 rods, more or less to the place of beginning; less the road right of way.

Also: Beginning at a point 57.2 rods South and 30.64 rods West from the NE Corner of the NW

Quarter of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 30.64 rods, thence North 55.7 rods, thence East 30.64 rods to the point of beginning.

Less: Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57.2 rods, thence West 30.64 rods, thence North 57.2 rods, thence East 30.64 rods to the point of beginning.

Less: beginning at the NW Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 57.2 rods, thence East 67.13 rods, thence North 57.2 rods, thence West 67.13 rods to the place of beginning.

TRACT 4 (BURNSIDE 2)

Beginning at the NW corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;
Thence East 67.13 rods;
Thence North 57.2 rods; and
Thence West 67.13 rods to the place of beginning.
Less the road right of way.

TRACT 5 (STILLWATER HOLDINGS)

The SW1/4 SW1/4 SE1/4, The E1/2 SW1/4 SE1/4, The SE1/4 SE1/4 of Section 1, the NW1/4 NE1/4, and part of the NE1/4 NE1/4 of Section 12, all within Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 1,
Thence S 00°13'27"W, 1029.51 feet to a point;
Thence N 89°58'25"W, 295.35 feet to a point;
Thence S 00°13'27"W, 295.35 feet to a point;
Thence N 89°58'25"W, 2348.04 feet to a point;
Thence N 00°19'42"E, 1324.90 feet to a point;
Thence N 00°13'04"E, 661.80 feet to a point;
Thence S 89°56'44"E, 660.15 feet to a point;
Thence N 00°12'32"E, 661.49 feet to a point;
Thence S 89°55'05"E, 1980.13 feet to a point;
Thence S 00°10'58"W, 1321.07 feet to the point of beginning.

Less Deed # 150619 described as follows: Part of the NE1/4 NE1/4 of Section 12, Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:
From the Northeast corner of Section 12, S 20°00'41"W, 105.84 feet to the point of beginning;
Thence S 00°00'31"W, 289.88 feet (South, 290.00 feet);
Thence N 89°56'50"W, 600.94 feet (West, 600.80 feet);
Thence N 00°03'16"E, 289.71 feet (North, 290.00 feet);
Thence S 89°57'48"E, 600.71 feet (East, 600.80 feet) to the point of beginning.

TRACT 6 (BUXTON)

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 12;

thence S89°59'03"W 1,324.40 feet to a point;
 thence N00°17'44"E 1,323.63 feet to a point;
 thence N89°59'42"W 1,323.65 feet to a point;
 thence N00°19'51"E 1,323.99 feet to a point;
 thence S89°58'47"E 1,322.83 feet to a point;
 thence N00°16'33"E 1,324.87 feet to a point;
 thence S89°58'25"E 1,123.01 feet to a point;
 thence S00°01'35"W 198.00 feet to a point;
 thence S89°58'25"E 198.00 feet to a point;
 thence S00° 13'26"W 1,126.86 feet to the East 1/4 corner of said Section 12;
 thence N89°58'27"W 437.15 feet to a point;
 thence S00°15'48"W 506.00 feet to a point;
 thence S89°58'27"E 437.15 feet to a point;
 thence S00°15'48"W 2,140.30 feet to the point of beginning.

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

TRACT 7 (MAHOGANY CREEK)

A part of the N1/2 of Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as;

Commencing at the East Quarter corner of said Section 13,
 thence S89°53'37"W 2,636.07 feet along the South line of the NE1/4 to the center quarter corner of said section; thence S89°53'37"W 76.78 feet to a point; thence N16°18'54"W 136.99 feet to a point; thence N84°52'00"E 561.95 feet to a point; thence N01°18'00"W 664.00 feet to a point; thence N73°47'00"E 160.00 feet to a point; thence N18°00'00"E 66.00 feet to a point; thence N03°30'00"W 73.00 feet to a point; thence N04°47'00"E 60.00 feet to a point; thence S62°27'35"W 20.00 feet to a point; thence N01° 12'09"E 131.57 feet to a point; thence N12°35'51"E 30.55 feet to a point; thence N89°59'04"E 278.34 feet to a point; thence N00°01'28"W 742.50 feet to a point; thence N89°39'04"E 1,771.15 feet to the Section line; thence S00°15'04"W 1,986.15 feet to the point of beginning.

Also; The North Half of the Southeast Quarter (N1/2SE1/4), the Northeast Quarter Southwest Quarter (NE1/4SW1/4), the North Half Southeast Quarter Southeast Quarter (N1/2SE1/4SE1/4) all in Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Subject to an Existing County Road and Utility Easement along the Eastern Property Boundary.

TRACT 8 (FOSTER)

Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho:

SE1/4SW1/4; SW1/4SE1/4; S1/2SE1/4SE1/4; also

Beginning at the Southeast corner of Section 13, Township 4 North, Range 44 East, Boise Meridian, and running thence South 5 rods (82.5 feet); thence West 80 rods (1,320.00 feet); thence North 5 rods; thence East 80 rods to the place of beginning, being a portion of the NE1/4NE1/4 of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County Idaho.

TRACT 9 (ZOHNER)

The Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County, Idaho, and Government Lots 1, 2, and the North Half of the North Half of Government Lot 3, Section 19, Township 4 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Northwest corner of Section 19,
 Thence South 89°58'27" East 1,324.41 feet along the North line of said Section 19 to a point;
 Thence South 00°08'34" West 2,649.04 feet to a point;
 Thence South 00°16'32" West 331.85 feet to a point;
 Thence North 89°53'19" West 1,330.26 feet to a point;
 Thence North 00°30'21" East 332.03 feet to the West quarter corner of said Section 19;
 Thence North 00°14'26" East 1,323.45 feet to a point;
 Thence North 89°38'14" West 1,312.26 feet to a point;
 Thence North 00°15'49" East 1,238.50 feet to a point;
 Thence South 89°44'05" East 1,311.76 feet to a point;
 Thence North 00°14'26" East 82.72 feet to the Point of Beginning.

Subject to a 30.0 foot county road and utility easement along the Northern boundary of said property.

TRACT 10 (BUXTON/HIBBERT)**PARCEL 1**

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Seven (7), Township Four (4) North, Range Forty Five (45) East, Boise Meridian, Teton County, Idaho.

PARCEL 2

Lots One and Two: (The West half of the Northwest Quarter) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

EXCEPTING therefrom the following parcel, which was the former Bates school and described as follows: Beginning at a point 50 rods North of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 17 rods, thence North 14 rods, thence West 17 rods, thence South 14 rods to the place of beginning.

EXHIBIT A TO GENERAL WARRANTY DEED

LESS AND EXCEPTING therefrom the following parcel:

The N1/2 of Lot 1 (NW1/4 NW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

PARCEL 3

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO: Beginning at the NE corner of Lot 3, Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running South 2 rods, West 80 rods, North 2 rods, East 80 rods to the point of beginning.

PARCEL 4

Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

LESS the following: Beginning at the Southwest corner of the SE1/4SW1/4 Section, Township, and Range, aforesaid and running thence North 209 feet, thence East 209 feet; thence South 209 feet; and thence West 209 feet to the point of beginning.

PARCEL 5

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 7: Southwest Quarter Southeast Quarter.

PARCEL 6

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho. Section 18: Northwest Quarter Northwest Quarter.

LESS: Commencing at a point 1 rod South and 2 rods East of the Northwest corner of the Northwest Quarter of said Section 18; thence East 16 rods; thence South 16 rods; thence West 16 rods; thence North 16 rods to the point of beginning.

ALSO LESS: A part of the Southwest Quarter Northwest Quarter Northwest Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southwest corner of the Northwest Quarter Northwest Quarter of said Section 18 and running South 89°48'33" East, 260.00 feet along the South line of the Northwest Quarter Northwest Quarter to a point; thence North 00°15'06" West, 360.00 feet to a point; thence North 89°48'33" West, 260.00 feet to a point on the Section line; thence South 00°15'06" West, 360.00 feet along the West section line to the point of beginning.

PARCEL 7

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: East Half Northwest Quarter.

PARCEL 8

EXHIBIT A TO GENERAL WARRANTY DEED

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: Northeast Quarter;

LESS: A part of the Northeast Quarter Northeast Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Northeast corner of said Section 18, the true point of beginning; thence South 00°25'08" West, 330.00 feet along the section line to a point; thence North 89°50'25" West, 330.00 feet to a point; thence North 00°25'08" East, 330.00 feet to a point on the North section line of said Section 18; thence South 89°50'25" East, 330.00 feet along the Section line to the true point of beginning.

EXHIBIT B to General Warranty Deed

Permitted Exceptions to the Fourth Commitment for Title Insurance dated June 26, 2014 ("Title Commitment") issued by First American Title Company File No. 492508-T

1. Standard printed exceptions appearing in the Title Commitment as Exception Nos. 1 through 6. (Affecting all Tracts).
2. Existing County Roads (Exception No. 7 affecting all Tracts).
3. Existing rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions Idaho Code § 58-604. (Exception No. 8 affecting all Tracts).
4. Reservation in United States Patent, recorded December 27, 1921 in Book 45, Page 352. (Exception Nos. 10, 14, 17 and 20; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
5. Existing County Road Right of Way (Exception Nos. 11, 15, 18 and 21; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
6. Reservations in United States Patent, recorded December 5, 1912 in Book 7, Page 16 and 17. (Exception No. 24 affecting Tract 5).
7. Reservation of oil and mineral rights retained in the warranty deed recorded February 27, 1979 as Instrument No. 82870. (Exception No. 25 affecting Tract 5).
8. Terms of the agreement for electrical services, recorded August 1, 1980 as Instrument No. 85900, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 26 affecting Tract 5).
9. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded August 27, 2009 as Instrument No. 206702. (Exception No. 28 affecting Tract 5).
10. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded August 27, 2009 as Instrument No. 206703. (Exception No. 29 affecting Tract 5).
11. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230259, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 32 and 40; affecting Tracts 5 and 6).
12. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230282, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 33 and 41; affecting Tracts 5 and 6).

13. Terms of the Grant of Easement and Joint Use Agreement recorded June 19, 1984 as Instrument No. 94987. (Exception Nos. 35 and 62; affecting Tract 6 and Tract 10, Parcels 1, 2 and 3).
14. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 21, 2008 as Instrument No. 195574. (Exception No. 36 affecting Tract 6).
15. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded February 21, 2008 as Instrument No. 195575. (Exception No. 37 affecting Tract 6).
16. Reservations in United States Patent, recorded May 10, 1911 in Book 7, Page 2 and June 28, 1911 in Book 7 Page 4. (Exception No. 43 affecting Tract 7).
17. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded July 19, 2007 as Instrument No. 189547. (Exception No. 45 affecting Tract 7).
18. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded July 19, 2007 as Instrument No. 189550. (Exception No. 46 affecting Tract 7).
19. Electric line right-of-way easement recorded July 2, 1997 as Instrument No. 127577. (Exception No. 49 affecting Tract 8).
20. Terms of the agreement for electrical services, recorded July 2, 1997 as Instrument No. 127593, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 50 affecting Tract 8).
21. The Easement for Road recorded September 11, 1995 as Instrument No. 121261. (Exception No. 53 affecting Tract 9).
22. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded March 8, 2007 as Instrument No. 185731 and October 9, 2007 as Instrument No. 192214. (Exception No. 54 affecting Tract 9).
23. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 9, 2007 as Instrument No. 192212. (Exception No. 55 affecting Tract 9).
24. Reservations in United States Patent, recorded February 5, 1914 in Book 6, Page 457. (Exception No. 58 affecting Tract 10, Parcel 3).
25. Reservations in United States Patent, recorded January 26, 1916 in Book 7, Page 313. (Exception No. 59 affecting Tract 10, Parcels 4, 5 and 7).

26. Reservations in United States Patent, recorded March 16, 1914 in Book 7, Page 460. (Exception No. 60 affecting Tract 10, Parcel 8).
27. Reservation of mineral rights 73369 pursuant to Idaho Code §§ 47-701 and 47-710A contained in the deed from the State of Idaho recorded October 12, 1973 as Instrument No. 73369. (Exception No. 61 affecting Tract 10 Parcel 8).
28. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded October 24, 2000 as Instrument No. 139920. (Exception No. 63 affecting Tract 10, Parcel 6).
29. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 24, 2000 as Instrument No. 139922. (Exception No. 64 affecting Tract 10, Parcel 6).
30. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded May 21, 2003 as Instrument No. 154934. (Exception No. 65 affecting Tract 10, Parcel 8).
31. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 28, 2007 as Instrument No. 185393. (Exception No. 66 affecting Tract 10, Parcel 2).
32. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the Decree of Quiet Title recorded May 18, 2012 as Instrument No. 222178. (Exception No. 67 affecting Tract 10, Parcel 2).
33. Terms of the agreement for electrical services, recorded July 2, 2013 as Instrument No. 228471, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 68).

All above-identified instruments were recorded in Teton County, Idaho.

Instrument # 220616

TETON COUNTY, IDAHO

1-26-2012 03:03:00 No. of Pages: 6

Recorded for : SEAMONS, JUSTIN

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED IN LIEU OF FORECLOSURE

Fee: 22.00

RECORDATION REQUESTED BY:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

WHEN RECORDED MAIL TO:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Grantor	Grantee
Mahogany Ridge Holdings LLC P.O. Box 2085 Eagle, ID 83616	Mauri Ventures, LLC 2345 North Woodruff Avenue Idaho Falls, ID 83401

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which the Grantor hereby acknowledges, the Grantor hereby grants, conveys, and forever transfers the following Real Property, including the Grantor's right, title, and interest therein, to the Grantee:

(see **SCHEDULE A**, attached hereto)

TOGETHER WITH AND INCLUDING any and all improvements and fixtures that relate or otherwise pertain thereto, any and all appurtenances, tenements, and hereditaments that relate or otherwise pertain thereto, any and all rents, issues, and profits that relate or otherwise pertain thereto, and any and all water, water rights, ditch rights, and irrigation equipment that relate or otherwise pertain thereto;

TO HAVE AND TO HOLD the Real Property unto the Grantee and its successors and assigns forever.

The Grantor hereby represents and covenants that it is the owner in fee simple of the Real Property; that its title thereto is good and marketable; that its transfer thereof to the Grantee is rightful; that the Real Property is free and clear of any and all mortgages, deeds of trust, liens, taxes, levies, assessments, and other encumbrances of whatever kind or nature, except for a MORTGAGE, recorded on November 7, 2006, as Instrument No. 182256, Teton County, Idaho; and that the Grantor will warrant and defend the same from any and all lawful claims whatsoever.

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 2

The Grantor hereby acknowledges and agrees that it has executed, tendered, and delivered this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE to the Grantee in lieu of the foreclosure of the MORTGAGE; provided, however, the Grantor acknowledges and agrees that the Grantee has not released, waived, terminated, or otherwise discharged the MORTGAGE. In this regard, the Grantor agrees that the MORTGAGE does not merge with or into this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE; instead, the Grantor agrees that the MORTGAGE survives this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE. Thus, the Grantor hereby acknowledges and agrees that the MORTGAGE is valid and enforceable against the Real Property, that the SECURED PROMISSORY NOTE in support thereof is in full force and effect, and that the Grantee has the right to foreclose the MORTGAGE against the Real Property; provided, however, the Grantor and Travis G. Thompson are not liable or otherwise responsible therefor. If the Grantee forecloses the MORTGAGE against the Real Property, the Grantor hereby releases, waives, terminates, and forever discharges any and all rights of redemption to the Real Property—that is, any and all rights to redeem the Real Property—including, without limitation, statutory rights of redemption, equitable rights of redemption, and any and all other rights of redemption of whatever kind or nature, including Chapter 4, Title 11, of the Idaho Code.

This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is absolute and unconditional. This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is not a mortgage, security interest, or other form of security against the Real Property of whatever kind or nature.

(END)

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE

Page 3

Dated the 23 day of January, 2012.

Mahogany Ridge Holdings LLC

By:

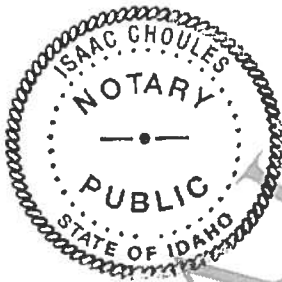
Travis G. Thompson, Manager
Travis G. Thompson, Manager

State of Idaho

County of Ada

} ss.

On the 23rd day of January, 2012, before me, a Notary Public, personally appeared Travis G. Thompson, known or identified to me to be the person who executed the foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly acknowledged to me that he executed the same for and on behalf of Mahogany Ridge Holdings LLC as the Manager thereof.



Isaac Choules
Notary Public

Commission expires: May 18, 2015

Residing at: Meridian, ID

SCHEDULE A

LEGAL DESCRIPTION

Parcel 1

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Seven (7), Township Four (4) North, Range Forty-Five (45) East, Boise Meridian, Teton County, Idaho.

Parcel 2

Lots One and Two: (The West half of the Northwest Quarter) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

EXCEPTING therefrom the following parcel, which was the former Bates school and described as follows: Beginning at a point 50 rods North of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 17 rods, thence North 14 rods, thence West 17 rods, thence South 14 rods to the place of beginning.

LESS AND EXCEPTING therefrom the following parcel:

The N1/2 of Lot 1 (NW1/4 NW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Parcel 3

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO: Beginning at the NE corner of Lot 3, Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running South 2 rods, West 80 rods, North 2 rods, East 80 rods to the point of beginning.

Parcel 4

Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

LESS the following: Beginning at the Southwest corner of the SE1/4SW1/4 Section, Township, and Range, aforesaid and running thence North 209 feet; thence East 209 feet; thence South 209 feet; and thence West 209 feet to the point of beginning.

Parcel 5:

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 7: Southwest Quarter Southeast Quarter

Parcel 6:

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho. Section 18: Northwest Quarter Northwest Quarter.

LESS: Commencing at a point 1 rod South and 2 rods East of the Northwest corner of the Northwest Quarter of said Section 18; thence East 16 rods; thence South 16 rods; thence West 16 rods; thence North 16 rods to the point of beginning.

ALSO LESS: A part of the Southwest Quarter Northwest Quarter Northwest Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southwest corner of the Northwest Quarter Northwest Quarter of said Section 18 and running South $89^{\circ}48'33''$ East, 260.00 feet along the South line of the Northwest Quarter Northwest Quarter to a point; thence North $00^{\circ}15'06''$ West, 360.00 feet to a point; thence North $89^{\circ}48'33''$ West, 260.00 feet to a point on the Section line; thence South $00^{\circ}15'06''$ West, 360.00 feet along the West section line to the point of beginning.

Parcel 7:

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 18: East Half Northwest Quarter

Parcel 8:

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 18: Northeast Quarter. LESS: A part of the Northeast Quarter Northeast Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Northeast corner of said Section 18, the true point of beginning; thence South $00^{\circ}25'08''$ West, 330.00 feet along the section line to a point; thence North $89^{\circ}50'25''$ West, 330.00 feet to a point; thence North $00^{\circ}25'08''$ East, 330.00 feet to a point on the North section line of said Section 18; thence South $89^{\circ}50'25''$ East, 330.00 feet along the Section line to the true point of beginning.

182125

File Number: ~~99858~~ N/A

This instrument filed as an
accommodation only. It has not
been examined as to its execution,
insurability or affect on title.

RECORDING REQUESTED BY:
Teton County Title

AND WHEN RECORDED MAIL TO:
Teton County Title
PO Box 338
Victor, ID 83455

Instrument # 182125

DRIGGS, TETON, IDAHO

2006-11-03

09:49:38

No. of Pages: 2

Recorded for: TETON TITLE

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Teton County Title

WARRANTY DEED

FOR VALUE RECEIVED

Jay Dell Buxton also known as JayDell Buxton and Judy Buxton also known as Judy Ann Buxton, Husband and Wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto
Mahogany Ridge Holdings, LLC, an Idaho limited liability company

RECEIVED

GRANTEE(S), whose current address is: P.O. Box 408, Victor, ID 83455

NOV 03 2006

TETON CO., ID
CLERK RECORDER

the following described premises, to wit:

See "Exhibit A" attached hereto

Subject to: all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations of record, and payment of accruing taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this 3rd day of November, 2006.

Jay Dell Buxton
Jay Dell Buxton

Judy Buxton
Judy Buxton

Jay Dell Buxton
Jay Dell Buxton

Judy Ann Buxton
Judy Ann Buxton

STATE OF Idaho)
) ss.

COUNTY OF Teton)

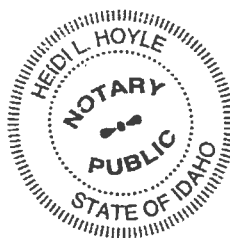
On this 3rd day of November, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jay Dell Buxton also known JayDell Buxton and Judy Buxton also known as Judy Ann Buxton, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Heidi L. Hoyle
Notary Public

Residing at: Teton, Idaho

My commission expires: 3-9-2012



182125

EXHIBIT "A"

Parcel 1

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Seven (7), Township Four (4) North, Range Forty-Five (45) East, Boise Meridian, Teton County, Idaho.

Parcel 2

Lots One and Two: (The West half of the Northwest Quarter) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

EXCEPTING therefrom the following parcel, which was the former Bates school and described as follows: Beginning at a point 50 rods North of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 17 rods, thence North 14 rods, thence West 17 rods, thence South 14 rods to the place of beginning.

LESS AND EXCEPTING therefrom the following parcel:

The N1/2 of Lot 1 (NW1/4 NW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Parcel 3

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO: Beginning at the NE corner of Lot 3, Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running South 2 rods, West 80 rods, North 2 rods, East 80 rods to the point of beginning.

Parcel 4

Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

LESS the following: Beginning at the Southwest corner of the SE1/4SW1/4 Section, Township, and Range, aforesaid and running thence North 209 feet; thence East 209 feet; thence South 209 feet; and thence West 209 feet to the point of beginning.

Instrument # 219530

TETON COUNTY, IDAHO

11-9-2011 01:32:41 No. of Pages: 4

Recorded for : SEAMONS, JUSTIN R

MARY LOU HANSEN

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: DEED IN LIEU OF FORECLOSURE

RECORDATION REQUESTED BY:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

WHEN RECORDED MAIL TO:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Grantor	Grantee
Mahogany Ridge Holdings LLC P.O. Box 2085 Eagle, ID 83616	Mauri Ventures, LLC 2345 North Woodruff Avenue Idaho Falls, ID 83401

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which the Grantor hereby acknowledges, the Grantor hereby grants, conveys, and forever transfers the following Real Property, including the Grantor's right, title, and interest therein, to the Grantee:

(see EXHIBIT A, attached hereto)

TOGETHER WITH AND INCLUDING any and all improvements and fixtures that relate or otherwise pertain thereto, any and all appurtenances, tenements, and hereditaments that relate or otherwise pertain thereto, any and all rents, issues, and profits that relate or otherwise pertain thereto, and any and all water, water rights, ditch rights, and irrigation equipment that relate or otherwise pertain thereto;

TO HAVE AND TO HOLD the Real Property unto the Grantee and its successors and assigns forever.

The Grantor hereby represents and covenants that it is the owner in fee simple of the Real Property; that its title thereto is good and marketable; that its transfer thereof to the Grantee is rightful; that the Real Property is free and clear of any and all mortgages, deeds of trust, liens, taxes, levies, assessments, and other encumbrances of whatever kind or nature, except for a MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, recorded on June 13, 2007, as Instrument No. 188524, Teton

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 2

County, Idaho; and that the Grantor will warrant and defend the same from any and all lawful claims whatsoever.

The Grantor hereby acknowledges and agrees that it has executed, tendered, and delivered this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE to the Grantee in lieu of the foreclosure of the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING; provided, however, the Grantor acknowledges and agrees that the Grantee has not released, waived, terminated, or otherwise discharged the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING. In this regard, the Grantor agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING does not merge with or into this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE; instead, the Grantor agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING survives this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE. Thus, the Grantor hereby acknowledges and agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING is valid and enforceable against the Real Property, that the SECURED PROMISSORY NOTE is in full force and effect, and that the Grantee has the right to foreclose the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property; provided, however, the Grantor is not liable or otherwise responsible therefor. If the Grantee forecloses the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property, the Grantor hereby releases, waives, terminates, and forever discharges any and all rights of redemption to the Real Property—that is, any and all rights to redeem the Real Property—including, without limitation, statutory rights of redemption, equitable rights of redemption, and any and all other rights of redemption of whatever kind or nature, including Chapter 4, Title 11, of the Idaho Code.

This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is absolute and unconditional. This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is not a mortgage, security interest, or other form of security against the Real Property of whatever kind or nature.

(END)

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE

Page 3

Dated the 1st day of November, 2011.

Mahogany Ridge Holdings LLC

By:

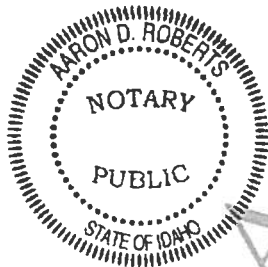
Travis G. Thompson
Travis G. Thompson, Manager

State of Idaho

} ss.

County of Ada

On the 01 day of November, 2011, before me, a Notary Public, personally appeared Travis G. Thompson, known or identified to me to be the person who executed the foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly acknowledged to me that he executed the same for and on behalf of Mahogany Ridge Holdings LLC as the Manager thereof.



Aaron D. Roberts
Notary Public
Commission expires: 01/18/2017
Residing at: Mendham, ID

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 4

EXHIBIT A

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho:

Section 1: East Half Southwest Quarter Southeast Quarter, Southwest Quarter Southwest Quarter Southeast Quarter; and

Section 12: Northwest Quarter Northeast Quarter;

Also commencing at a point 17.9 rods West of the Southeast corner of the Northeast Quarter Northeast Quarter of said Section 12, and running thence West 62.1 rods; thence North 160 rods; thence East 80 rods; thence South 142.1 rods; thence West 17.9 rods; thence South 17.9 rods to the point of beginning.

Less and excepting therefrom: Beginning at the Northeast section corner, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho; thence South $20^{\circ}18'$ West 104.35 feet to the true point of beginning, thence South 290.0 feet; thence West 600.8 feet; thence North 290.0 feet; thence East 600.8 feet more or less to the true point of beginning.

RECORDING REQUESTED BY:
Teton County Title

AND WHEN RECORDED MAIL TO:
Teton County Title
65 S. Main Street
Driggs, Id 83422

Instrument # 188522

TETON COUNTY, IDAHO

2007-06-13 04:47:00 No. of Pages: 11

Recorded for : TETON COUNTY TITLE

MARY LOU HANSEN

Fee: 33.00

Ex-Officio Recorder Deputy M. Webster
Index to: DEED, WARRANTY

WARRANTY DEED

FOR VALUE RECEIVED

GNJ Properties, L.L.C., 11.35%; Robert B. Elmer, a married person, 4.18%; Trevor D Peck and Lanelle A Peck, husband and wife, 2.61%; Michael C. Savaso and Chandra Savaso, husband and wife, 2.61%; RIF Holdings, L.L.C., 9.64%; IGO Investments, L.L.C., 1.31%; Michael Dodson, a married person, 5.23%; KPW Holdings, LLC, 26.12%; Jeff D Jenson, a married person, dealing with his sole and separate property 6.08%; James T Powers, a married person, dealing with his sole and separate property 6.08%; Entrust of New Mexico, LLC FBO Sarah L. Powers IRA #RL001049, 2.61%; Stillwater Holdings, LLC, 22.18%.

the Grantor, hereby grants, bargains, sells, conveys and warrants unto
Mahogany Ridge Holdings LLC, an Idaho limited liability company

the Grantee, whose mailing address is PO Box 408, Victor, ID 83455
the following described premises, to wit:

See "Exhibit A" attached hereto

**AND AS RELINQUISHED PROPERTY IN AN I.R.C. 1031 TAX DEFERRED
EXCHANGE**

Subject to: all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations of record, and payment of accruing taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

EXHIBIT "A"

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 1: West Half Southeast Quarter; Northeast Quarter Southeast Quarter, and beginning at the East Quarter corner of said section and running thence North 880 feet; thence West 160 rods, thence South 880 feet, thence East 160 rods to the point of beginning.

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 12: Northwest Quarter Northeast Quarter;

Also commencing at a point 17.9 rods West of the Southeast corner of the Northeast Quarter Northeast Quarter of said Section 12, and running thence West 62.1 rods; thence North 160 rods; thence East 80 rods; thence South 142.1 rods; thence West 17.9 rods; thence South 17.9 rods to the point of beginning.

Less and Excepting therefrom: Beginning at the Northeast section corner, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho; thence South $20^{\circ}18'$ West 104.35 feet to the true point of beginning, thence South 290.0 feet; thence West 600.8 feet; thence North 290.0 feet; thence East 600.8 feet more or less to the true point of beginning.

NOT A LEGAL COPY

Dated this 11th day of June, 2007

James T. Powers by: Jeff D. Jenson, his attorney in fact

STATE OF IDAHO)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jeff D. Jenson, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of James T. Powers and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harku

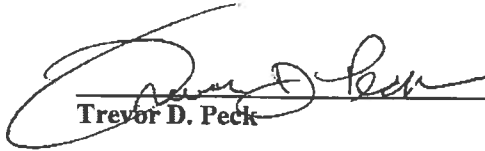
Notary Public

Residing at: Teton, ID

My commission expires: 01-31-2013



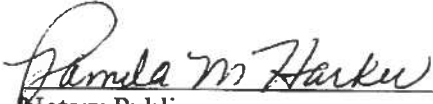
Dated this 11th day of June, 2007

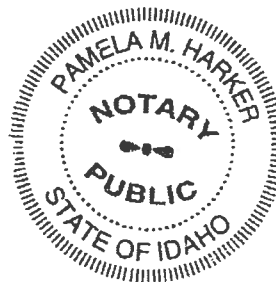

Trevor D. Peck


Lanelle A. Peck

STATE OF IDAHO)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Trevor D. Peck and Lanelle A. Peck known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public
Residing at: Tetonia, ID
My commission expires: 01/31/2013



Dated this 11th day of June, 2007

*Michael Dodson by
Cherise Dodson, A+P*

Michael Dodson, by: Cherise Dodson his Attorney in fact

STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Cherise Dodson, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Michael Dodson and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

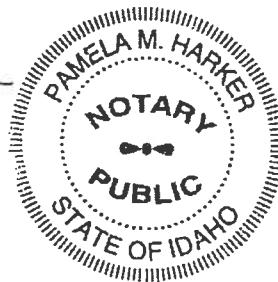
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker

Notary Public

Residing at: Tetonua, id

My commission expires: 01-31-2013



Dated this 11 day of June, 2007

GNJ Properties LLC

Jeff Jensen, Member

Jeff D. Jensen, Individually

STATE OF IDAHO)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jeff Jensen, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

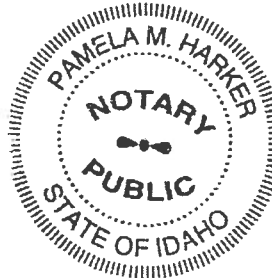
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker

Notary Public

Resides at: Tetona, ID

My commission expires: 01-31-2013



STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jeff D. Jensen, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

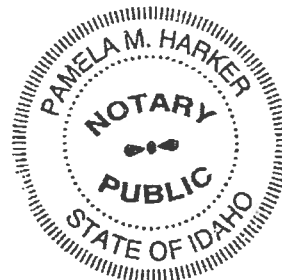
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker

Notary Public

Residing at: Tetona, ID

My commission expires: 01-31-2013



Dated this 11 day of June, 2007

RIF Holdings LLC

By: Robert B. Elmer
Robert B. Elmer, Member

Robert B. Elmer
Robert B. Elmer

IGO Investments LLC

By: Robert B. Elmer
Robert B. Elmer, Member

Stillwater Holdings LLC

By: Robert B. Elmer
Robert B. Elmer, Member

STATE OF Idaho

)

) ss.

COUNTY OF Teton

)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Robert B. Elmer, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company known as RIF Holdings LLC, that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Samuel M. Harku

Notary Public

Resides at: Tetonia, id

My commission expires: 01-31-2013

STATE OF Idaho

)

) ss.

COUNTY OF Teton

)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Robert B. Elmer, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company known as Stillwater Holdings LLC, that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Samuel M. Harku

Notary Public

Resides at: Tetonia, id

My commission expires: 01-31-2013

STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Robert B. Elmer, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company known as IGO Investments LLC, that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M Harker

Notary Public

Resides at: Tetonia, Id

My commission expires: 01-31-2013



STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Robert B. Elmer, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

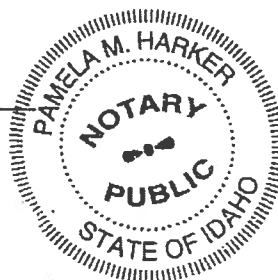
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M Harker

Notary Public

Residing at: Tetonia, Id

My commission expires: 01-31-2013



Dated this 12 day of June, 2007

Entrust of New Mexico, LLC fbo
Sarah L. Powers, IRA #RL001049

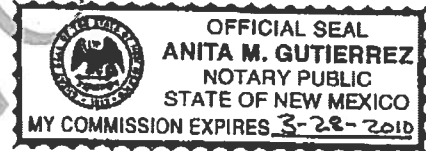
By: [Signature]
It's Member Roger H. Lord

STATE OF New Mexico)
) ss.
COUNTY OF Dona Ana)

On this 12 day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Roger Lord, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company known as Entrust of New Mexico LLC fbo Sarah L. Powers IRA # RL001049, that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Anita M. Gutierrez
Notary Public
Resides at: 1007 2nd St., Las Cruces, NM 88005
My commission expires: 3-28-2010



Dated this 11th day of June, 2007

KPW Holdings LLC

Kirk Wilson
Kirk Wilson, Member

STATE OF Idaho

COUNTY OF Teton

)
) ss.
)

On this 11 day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Kirk Wilson, known to me, on the basis of satisfactory evidence, to be the Member of the Limited Liability Company known as KPW Holding LLC, that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

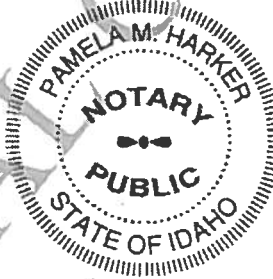
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker

Notary Public

Resides at: Teton, Idaho

My commission expires: 01-31-2013



NOT A LEGAL COPY

Dated this 11 day of June, 2007

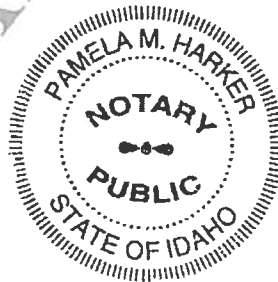
Michael C. Savaso
Michael C. Savaso

Chandra Savaso
Chandra Savaso

STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 11th day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Michael C. Savaso, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.

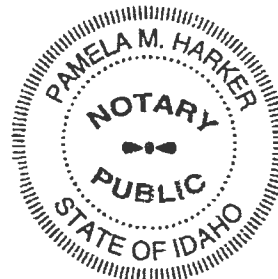
Pamela M. Harker
Notary Public
Residing at: Tetona, id
My commission expires: 01-31-2013



STATE OF IDAHO)
) ss.
COUNTY OF Teton)

On this 11 day of June, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Chandra Savaso, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker
Notary Public
Residing at: Tetona, id
My commission expires: 01-31-2013



Recorded at the Request of:
CHICAGO TITLE INSURANCE CO.
When Recorded, mail to:

186072 MAR 23 07 AM 11:06

This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.

STILLWATER HOLDINGS, LLC
Greg Barlow
c/o 3550 N. Central Ave., Ste. 1025
Phoenix, AZ 85012

Instrument # 186072
TETON COUNTY, IDAHO
2007-03-23 11:06:00 No. of Pages: 3
Recorded for : ALLIANCE TITLE & ESCROW
MARY LOU HANSEN Fee: 9.00
Ex-Officio Recorder Deputy
Index to: DEED, SPECIAL WARRANTY

COURTESY RECORDING
NO TITLE INSURANCE GIVEN

Order No: **2703378A-47**

AFFIDAVIT OF PROPERTY VALUE EXEMPT
PURSUANT TO: ARS § 11-1134 B9

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable consideration, **GNJ PROPERTIES, L.L.C., an Arizona limited liability company**, do hereby convey an undivided 22.18% of its current 33.53% interest to **STILLWATER HOLDINGS, L.L.C., an Idaho limited liability company**, in the following real property situated in Teton County, Idaho, together with all rights and privileges appurtenant thereto, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

SEE EXHIBIT "B" ATTACHED HERETO FOR COMPLETE LIST OF OWNERSHIP PERCENTAGES

And Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters above set forth.

Dated: **March 1, 2007**

GRANTOR:

GNJ PROPERTIES, L.L.C., an Arizona limited liability company

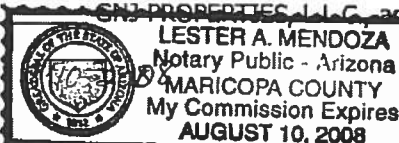
By: _____

Its: **MEMBER**

State of ARIZONA) ss.
County of Maricopa)

This instrument was acknowledged before me this 5TH day of March, 2007 by JEFF D. JENSON,
GNJ PROPERTIES, L.L.C., an Arizona limited liability company.

My commission expires



Lester A. Mendoza
Notary Public

NOTE; The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.

ALLIANCE TITLE & ESCROW CORP INC.
P.O. BOX 644 / 78 N. MAIN STREET
DRIGGS, IDAHO 83422

EXHIBIT "A"
LEGAL DESCRIPTION

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 1: West Half Southeast Quarter; Northeast Quarter Southeast Quarter, and beginning at the East Quarter corner of said section, and running thence North 880 feet, thence West 160 Rods, thence South 880 Feet, thence East 160 rods to the point of beginning.

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 12: Northwest Quarter Northeast Quarter; Also commencing at a point 17.9 rods West of the Southeast corner of the Northeast Quarter Northeast Quarter of said section 12, and running thence West 62.1 rods; thence North 160 rods; thence East 80 rods; thence south 142.1 rods; thence West 17.9 rods; thence South 17.9 rods to the point of beginning.

Less and excepting therefrom; Beginning at the Northeast section corner, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho; thence South 20 18' West 104.35 feet to the true point of beginning, thence South 290.0 feet thence West 600.8 feet; thence North 290.0 feet; thence East 600.8 feet more or less to the true point of beginning.

EXHIBIT "B"
Ownership Percentages After Recording

GNJ PROPERTIES, LLC.	11.35%
Jeff D Jenson	6.08%
James T Powers	6.08%
STILLWATER HOLDINGS, LLC	22.18%
Robert B. Elmer	4.18%
Trevor D Peck and Lanelle A Peck	2.61%
Michael C Savaso and Chandra Savaso	2.61%
RIF Holdings, LLC.	9.64%
KPW Holdings, LLC.	26.12%
Michael Dodson	5.23%
Entrust of New Mexico, LLC FBO (Sally)	2.61%
IGO Investments, LLC	1.31%
Totals	100.00%

180098

RECEIVED

SEP - 1 2006

WARRANTY DEED

TETON CO., ID
CLERK RECORDER

Order No.: 3050614457TD

FOR VALUE RECEIVED

Jay Dell Buxton and Judy C. Buxton, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Instrument # 180098

DRIGGS, TETON, IDAHO

2006-09-01

04:33:49 No. of Pages: 1

Recorded for: ALLIANCE TITLE & ESCROW

NOLAN G. BOYLE

Fee: 2.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

GNJ Properties, L.L.C., 27.33%; Robert B. Elmer, a married person, 4.18%; Trevor D Peck and Lanelle A Peck Husband and Wife, 2.61%; Michael C Savaso and Chandra Savaso, Husband and Wife, 2.61%; RIF Holdings, L.L.C., 9.64%; IGO Investments, L.L.C., 1.31%; Michael Dodson, a married person, 5.23%; KPW Holdings, LLC, 26.12%; Jeff D Jenson, a married person, 9.18%; James T Powers, a married person, 9.18%; Entrust of New Mexico, LLC FBO Sarah L. Powers IRA #RL001049, 2.61%

whose current address is

3550 N. Central Ave. Ste 1025 Phoenix, AZ 85012

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 1: West Half Southeast Quarter; Northeast Quarter Southeast Quarter, and beginning at the East Quarter corner of said section, and running thence North 880 feet, thence West 160 rods, thence South 880 feet, thence East 160 rods to the point of beginning.

Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Section 12: Northwest Quarter Northeast Quarter;

Also commencing at a point 17.9 rods West of the Southeast corner of the Northeast Quarter Northeast Quarter of said Section 12, and running thence West 62.1 rods; thence North 160 rods; thence East 80 rods; thence South 142.1 rods; thence West 17.9 rods; thence South 17.9 rods to the point of beginning.

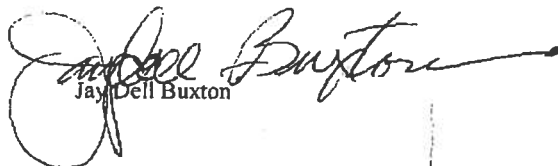
180098

Less and excepting therefrom: Beginning at the Northeast section corner, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho; thence South 20°18' West 104.35 feet to the true point of beginning, thence South 290.0 feet thence West 600.8 feet; thence North 290.0 feet; thence East 600.8 feet more or less to the true point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 8/31/2006


Jay Dell Buxton


Judy C. Buxton

State of Idaho

County of Teton

On this 1 day of September, in the year 2006

RECORDATION REQUESTED BY:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

214874 DEC22'10 11:54

WHEN RECORDED MAIL TO:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

Instrument # 214874

TETON COUNTY, IDAHO
12-22-2010 11:54:00 No. of Pages: 5
Recorded for : JUSTIN R SEAMONS
MARY LOU HANSEN Fee: 22.00
Ex-Officio Recorder Deputy
Index to DEED, WARRANTY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Grantors	Grantees
Jaydell Buxton, <i>also known as</i> Jay Dell Buxton <i>and</i> Judy C. Buxton, <i>also known as</i> Judy Buxton	Mauri Ventures, LLC 2345 North Woodruff Avenue Idaho Falls, ID 83401 <i>and</i> Merril Hoge 105 Stanbery Ridge Fort Thomas, KY 41075

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which the Grantors hereby acknowledge, the Grantors, jointly and severally, hereby grant, convey, and forever transfer:

- a. An undivided 78.0 percent in the Real Property on **EXHIBIT A**, attached hereto, to Mauri Ventures, LLC; and
- b. An undivided 22.0 percent in the Real Property on **EXHIBIT A**, attached hereto, to Merrill Hoge:

AS TENANTS IN COMMON

INCLUDING, WITHOUT LIMITATION, any and all of the Grantors' right, title, and interest therein;

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 2

TOGETHER WITH AND INCLUDING any and all improvements and fixtures that relate or otherwise pertain thereto, any and all appurtenances, tenements, and hereditaments that relate or otherwise pertain thereto, any and all rents, issues, and profits that relate or otherwise pertain thereto, and any and all water, water rights, ditch rights, and irrigation equipment that relate or otherwise pertain thereto;

TO HAVE AND TO HOLD the Real Property unto the Grantees and their successors and assigns forever.

The Grantors hereby represent and covenant that they own the Real Property in fee simple; that their title thereto is good and marketable; that their transfer thereof to the Grantees is rightful; that the Real Property is free and clear of any and all mortgages, deeds of trust, liens, taxes, levies, assessments, and other encumbrances of whatever kind or nature, except for a MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, recorded on April 16, 2009, as Instrument No. 204089, Teton County, Idaho; and that the Grantors will warrant and defend the same from any and all lawful claims whatsoever.

The Grantors hereby acknowledge and agree that they have executed, tendered, and delivered this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE to the Grantees in lieu of the foreclosure of the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, recorded on April 16, 2009, as Instrument No. 204089, Teton County, Idaho; provided, however, the Grantors acknowledge and agree that the Grantees have not released, waived, terminated, or otherwise discharged the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING. In this regard, the Grantors agree that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING does not merge with or into this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE; instead, the Grantors agree that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING survives this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE. Thus, the Grantors hereby acknowledge and agree that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING is valid and enforceable against the Real Property, that the Loan is in full force and effect, and that the Grantees, jointly and severally, have the right to foreclose the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property; provided, however, the Grantors are not liable or otherwise responsible therefor. If the Grantees, jointly and severally, foreclose the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property, the Grantors hereby release, waive, terminate, and forever discharge any and all rights of redemption to the Real Property—that is, any and all rights to redeem the Real Property—including, without limitation, statutory rights of redemption, equitable rights of redemption, and any and all other rights of redemption of whatever kind or nature, including Chapter 4, Title 11, of the Idaho Code.

This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is absolute and unconditional. This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE

Page 3

not a mortgage, security interest, or other form of security against the Real Property of
whatever kind or nature.

(END)

Dated the 20 day of December, 2010.

Jaydell Buxton
Jaydell Buxton, also known as
Jay Dell Buxton

State of Idaho

County of Teton

} ss.

On the 20th day of December, 2010, before me, a Notary Public, personally
appeared Jaydell Buxton, known or identified to me to be the person who executed the
foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly
acknowledged to me that he executed the same.

AMANDA WOOLSTENHULME
NOTARY PUBLIC
STATE OF IDAHO

Amanda Woolstenhulme
Notary Public

Commission expires: 8-31-2015

Residing at: Victor, Id

NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE

Page 4

Dated the 20th day of December, 2010.

Judy Buxton
Judy C. Buxton, also known as
Judy Buxton

State of Idaho)
County of Teton) ss.

On the 20th day of December, 2010, before me, a Notary Public, personally appeared Judy C. Buxton, known or identified to me to be the person who executed the foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly acknowledged to me that she executed the same.

AMANDA WOOLSTENHULME
NOTARY PUBLIC
STATE OF IDAHO

Amanda Woolstenhulme
Notary Public
Commission expires: 8-31-2015
Residing at: Victor, Id

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 5

EXHIBIT A

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 12;
thence S89°59'03"W 1,324.40 feet to a point;
thence N00°17'44"E 1,323.63 feet to a point;
thence N89°59'42"W 1,323.65 feet to a point;
thence N00°19'51"E 1,323.99 feet to a point;
thence S89°58'47"E 1,322.83 feet to a point;
thence N00°16'33"E 1,324.87 feet to a point;
thence S89°58'25"E 1,123.01 feet to a point;
thence S00°01'35"W 198.00 feet to a point;
thence S89°58'25"E 198.00 feet to a point;
thence S00°13'26"W 1,126.86 feet to the East 1/4 corner of said Section 12;
thence N89°58'27"W 437.15 feet to a point;
thence S00°15'48"W 506.00 feet to a point;
thence S89°58'27"E 437.15 feet to a point;
thence S00°15'48"W 2,140.30 feet to the point of beginning.

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

Instrument # 232861

TETON COUNTY, IDAHO

06-26-2014 16:58:30 No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE - DRIGGS

MARY LOU HANSEN

Fee: \$18.00

Ex-Officio Recorder Deputy, Mary Lou Hansen

Index to: DEED, QUIT-CLAIM

AFTER RECORDING MAIL TO:

Zahe M.A. Elabed
2345 North Woodruff Avenue
Idaho Falls, Idaho 83401

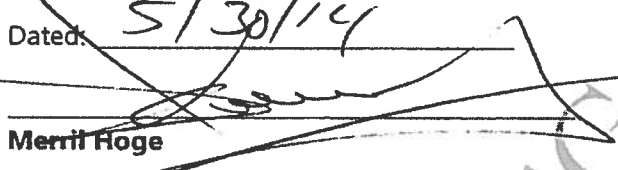
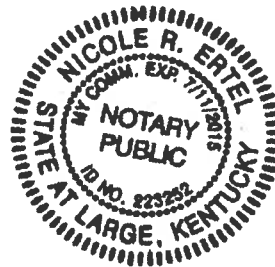
Recorded as an Accommodation
only by First American Title

QUITCLAIM DEED

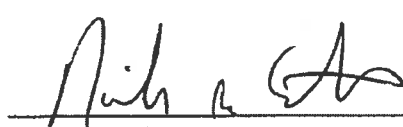
For Value Received, **Merril Hoge**, as to an undivided 22% interest, do(es) hereby convey, release, remise, and forever quit claim unto **Zahe M.A. Elabed**, as to an undivided 22% interest, whose address is **2345 North Woodruff Avenue, Idaho Falls, Idaho 83401**, herein after called the Grantee, the following described premises situated in **Teton County, Idaho**, to-wit:

The land referred to herein is described in the Legal Description attached hereto.

together with its appurtenances.

Dated: 5/30/14
Merril HogeSTATE OF KentuckyCOUNTY OF Campbell)
SS.)

On this 30th day of May, 2014, before me, a Notary Public in and for said State, personally appeared **Merril Hoge**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public

Residing at:

4585 School Section Rd Githi OH 45211

Commission Expires:

7/11/2015

Quitclaim Deed - continued

DISCLAIMER OF INTEREST

I, Michael L. Baker, hereby state and declare the following under oath:

1. Merrill Hoge filed a petition in bankruptcy on July 3, 2012.
2. The Bankruptcy Case No. is 12-21288-tnw, Eastern District of Kentucky.
3. I am the Bankruptcy Trustee in the foregoing case and the representative of the bankruptcy estate of Merrill Hoge.
4. I hereby disclaim, release, and forever waive any and all right, title, and interest of the bankruptcy estate of Merrill Hoge in the premises or real property described herein and attached hereto.
5. Merrill Hoge may hereupon execute this QUITCLAIM DEED and I, for and on behalf of the bankruptcy estate of Merrill Hoge, hereby consent and approve and do not object thereto.

Dated: June 24, 2014

Michael L. Baker Trustee in Bankruptcy
Michael L. Baker, Bankruptcy Trustee

STATE OF KENTUCKY)
)
 COUNTY OF KENTON)
)
 ss.

On this 24 day of JUNE, 2014, before me, a Notary Public in and for said State, personally appeared **Michael L. Baker**, known or identified to me to be the Bankruptcy Trustee in Bankruptcy Case No. 12-21288-tnw, Eastern District of Kentucky, and the representative of the bankruptcy estate of Merrill Hoge, and duly acknowledged to me that he executed the foregoing **DISCLAIMER OF INTEREST** for and on behalf of the bankruptcy estate of Merrill Hoge.

Nancy L. Seale
 Notary Public, ID #423520
 Residing at: KENTUCKY - STATE AT LARGE
 Commission Expires: 7-29-2014

Quitclaim Deed - continued

Exhibit "A"

Real property in the County of Teton, State of Idaho, described as follows:

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

**Commencing at the Southeast corner of said Section 12;
thence S89°59'03"W 1,324.40 feet to a point;
thence N00°17'44"E 1,323.63 feet to a point;
thence N89°59'42"W 1,323.65 feet to a point;
thence N00°19'51"E 1,323.99 feet to a point;
thence S89°58'47"E 1,322.83 feet to a point;
thence N00°16'33"E 1,324.87 feet to a point;
thence S89°58'25"E 1,123.01 feet to a point;
thence S00°01'35"W 198.00 feet to a point;
thence S89°58'25"E 198.00 feet to a point;
thence S00°13'26"W 1,126.86 feet to a point;
thence N89°58'27"W 437.15 feet to a point;
thence S00°15'48"W 506.00 feet to a point;
thence S89°58'27"E 437.15 feet to a point;
thence S00°15'48"W 2,140.30 feet to the point of beginning.**

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

Instrument # 232862

TETON COUNTY, IDAHO
06-26-2014 16:58:30 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$13.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, QUIT-CLAIM

AFTER RECORDING MAIL TO:

Mauri Ventures, LLC
2345 N Woodruff
Idaho Falls, Idaho 83401

Recorded as an Accommodation
only by First American Title

QUITCLAIM DEED

For Value Received, **Zahe M.A. Elabed and Rasha Y. Elabed, husband and wife, as to an undivided 22% interest**, do(es) hereby convey, release, remise, and forever quit claim unto **Mauri Ventures, LLC, as to an undivided 22% interest**, whose address is **2345 N Woodruff, Idaho Falls, Idaho 83401**, herein after called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

The land referred to herein is described in the Legal Description attached hereto.

together with its appurtenances.

By: [Signature]
Zahe M.A. Elabed

By: [Signature]
Rasha Y. Elabed

STATE OF Idaho)
COUNTY OF Bonneville)
ss.

On this 25 day of June, 2014, before me, a Notary Public in and for said State, personally appeared **Zahe M.A. Elabed and Rasha Y. Elabed**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public of
Residing at: Bonneville County
Commission Expires: 11/23/19

Quitclaim Deed - continued

Exhibit "A"

Real property in the County of Teton, State of Idaho, described as follows:

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

**Commencing at the Southeast corner of said Section 12;
thence S89°59'03"W 1,324.40 feet to a point;
thence N00°17'44"E 1,323.63 feet to a point;
thence N89°59'42"W 1,323.65 feet to a point;
thence N00°19'51"E 1,323.99 feet to a point;
thence S89°58'47"E 1,322.83 feet to a point;
thence N00°16'33"E 1,324.87 feet to a point;
thence S89°58'25"E 1,123.01 feet to a point;
thence S00°01'35"W 198.00 feet to a point;
thence S89°58'25"E 198.00 feet to a point;
thence S00°13'26"W 1,126.86 feet to the East 1/4 corner of said Section 12;
thence N89°58'27"W 437.15 feet to a point;
thence S00°15'48"W 506.00 feet to a point;
thence S89°58'27"E 437.15 feet to a point;
thence S00°15'48"W 2,140.30 feet to the point of beginning.**

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

First American Title Company

492508-T

When recorded, please return to:

Sunrain Varieties LLC
Attention: Jeremy Ladle
1210 Pier View Drive
Idaho Falls, Idaho 83402

Instrument # 232906

TETON COUNTY, IDAHO
07-01-2014 15:56:20 No. of Pages: 11
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$40.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MAURI VENTURES, LLC, an Idaho limited liability company, whose current address is: 2345 N Woodruff, Idaho Falls, ID 83406 (hereinafter referred to as the "Grantor"), hereby grants, bargains, sells, and conveys unto SUNRAIN VARIETIES LLC, a Delaware limited liability company, whose address is 5466 West 49th South, Idaho Falls, Idaho 83402 (hereinafter referred to as the "Grantee"), the following described real property, located in Teton County, Idaho, to wit (hereinafter referred to as the "Property"):

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

TOGETHER WITH all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO: (a) general taxes for the current year not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) the easements, restrictions and conditions set forth on Exhibit B to this General Warranty Deed attached hereto and incorporated herein (the items listed in (a) and (b) are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that (i) Grantor lawfully owns fee simple title to the Property and has the right to immediate possession of the Property, (ii) Grantor has a good right to convey the Property; (iii) the Property is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; (iv) Grantor shall and will warrant and defend the quiet and peaceful possession of said Property by Grantee, its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein; and (v) Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Property that may be reasonably required.

GENERAL WARRANTY DEED

Witness the hand of said Grantor this 1 day of July, 2014.

GRANTOR:

MAURI VENTURES, LLC, an Idaho limited liability company

By: [Signature]
 Name: K. Jayce Howell
 Its: Managing Member

State of Idaho)
) S.S.
 County of Bernham

On this 1st day of July, in the year of 2014, before me, Sandra Lynn Boyle, an Idaho notary public, personally appeared K. Jayce Howell, known or identified to me to be the manager or a member of the limited liability company that executed the 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.

Sandra Lynn Boyle
 Notary Public for Idaho
 Residing at: Idaho Falls
 Commission Expires: 3-26-2016

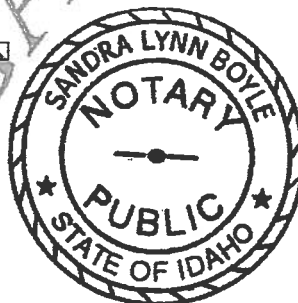


EXHIBIT A to General Warranty Deed**Description of the Property****TRACT 1 (BURNSIDE/FURNISS)****PARCEL 1**

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 61.28 rods, more or less;

Thence North 55.7 rods;

Thence East 61.28 rods, more or less, to the place of beginning.

Less: Beginning at a point 57.2 rods South, and 30.64 rods West from the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 30.64 rods;

Thence North 55.7 rods;

Thence East 30.64 rods to the point of beginning.

Parcel 2

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;

Thence West 30.64 rods;

Thence North 57.2 rods;

Thence East 30.64 rods to the point of beginning.

TRACT 2 (NEIL FURNISS)

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 160 rods more or less, thence North 55.7 rods, thence East 160 rods more or less to the place of beginning.

Less: Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 55.7 rods, thence West 61.28 rods more or less, thence North 55.7 rods, thence East 61.28 rods more or less to the place of beginning.

TRACT 3 (FURNISS)

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57 and 2/10 (57.2) rods, thence West 160 rods, more or less, thence North 57.2 rods, thence East 160 rods, more or less to the place of beginning; less the road right of way.

Also: Beginning at a point 57.2 rods South and 30.64 rods West from the NE Corner of the NW

Quarter of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 30.64 rods, thence North 55.7 rods, thence East 30.64 rods to the point of beginning.

Less: Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57.2 rods, thence West 30.64 rods, thence North 57.2 rods, thence East 30.64 rods to the point of beginning.

Less: beginning at the NW Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 57.2 rods, thence East 67.13 rods, thence North 57.2 rods, thence West 67.13 rods to the place of beginning.

TRACT 4 (BURNSIDE 2)

Beginning at the NW corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;
Thence East 67.13 rods;
Thence North 57.2 rods; and
Thence West 67.13 rods to the place of beginning.
Less the road right of way.

TRACT 5 (STILLWATER HOLDINGS)

The SW1/4 SW1/4 SE1/4, The E1/2 SW1/4 SE1/4, The SE1/4 SE1/4 of Section 1, the NW1/4 NE1/4, and part of the NE1/4 NE1/4 of Section 12, all within Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 1,
Thence S 00°13'27"W, 1029.51 feet to a point;
Thence N 89°58'25"W, 295.35 feet to a point;
Thence S 00°13'27"W, 295.35 feet to a point;
Thence N 89°58'25"W, 2348.04 feet to a point;
Thence N 00°19'42"E, 1324.90 feet to a point;
Thence N 00°13'04"E, 661.80 feet to a point;
Thence S 89°56'44"E, 660.15 feet to a point;
Thence N 00°12'32"E, 661.49 feet to a point;
Thence S 89°55'05"E, 1980.13 feet to a point;
Thence S 00°10'58"W, 1321.07 feet to the point of beginning.

Less Deed # 150619 described as follows: Part of the NE1/4 NE1/4 of Section 12, Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:
From the Northeast corner of Section 12, S 20°00'41"W, 105.84 feet to the point of beginning;
Thence S 00°00'31"W, 289.88 feet (South, 290.00 feet);
Thence N 89°56'50"W, 600.94 feet (West, 600.80 feet);
Thence N 00°03'16"E, 289.71 feet (North, 290.00 feet);
Thence S 89°57'48"E, 600.71 feet (East, 600.80 feet) to the point of beginning.

TRACT 6 (BUXTON)

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 12;

thence S89°59'03"W 1,324.40 feet to a point;
 thence N00°17'44"E 1,323.63 feet to a point;
 thence N89°59'42"W 1,323.65 feet to a point;
 thence N00°19'51"E 1,323.99 feet to a point;
 thence S89°58'47"E 1,322.83 feet to a point;
 thence N00°16'33"E 1,324.87 feet to a point;
 thence S89°58'25"E 1,123.01 feet to a point;
 thence S00°01'35"W 198.00 feet to a point;
 thence S89°58'25"E 198.00 feet to a point;
 thence S00° 13'26"W 1,126.86 feet to the East 1/4 corner of said Section 12;
 thence N89°58'27"W 437.15 feet to a point;
 thence S00°15'48"W 506.00 feet to a point;
 thence S89°58'27"E 437.15 feet to a point;
 thence S00°15'48"W 2,140.30 feet to the point of beginning.

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

TRACT 7 (MAHOGANY CREEK)

A part of the N1/2 of Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the East Quarter corner of said Section 13,
 thence S89°53'37"W 2,636.07 feet along the South line of the NE1/4 to the center quarter corner of said section; thence S89°53'37"W 76.78 feet to a point; thence N16°18'54"W 136.99 feet to a point; thence N84°52'00"E 561.95 feet to a point; thence N01°18'00"W 664.00 feet to a point; thence N73°47'00"E 160.00 feet to a point; thence N18°00'00"E 66.00 feet to a point; thence N03°30'00"W 73.00 feet to a point; thence N04°47'00"E 60.00 feet to a point; thence S62°27'35"W 20.00 feet to a point; thence N01° 12'09"E 131.57 feet to a point; thence N12°35'51"E 30.55 feet to a point; thence N89°59'04"E 278.34 feet to a point; thence N00°01'28"W 742.50 feet to a point; thence N89°39'04"E 1,771.15 feet to the Section line; thence S00°15'04"W 1,986.15 feet to the point of beginning.

Also; The North Half of the Southeast Quarter (N1/2SE1/4), the Northeast Quarter Southwest Quarter (NE1/4SW1/4), the North Half Southeast Quarter Southeast Quarter (N1/2SE1/4SE1/4) all in Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Subject to an Existing County Road and Utility Easement along the Eastern Property Boundary.

TRACT 8 (FOSTER)

Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho:

SE1/4SW1/4; SW1/4SE1/4; S1/2SE1/4SE1/4; also

Beginning at the Southeast corner of Section 13, Township 4 North, Range 44 East, Boise Meridian, and running thence South 5 rods (82.5 feet); thence West 80 rods (1,320.00 feet); thence North 5 rods; thence East 80 rods to the place of beginning, being a portion of the NE1/4NE1/4 of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County Idaho.

TRACT 9 (ZOHNER)

The Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County, Idaho, and Government Lots 1, 2, and the North Half of the North Half of Government Lot 3, Section 19, Township 4 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Northwest corner of Section 19,
 Thence South 89°58'27" East 1,324.41 feet along the North line of said Section 19 to a point;
 Thence South 00°08'34" West 2,649.04 feet to a point;
 Thence South 00°16'32" West 331.85 feet to a point;
 Thence North 89°53'19" West 1,330.26 feet to a point;
 Thence North 00°30'21" East 332.03 feet to the West quarter corner of said Section 19;
 Thence North 00°14'26" East 1,323.45 feet to a point;
 Thence North 89°38'14" West 1,312.26 feet to a point;
 Thence North 00°15'49" East 1,238.50 feet to a point;
 Thence South 89°44'05" East 1,311.76 feet to a point;
 Thence North 00°14'26" East 82.72 feet to the Point of Beginning.

Subject to a 30.0 foot county road and utility easement along the Northern boundary of said property.

TRACT 10 (BUXTON/HIBBERT)**PARCEL 1**

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Seven (7), Township Four (4) North, Range Forty Five (45) East, Boise Meridian, Teton County, Idaho.

PARCEL 2

Lots One and Two: (The West half of the Northwest Quarter) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

EXCEPTING therefrom the following parcel, which was the former Bates school and described as follows: Beginning at a point 50 rods North of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 17 rods, thence North 14 rods, thence West 17 rods, thence South 14 rods to the place of beginning.

EXHIBIT A TO GENERAL WARRANTY DEED

LESS AND EXCEPTING therefrom the following parcel:

The N1/2 of Lot 1 (NW1/4 NW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

PARCEL 3

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO: Beginning at the NE corner of Lot 3, Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running South 2 rods, West 80 rods, North 2 rods, East 80 rods to the point of beginning.

PARCEL 4

Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

LESS the following: Beginning at the Southwest corner of the SE1/4SW1/4 Section, Township, and Range, aforesaid and running thence North 209 feet, thence East 209 feet; thence South 209 feet; and thence West 209 feet to the point of beginning.

PARCEL 5

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 7: Southwest Quarter Southeast Quarter.

PARCEL 6

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho. Section 18: Northwest Quarter Northwest Quarter.

LESS: Commencing at a point 1 rod South and 2 rods East of the Northwest corner of the Northwest Quarter of said Section 18; thence East 16 rods; thence South 16 rods; thence West 16 rods; thence North 16 rods to the point of beginning.

ALSO LESS: A part of the Southwest Quarter Northwest Quarter Northwest Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southwest corner of the Northwest Quarter Northwest Quarter of said Section 18 and running South 89°48'33" East, 260.00 feet along the South line of the Northwest Quarter Northwest Quarter to a point; thence North 00°15'06" West, 360.00 feet to a point; thence North 89°48'33" West, 260.00 feet to a point on the Section line; thence South 00°15'06" West, 360.00 feet along the West section line to the point of beginning.

PARCEL 7

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: East Half Northwest Quarter.

PARCEL 8

EXHIBIT A TO GENERAL WARRANTY DEED

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: Northeast Quarter;

LESS: A part of the Northeast Quarter Northeast Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Northeast corner of said Section 18, the true point of beginning; thence South $00^{\circ}25'08''$ West, 330.00 feet along the section line to a point; thence North $89^{\circ}50'25''$ West, 330.00 feet to a point; thence North $00^{\circ}25'08''$ East, 330.00 feet to a point on the North section line of said Section 18; thence South $89^{\circ}50'25''$ East, 330.00 feet along the Section line to the true point of beginning.

EXHIBIT B to General Warranty Deed

Permitted Exceptions to the Fourth Commitment for Title Insurance dated June 26, 2014
("Title Commitment") issued by First American Title Company File No. 492508-T

1. Standard printed exceptions appearing in the Title Commitment as Exception Nos. 1 through 6. (Affecting all Tracts).
2. Existing County Roads (Exception No. 7 affecting all Tracts).
3. Existing rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions Idaho Code § 58-604. (Exception No. 8 affecting all Tracts).
4. Reservation in United States Patent, recorded December 27, 1921 in Book 45, Page 352. (Exception Nos. 10, 14, 17 and 20; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
5. Existing County Road Right of Way (Exception Nos. 11, 15, 18 and 21; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
6. Reservations in United States Patent, recorded December 5, 1912 in Book 7, Page 16 and 17. (Exception No. 24 affecting Tract 5).
7. Reservation of oil and mineral rights retained in the warranty deed recorded February 27, 1979 as Instrument No. 82870. (Exception No. 25 affecting Tract 5).
8. Terms of the agreement for electrical services, recorded August 1, 1980 as Instrument No. 85900, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 26 affecting Tract 5).
9. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded August 27, 2009 as Instrument No. 206702. (Exception No. 28 affecting Tract 5).
10. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded August 27, 2009 as Instrument No. 206703. (Exception No. 29 affecting Tract 5).
11. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230259, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 32 and 40; affecting Tracts 5 and 6).
12. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230282, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 33 and 41; affecting Tracts 5 and 6).

13. Terms of the Grant of Easement and Joint Use Agreement recorded June 19, 1984 as Instrument No. 94987. (Exception Nos. 35 and 62; affecting Tract 6 and Tract 10, Parcels 1, 2 and 3).
14. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 21, 2008 as Instrument No. 195574. (Exception No. 36 affecting Tract 6).
15. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded February 21, 2008 as Instrument No. 195575. (Exception No. 37 affecting Tract 6).
16. Reservations in United States Patent, recorded May 10, 1911 in Book 7, Page 2 and June 28, 1911 in Book 7 Page 4. (Exception No. 43 affecting Tract 7).
17. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded July 19, 2007 as Instrument No. 189547. (Exception No. 45 affecting Tract 7).
18. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded July 19, 2007 as Instrument No. 189550. (Exception No. 46 affecting Tract 7).
19. Electric line right-of-way easement recorded July 2, 1997 as Instrument No. 127577. (Exception No. 49 affecting Tract 8).
20. Terms of the agreement for electrical services, recorded July 2, 1997 as Instrument No. 127593, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 50 affecting Tract 8).
21. The Easement for Road recorded September 11, 1995 as Instrument No. 121261. (Exception No. 53 affecting Tract 9).
22. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded March 8, 2007 as Instrument No. 185731 and October 9, 2007 as Instrument No. 192214. (Exception No. 54 affecting Tract 9).
23. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 9, 2007 as Instrument No. 192212. (Exception No. 55 affecting Tract 9).
24. Reservations in United States Patent, recorded February 5, 1914 in Book 6, Page 457. (Exception No. 58 affecting Tract 10, Parcel 3).
25. Reservations in United States Patent, recorded January 26, 1916 in Book 7, Page 313. (Exception No. 59 affecting Tract 10, Parcels 4, 5 and 7).

26. Reservations in United States Patent, recorded March 16, 1914 in Book 7, Page 460. (Exception No. 60 affecting Tract 10, Parcel 8).
27. Reservation of mineral rights 73369 pursuant to Idaho Code §§ 47-701 and 47-710A contained in the deed from the State of Idaho recorded October 12, 1973 as Instrument No. 73369. (Exception No. 61 affecting Tract 10 Parcel 8).
28. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded October 24, 2000 as Instrument No. 139920. (Exception No. 63 affecting Tract 10, Parcel 6).
29. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 24, 2000 as Instrument No. 139922. (Exception No. 64 affecting Tract 10, Parcel 6).
30. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded May 21, 2003 as Instrument No. 154934. (Exception No. 65 affecting Tract 10, Parcel 8).
31. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 28, 2007 as Instrument No. 185393. (Exception No. 66 affecting Tract 10, Parcel 2).
32. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the Decree of Quiet Title recorded May 18, 2012 as Instrument No. 222178. (Exception No. 67 affecting Tract 10, Parcel 2).
33. Terms of the agreement for electrical services, recorded July 2, 2013 as Instrument No. 228471, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 68).

All above-identified instruments were recorded in Teton County, Idaho.

When recorded, please return to:

Sunrain Varieties LLC
Attention: Jeremy Ladle
1210 Pier View Drive
Idaho Falls, Idaho 83402

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, KRIS TAYLOR FARMS, INC., an Idaho corporation, whose current address is: 7219 N 35th W, Idaho Falls, ID 83402 (hereinafter referred to as the "Grantor"), hereby grants, bargains, sells, and conveys unto SUNRAIN VARIETIES LLC, a Delaware limited liability company, whose address is 5466 West 49th South, Idaho Falls, Idaho 83402 (hereinafter referred to as the "Grantee"), the following described real property, located in Teton County, Idaho, to wit (hereinafter referred to as the "Property"):

Part of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the East Quarter corner of said Section 12, thence South 00°15.48. West, 506.00 feet along the section line to a point; thence North 89°58.27. West, 437.15 feet to a point; thence North 00°15.48. East, 506.00 feet to a point; thence South 89°58.27. East, 437.15 feet to the Point of Beginning.

SUBJECT TO a County Road and Utility Easement along the Eastern property boundary.

TOGETHER WITH all water and water rights, ditch or irrigation company shares (a list of which is set forth on Exhibit A to this General Warranty Deed attached hereto and incorporated herein), streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO: (a) general taxes for the current year not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) the easements, restrictions and conditions set forth on Exhibit B to this General Warranty Deed attached hereto and incorporated herein (the items listed in (a) and (b) are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that (i) Grantor lawfully owns fee simple title to the Property and has the right to immediate possession of the Property, (ii) Grantor has a good right to convey the Property; (iii) the Property is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; (iv) Grantor shall and will warrant and defend the quiet and peaceful possession of said Property by Grantee, its successors and assigns forever, against all other

GENERAL WARRANTY DEED

claims whatsoever except as excluded or excepted herein; and (v) Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Property that may be reasonably required.

Witness the hand of said Grantor this 2 day of July, 2014.

GRANTOR:

KRIS TAYLOR FARMS, INC., an Idaho corporation

By:

Name:

Its:

Kris Taylor
Owner

STATE OF IDAHO)

COUNTY OF Bonneville)

ss.

On this 1st day of July, in the year of 2014, before me Melissa Miller, an Idaho notary public, personally appeared Kristopher Carl Taylor known or identified to me to be the president, vice-president, secretary, or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

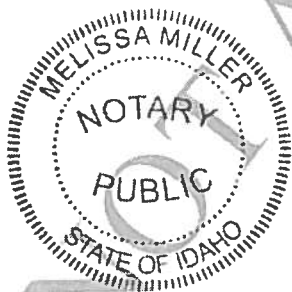
Melissa Miller

Notary Public for Idaho

Residing at Edaho Falls

Commission Expires: May 20, 2019

(Seal)



GENERAL WARRANTY DEED

EXHIBIT A To General Warranty Deed**Nonexclusive list of Water Rights**

Grantor grants all water and water rights, ditch or irrigation company shares, appurtenant to the Property specifically including that portion of any and all water rights owned by the Grantor appurtenant to the Property, including, but not limited to, Water Right No. 22-11709.

NOT A LEGAL COPY

EXHIBIT A TO GENERAL WARRANTY DEED

EXHIBIT B To General Warranty Deed

Permitted Exceptions to First Commitment for Title Insurance dated January 27, 2014
First American Title Company File No. 495635-T

1. Standard printed exceptions appearing in the Title Commitment as Exception Nos. 1 through 6.
2. Existing County Roads. (Exception No. 7).
3. Existing rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions Idaho Code § 58-604. (Exception No. 8).
4. Terms of the Grant of Easement and Joint Use Agreement recorded June 19, 1984 as Instrument No. 94987. (Exception No. 10).
5. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 21, 2008 as Instrument No. 195574. (Exception No. 11).
6. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded February 21, 2008 as Instrument No. 195576. (Exception No. 12).
7. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230259, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 13).
8. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230282, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 14).

All above-identified instruments were recorded in Teton County, Idaho.

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:199792

FOR VALUE RECEIVED

Jay Dell Buxton and Judy Buxton, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kris Taylor Farms, Inc.

whose current address is

**7219 North 35 West
Idaho Falls, ID 83402**

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

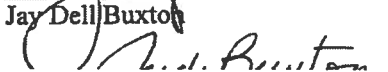
Part of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the East Quarter corner of said Section 12, thence South 00°15'48" West, 506.00 feet along the section line to a point; thence North 89°58'27" West, 437.15 feet to a point; thence North 00°15'48" East, 506.00 feet to a point; thence South 89°58'27" East, 437.15 feet to the Point of Beginning

SUBJECT TO a County Road and Utility Easement along the Eastern property boundary.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

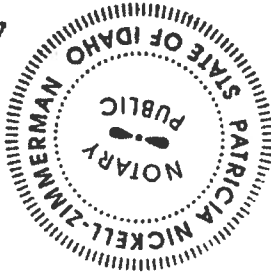
Dated: July 29, 2013


Jay Dell Buxton


State of Idaho } ss
County of Teton }

On this 29 day of July, 2013, before me, Undersigned, a Notary Public in and for said state, personally appeared Jay Dell Buxton and Judy Buxton, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia Nickell-Zimmerman
Undersigned
Notary Public for the State of Idaho
Residing at: _____ Tetonla, ID
Commission Expires: _____ 09/26/2017



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