Form 42-248(6) 2/14

RECEIVED
OCT 20 2014
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
34-10164 OK	34-14019 OK	34-10166 OK	
34-00766 OK	34-00363 OK	34-12401 OK	
34-00755 OK	34-00760 OK	34-12402 OK	
34-00757 OK	34-00764 OK	34-10167 OK	
34-00758 OK	34-00364 OK	34-10171 OK	

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

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

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

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

   Metropolitan Life Insurance Company
   10801 Mastin Street, Suite 930
   Overland Park, KS 66210
   Attn: Director
   Phone 913-661-2249
   Email: mwilson4@metlife.com

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

5. Expiration Date of Notification Period January 15, 2040

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

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

   Title, if applicable _____

SUPPORT DATA
IN FILE # 34-363

For Office Use Only

Receipted by JB Date 10/20/2014 Receipt No. E040349 Fee $375.-

Processed by AJ Date _____ WR JB Date 11/3/2014

SCANNED
NOV 06 2014

(9)

Instrument # 249492
CHALLIS, CUSTER, IDAHO
10-15-2014 03:53:11 No. of Pages: 11
Recorded for: AMERITITLE KETCHUM
BARBARA C. TIERNEY Fee: $40.00
Ex-Officio Recorder Deputy: BC

After recording, return to:

STOEL RIVES LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attn: Virginia M. Pedreira

Loan No. 175508 & 197072

AMT #14914AM | CCT #10877

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO FIRST MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

(Custer County, Idaho)

THIS FIRST AMENDMENT TO FIRST MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "**Amendment**") is made and entered into as of October 14, 2014 (the "**Effective Date**"), by and between HERBERT HAL WHITWORTH (a/k/a Herbert H. Whitworth, Jr.) and TERESA LYNN WHITWORTH (a/k/a Teresa L Whitworth), husband and wife ("**Whitworth**") and THE HERBERT H. WHITWORTH, LLC, an Idaho limited liability company (together with Whitworth, "**Mortgagor**"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Mortgagee**").

RECITALS

A. Mortgagor granted to Mortgagee that certain First Mortgage, Security Agreement and Assignment of Rents, dated as of April 30, 2003 (the "**Mortgage**"), and recorded in the Official Records of Custer County, Idaho, on May 9, 2003, as Document No. 226974, encumbering certain real property located in said State and County, as more particularly described on Exhibit A attached hereto, and certain personal property as more particularly described in the Mortgage (collectively, the "**Property**"), securing the Secured Obligations as defined in Section 1.02 thereof, in connection with Mortgagee's loan no. 175508 (the "**Loan**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Mortgage.

B. Mortgagee has also agreed to make the following loans to Mortgagor: (i) its loan no. 197072 (the "**197072 Loan**") to Mortgagor, which loan is evidenced by that certain Promissory Note dated of even date herewith made by Mortgagor and payable to the order of Lender, in the original principal amount of $577,488.83 (the "**197072 Note**"), and that certain

Loan Agreement dated as of even date herewith executed in connection with the 197072 Loan (the "**197072 Loan Agreement**"), and (ii) its loan no. 197076 (the "**197076 Loan**" and together with the 197072 Loan, the "**Additional Loans**") to Mortgagor, which loan is evidenced by that certain Promissory Note dated as of ~~August~~ December 14, 2014 made by Whitworth and Whitworth Thousand Springs, LLC, an Idaho limited liability company ("**Thousand Springs**"), payable to the order of Mortgagee in the original principal amount of $450,000.00 (the "**197076 Note**" together with the 197072 Note, the "**Additional Notes**"), and that certain Loan Agreement dated as of even date herewith executed in connection with the 197076 Loan (the "**197076 Loan Agreement**" and together with the 197072 Loan Agreement, the "**Additional Loan Agreements**"), and secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated of even date herewith, executed by Whitworth and Thousand Springs to Mortgagee encumbering certain real and personal property as more particularly described therein.

C. Mortgagor and the Mortgagee desire to amend the Mortgage to provide that (i) the Mortgage shall secure the 197072 Note, and all obligations under the 197072 Loan, (ii) that a default under the 197076 Loan or the 197076 Mortgage shall constitute a default under this Mortgage.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

AGREEMENT

1. Confirmation of Loan. The Mortgage and the other Loan Instruments (as defined in the Mortgage) in connection with the Loan are hereby confirmed by Mortgagor as being in full force and effect and Mortgagor acknowledges that it has no defenses or offsets to any of its obligations thereunder and that Mortgagee has performed all of its obligations to this date.

2. Obligations Secured. In addition to the obligations expressly secured by the Mortgage, the Mortgage shall and is hereby granted to secure the Additional Notes and the Additional Loan Agreements, and all debts evidenced by all renewals, extensions, modifications, substitutions and consolidations of the Additional Notes and for such purpose, and with respect to the Mortgage, the Borrower hereby irrevocably transfers, grants, bargains, sells, conveys, assigns, warrants and mortgages the Property to Mortgagee and its successors and assigns, to secure all of the obligations evidenced by the Additional Notes and the Additional Loan Agreements, and the Mortgage may be foreclosed in the Event of Default thereunder that is not fully cured within any applicable cure period expressly provided thereby.

3. Amendment to Mortgage. The Mortgage is hereby amended in the following manner, effective as of the Effective Date:

3.1 Default. In addition to the Events of Default defined under Section 4.01 of the Mortgage, each of the following shall constitute an Event of Default under the Mortgage, entitling Mortgagee to exercise all remedies provided in the Mortgage or otherwise available:

(a) Failure of any Mortgagor to pay any payment or amount (including any prepayment premium or late charge) under the Additional Notes as and when due.

(b) The commencement by any Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against any Mortgagor in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by any Mortgagor to the appointment of a receiver, trustee, or custodian of such Mortgagor or of any of such Mortgagor's property; an assignment for the benefit of creditors by any Mortgagor; the making or suffering by any Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by any Mortgagor of any of its property in fraud of creditors; the making or suffering by any Mortgagor of a voidable preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property of any Mortgagor which is not discharged or bonded in the manner permitted by Section 4.01 of the Mortgage.

(c) The occurrence of a default or event of default under the Additional Loan Agreements, the 197076 Mortgage or any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument executed by one or more Mortgagor and securing the Additional Notes.

4. No Subordination. This Amendment does not constitute nor is it intended to be or create a subordination of the lien of the Mortgage to any other lien on or interest in the property encumbered thereby whether created or recorded before or after the Mortgage.

5. Reaffirmation. Except as expressly set forth herein, the Mortgage shall remain unmodified and in full force and effect, and Mortgagor hereby affirms and reaffirms, as applicable, each and every of the terms and provisions of the Mortgage, as originally set forth therein, as to the real and personal property encumbered by the lien of the Mortgage, as amended hereby.

6. Construction. This Amendment shall be construed in accordance with the law of the State of Idaho (excluding choice-of-law principles). The terms of this Amendment have been mutually negotiated with each party having the opportunity to seek the advice of legal

counsel and shall not be construed against any party. The headings in this Amendment are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Amendment is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Amendment are thereby significantly impaired. All sums referred to in this Amendment shall be calculated by and payable in the lawful currency of the United States.

7. Entire Agreement. No amendments, variations, waivers, modifications or changes to this Amendment shall be effective unless in writing and signed by the Mortgagee and the Mortgagor subsequent to the date hereof.

8. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Amendment may be attached to one copy to form one complete document.

(Signatures appear on the following page)

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

MORTGAGOR:

HERBERT HAL WHITWORTH

TERESA LYNN WHITWORTH

THE HERBERT H. WHITWORTH, LLC,
an Idaho limited liability company

By: _____
Sharon Whitworth
Its Manager

By: _____
Herbert Hal Whitworth
Its Manager

MORTGAGEE:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: _____
Printed Name: Michael A. Wilson
Title: Director

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared HERBERT HAL WHITWORTH, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO PUBLIC NOTARY F. PAIGE MCALLISTER

F. Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/31/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared TERESA LYNN WHITWORTH, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO PUBLIC NOTARY F. PAIGE MCALLISTER

F. Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/31/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared SHARON WHITWORTH, known or identified to me, to be the Manager of THE HERBERT H. WHITWORTH, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

F Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/31/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared HERBERT HAL WHITWORTH, known or identified to me, to be the Manager of THE HERBERT H. WHITWORTH, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

F Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/31/19

State of KANSAS)
)
County of JOHNSON)

On OCTOBER 7, 2014, before me, the undersigned Notary Public, personally appeared MICHAEL A WILSON, the DIRECTOR of Metropolitan Life Insurance Company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Regina C Jacobs

My commission expires: 11/4/17

REGINA C. JACOBS
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 11/4/17

EXHIBIT A

Legal Description:

Real property in the unincorporated area of the County of Custer, State of Idaho, described as follows:

TRACT I

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 2: SW¼NW¼SW¼, S½SW¼, E½NE¼SW¼
SECTION 3: NE¼NW¼ (LOT 3), NE¼SW¼, W½NW¼NE¼ (LOT 2), N½SE¼, SE¼SE¼ NW¼NW¼ (LOT 4), SW¼NW¼,
SECTION 4: N½NE¼ (LOTS 1 AND 2), NE¼NW¼ (LOT 3)

TOWNSHIP 9 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 33: SE¼NE¼, NE¼SE¼, NW¼SE¼, SE¼SE¼, SW¼SE¼

TRACT II

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 2: E½NW¼NW¼, SW¼NW¼, W½NE¼SW¼, E½NW¼SW¼, NW¼NW¼SW¼
SECTION 3: SE¼NW¼, S½NE¼

TRACT III

TOWNSHIP 9 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 34: NW¼SW¼, W½NE¼SW¼, SE¼SW¼

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 3: E½NW¼NE¼, NE¼NE¼

SECTION 2: W½NW¼NW¼,

EXCEPTING THEREFROM:
Part of Sections 2, 3 and 4 Township 8 North, Range 22 East, Boise Meridian, Custer County, Idaho, described as:

Commencing at the SE corner of Section 3; thence North 00°32'12" West 1313.40 feet along the East line of Section 3 to the SE corner of the NE¼SE¼, and the Point of Beginning, thence South 88°58'32" West, 2590.53 feet to the SW corner of the NW¼SE¼; thence South 89°47'27" West, 1345.10 feet to the SW corner of the NE¼SW¼; thence North 00°52'37" West, 1322.71

feet to the NW corner of the NE¼SW¼; thence South 89°23'23" West, 1336.57 feet to the West 1/4 corner of Section 3; thence in Section 4 South 89°53'36" West, 1324.92 feet to the SW corner of the SE¼NE¼; thence North 00°36'11" West 809.88 feet along the West line of the SE¼NE¼ to the centerline of the Big Lost River; thence along said centerline the following (9) nine courses (1) South 88°06'08" East 454.07 feet; thence (2) North 66°12'34" East, 333.45 feet; thence (3) South 83°10'56" East 910.31 feet; thence (4) South 46°50'34" East 233.31 feet; thence (5) South 33°32'56" East 293.63 feet; thence (6) South 66°37'39" East 200.83 feet; thence (7) South 83°09'37" East 298.09 feet; thence (8) South 69°07'56" East 333.37 feet; thence (9) South 61°25'38" East 338.50 feet to a point on the North line of the NE¼SW¼ of Section 3; thence North 89°23'23" East 144.24 feet along said North line to the North bank of The Big Lost River; thence along said North bank the following (14) fourteen courses; thence (1) South 47°29'18" East 38.44 feet; thence (2) South 71°55'12" East 51.31 feet; thence (3) South 89°10'05" East 200.14 feet; thence (4) South 76°11'19" East 107.93 feet; thence (5) North 81°24'52" East 81.73 feet; thence (6) South 68°52'43" East 131.84 feet; thence (7) South 48°25'07" East 70.67 feet; thence (8) South 73°22'46" East 207.70 feet; thence (9) North 85°52'09" East 169.20 feet; thence (10) North 84°58'55" East 110.90 feet; thence (11) North 69°22'23" East 91.72 feet; thence (12) North 55°50'45" East 158.49 feet; thence (13) North 46°57'54" East 50.22 feet; thence (14) North 29°27'21" East 57.01 feet to a point on the North line of the NW¼SE¼ of Section 3; thence North 89°23'23" East 242.65 feet along said North line to the South bank of The Big Lost River, thence along said South bank the following (5) five courses; thence (1) North 41°05'05" East 30.75 feet; thence (2) North 46°45'26" East 87.06 feet; thence (3) North 71°01'12" East 21.64 feet; thence (4) South 81°59'17" East 169.24 feet; thence (5) South 62°48'31" East 135.87 feet to a point on the North line of the NW¼SE¼ Section 3; thence North 89°23'23" East 1139.38 feet along the North line of the South ½ of Section 3 to the centerline of The Big Lost River; thence along said centerline the following (13) thirteen courses (1) South 53°41'05" East 264.08 feet to a point on the East line of Section 3; thence in Section 2 (2) South 53°41'05" East 44.90 feet; thence (3) South 57°42'52" East 114.11 feet; thence (4) South 65°03'24" East 477.30 feet; thence (5) South 62°05'18" East 110.29 feet; thence (6) South 46°44'55" East 140.31 feet; thence (7) South 00°38'17" West 258.98 feet; thence (8) South 30°49'19" East 106.19 feet; thence (9) South 39°19'46" East 101.11 feet; thence (10) North 69°22'43" East 108.83 feet; thence (11) North 79°00'12" East 102.86 feet; thence (12) South 82°22'16" East 158.27 feet; thence (13) South 60°15'05" East 83.13 feet to a point on the East line of the NW¼SW¼ Section 2; thence South 00°28'17" East 258.02 feet to the SE corner of said NW¼SW¼; thence South 88°47'46" West 1304.16 feet to the Point of Beginning.

ALSO EXCEPTING

Part of Sections 2, 3 and 11, Township 8 North, Range 22 East, Boise Meridian; Custer County, Idaho, described as:

Beginning at the Northwest corner of Section 11; thence South 88°33'23" West, 1287.19 feet to the Southwest corner of the SE¼SE¼ Section 3; thence North 00°53'28" West 1322.77 feet to the Northwest corner of said SE¼SE¼; thence North 88°58'32" East 1295.26 feet to the Northeast corner of said SE¼SE¼; thence in Section 2, North 88°47'46" East 2553.18 feet to the intersection of the Westerly Right-of-Way of Highway 93 and the North line of the SE¼SW¼

Section 2; thence South 21°15'24" East 154.91 feet along said right-of-way to a point on the East line of said SE¼SW¼ thence South 00°24'21" East 1160.62 feet to the Southeast corner of said SE¼SW¼; thence North 88°38'10" East 743.55 feet along the North line of the W½NE¼ Section 11 to a point on the Westerly right-of-way of Highway 93; thence South 43°05'24" East 836.01 feet along said right of way to a point on the East line of the W½NE¼ Section 11; thence South 01°06'44" East 2057.94 feet to the Southeast corner of said W½NE¼; thence South 89°16'07" West 3926.82 feet to the West Quarter corner of Section 11; thence North 00°42'28" West 2638.68 feet to the Point of Beginning.

EXCEPTING THEREFROM the SE¼SE¼, Section 3 and the SW¼SW¼ Section 2, Township 8 North Range 22 East, Boise Meridian, Custer County, Idaho.

ALSO

Commencing at the Northwest corner of Section 11, Township 8 North, Range 22 East, Boise Meridian, Custer County, Idaho; thence North 88°38'10" East 2605.43 feet along the Section line to the North Quarter corner of Section 11; thence North 88°38'10" East 877.54 feet to the Point of Beginning. Said point being on the Northerly right of way of Highway 93; thence North 88°38'10" East 425.18 feet to the Northeast corner of the W¼NE¼ Section 11; thence South 01°06'45" East 474.44 feet along the East line of said W¼NE¼ to a point on the Northerly right of way of Highway 93; thence North 43°05'24" West 635.69 feet along said right of way to the Point of Beginning.

(4)

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210
Attn: Loan Manager, Central Region

Instrument # 249493
CHALLIS, CUSTER, IDAHO
10-15-2014 03:53:11 No. of Pages: 8
Recorded for: AMERITITLE KETCHUM
BARBARA C. TIERNEY Fee: $31.00
Ex-Officio Recorder Deputy: BC

AMT #14914AM | CCT #10877

(space above reserved for recorder's use)

ASSIGNMENT OF BONUSES, RENTALS AND ROYALTIES
- OIL, GAS AND MINERALS –

(Custer County, Idaho)

KNOW ALL MEN BY THESE PRESENTS:

HERBERT HAL WHITWORTH ("**H. Whitworth**"), TERESA LYNN WHITWORTH ("**T. Whitworth**") and THE HERBERT H. WHITWORTH, LLC, an Idaho limited liability company ("**Company**") (H. Whitworth, T. Whitworth and Company individually and collectively, "**Borrower**"), have executed a Promissory Note of even date herewith (the "**Note**") to METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "**Lender**"), 10801 Mastin Blvd., Suite 930, Overland Park, Kansas 66210, in the principal amount of up to FIVE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 83/100 DOLLARS ($577,488.83) to evidence a loan from the Lender to the Borrower (the "**Loan**"), secured by, among other things, a First Mortgage, Security Agreement and Assignment of Rents granted by Borrower in favor of Lender, dated April 30, 2003 and recorded in the Official Records of Custer County, Idaho on May 9, 2003 as Document No. 226974, as amended by that certain First Amendment to First Mortgage, Security Agreement and Assignment of Rents by and between Borrower and Lender, dated as of even date herewith (the "**Mortgage**") covering the following described premises located in Custer County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

AND, WHEREAS, said premises may be leased for oil, gas and mineral development, or are about to be so leased, and Borrower desires to assign to Lender all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s), with the right at its option to demand and receive the same at any time and apply the same on said Note and Mortgage and for taxes, insurance and repairs.

NOW, THEREFORE, in consideration of the Loan and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower assigns to Lender all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s) and under all future oil, gas and mineral leases made during the term of the Loan with the right at its option to demand and receive the same at any time, and apply the same on said Note and Mortgage and for taxes, insurance and repairs.

PROVIDED, HOWEVER, that all bonuses, delay rentals and royalties and other benefits accruing under any and all oil, gas and mineral leases are to be paid to the Borrower unless and until Lender gives written notice of a default by the Borrower under the terms of the Mortgage or the Note secured thereby. Once such written notice has been given by Lender, Lender shall be entitled to receive any and all such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Borrower.

The word "Borrower" shall be construed to mean the entity, entities, person, or persons, who execute this assignment as borrower, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of the Borrower. The word "Lender" shall be construed to include the successors and assigns of the Lender.

This assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

This assignment is to remain in force during the term of said Note and Mortgage, and any renewal or extension thereof, and is to terminate and become null and void upon the release of said Mortgage.

[*Remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the Borrower has signed this instrument this 14 day of October, 2014.

BORROWER:

Address for notices:
5425 Highway 93
Mackay, Idaho 83251

Herbert Hal Whitworth
HERBERT HAL WHITWORTH

Address for notices:
5425 Highway 93
Mackay, Idaho 83251

Teresa Lynn Whitworth
TERESA LYNN WHITWORTH

Address for notices:
5425 Highway 93
Mackay, Idaho 83251

THE HERBERT H. WHITWORTH, LLC,
an Idaho limited liability company

By: Sharon L Whitworth
Sharon Whitworth
Its Manager

By: Herbert Hal Whitworth
Herbert Hal Whitworth
Its Manager

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared HERBERT HAL WHITWORTH, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

F Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/3P/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared TERESA LYNN WHITWORTH, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

F Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 1/3P/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, F. Paige McAllister, a Notary Public, personally appeared SHARON WHITWORTH, known or identified to me, to be the Manager of THE HERBERT H. WHITWORTH, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

F Paige McAllister
Notary Public for Idaho
Printed Name: F. Paige McAllister
Commission Expires: 8/31/19

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On October 14, 2014, before me, E. Paige McAllister, a Notary Public, personally appeared HERBERT HAL WHITWORTH, known or identified to me, to be the Manager of THE HERBERT H. WHITWORTH, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

E Paige McAllister

Notary Public for Idaho
Printed Name: E. Paige McAllister
Commission Expires: 1/31/19

STATE OF IDAHO
E. PAIGE MCALLISTER
NOTARY PUBLIC

EXHIBIT A
TO
ASSIGNMENT OF BONUSES, RENTALS AND ROYALTIES

Legal Description

The following real property situated in Custer County, Idaho:

TRACT I

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 2: SW¼NW¼SW¼, S½SW¼, E½NE¼SW¼
SECTION 3: NE¼NW¼ (LOT 3), NE¼SW¼, W½NW¼NE¼ (LOT 2), N½SE¼, SE¼SE¼
NW¼NW¼ (LOT 4), SW¼NW¼,
SECTION 4: N½NE¼ (LOTS 1 AND 2), NE¼NW¼ (LOT 3)

TOWNSHIP 9 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 33: SE¼NE¼, NE¼SE¼, NW¼SE¼, SE¼SE¼, SW¼SE¼

TRACT II

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 2: E½NW¼NW¼, SW¼NW¼, W½NE¼SW¼, E½NW¼SW¼,
NW¼NW¼SW¼
SECTION 3: SE¼NW¼, S½NE¼

TRACT III

TOWNSHIP 9 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 34: NW¼SW¼, W½NE¼SW¼, SE¼SW¼

TOWNSHIP 8 NORTH, RANGE 22 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 3: E½NW¼NE¼, NE¼NE¼

SECTION 2: W½NW¼NW¼

EXCEPTING THEREFROM:
Part of Sections 2, 3 and 4 Township 8 North, Range 22 East, Boise Meridian, Custer County, Idaho, described as:

Commencing at the SE corner of Section 3; thence North 00°32'12" West 1313.40 feet along the East line of Section 3 to the SE corner of the NE¼SE¼, and the Point of Beginning, thence South 88°58'32" West, 2590.53 feet to the SW corner of the NW¼SE¼; thence South 89°47'27" West, 1345.10 feet to the SW corner of the NE¼SW¼; thence North 00°52'37" West, 1322.71

feet to the NW corner of the NE¼SW¼; thence South 89°23'23" West, 1336.57 feet to the West 1/4 corner of Section 3; thence in Section 4 South 89°53'36" West, 1324.92 feet to the SW corner of the SE¼NE¼; thence North 00°36'11" West 809.88 feet along the West line of the SE¼NE¼ to the centerline of the Big Lost River; thence along said centerline the following (9) nine courses (1) South 88°06'08" East 454.07 feet; thence (2) North 66°12'34" East, 333.45 feet; thence (3) South 83°10'56" East 910.31 feet; thence (4) South 46°50'34" East 233.31 feet; thence (5) South 33°32'56" East 293.63 feet; thence (6) South 66°37'39" East 200.83 feet; thence (7) South 83°09'37" East 298.09 feet; thence (8) South 69°07'56" East 333.37 feet; thence (9) South 61°25'38" East 338.50 feet to a point on the North line of the NE¼SW¼ of Section 3; thence North 89°23'23" East 144.24 feet along said North line to the North bank of The Big Lost River; thence along said North bank the following (14) fourteen courses: thence (1) South 47°29'18" East 38.44 feet; thence (2) South 71°55'12" East 51.31 feet; thence (3) South 89°10'05" East 200.14 feet; thence (4) South 76°11'19" East 107.93 feet; thence (5) North 81°24'52" East 81.73 feet; thence (6) South 68°52'43" East 131.84 feet; thence (7) South 48°25'07" East 70.67 feet; thence (8) South 73°22'46" East 207.70 feet; thence (9) North 85°52'09" East 169.20 feet; thence (10) North 84°58'55" East 110.90 feet; thence (11) North 69°22'23" East 91.72 feet; thence (12) North 55°50'45" East 158.49 feet; thence (13) North 46°57'54" East 50.22 feet; thence (14) North 29°27'21" East 57.01 feet to a point on the North line of the NW¼SE¼ of Section 3; thence North 89°23'23" East 242.65 feet along said North line to the South bank of The Big Lost River, thence along said South bank the following (5) five courses; thence (1) North 41°05'05" East 30.75 feet; thence (2) North 46°45'26" East 87.06 feet; thence (3) North 71°01'12" East 21.64 feet; thence (4) South 81°59'17" East 169.24 feet; thence (5) South 62°48'31" East 135.87 feet to a point on the North line of the NW¼SE¼ Section 3; thence North 89°23'23" East 1139.38 feet along the North line of the South ½ of Section 3 to the centerline of The Big Lost River; thence along said centerline the following (13) thirteen courses (1) South 53°41'05" East 264.08 feet to a point on the East line of Section 3; thence in Section 2 (2) South 53°41'05" East 44.90 feet; thence (3) South 57°42'52" East 114.11 feet; thence (4) South 65°03'24" East 477.30 feet; thence (5) South 62°05'18" East 110.29 feet; thence (6) South 46°44'55" East 140.31 feet; thence (7) South 00°38'17" West 258.98 feet; thence (8) South 30°49'19" East 106.19 feet; thence (9) South 39°19'46" East 101.11 feet; thence (10) North 69°22'43" East 108.83 feet; thence (11) North 79°00'12" East 102.86 feet; thence (12) South 82°22'16" East 158.27 feet; thence (13) South 60°15'05" East 83.13 feet to a point on the East line of the NW¼SW¼ Section 2; thence South 00°28'17" East 258.02 feet to the SE corner of said NW¼SW¼; thence South 88°47'46" West 1304.16 feet to the Point of Beginning.

ALSO EXCEPTING

Part of Sections 2, 3 and 11, Township 8 North, Range 22 East, Boise Meridian, Custer County, Idaho, described as:

Beginning at the Northwest corner of Section 11; thence South 88°33'23" West, 1287.19 feet to the Southwest corner of the SE¼SE¼ Section 3; thence North 00°53'28" West 1322.77 feet to the Northwest corner of said SE¼SE¼; thence North 88°58'32" East 1295.26 feet to the Northeast corner of said SE¼SE¼; thence in Section 2, North 88°47'46" East 2553.18 feet to the intersection of the Westerly Right-of-Way of Highway 93 and the North line of the SE¼SW¼

Section 2; thence South 21°15'24" East 154.91 feet along said right-of-way to a point on the East line of said SE¼SW¼ thence South 00°24'21" East 1160.62 feet to the Southeast corner of said SE¼SW¼; thence North 88°38'10" East 743.55 feet along the North line of the W½NE¼ Section 11 to a point on the Westerly right-of-way of Highway 93; thence South 43°05'24" East 836.01 feet along said right of way to a point on the East line of the W½NE¼ Section 11; thence South 01°06'44" East 2057.94 feet to the Southeast corner of said W½NE¼; thence South 89°16'07" West 3926.82 feet to the West Quarter corner of Section 11; thence North 00°42'28" West 2638.68 feet to the Point of Beginning.

EXCEPTING THEREFROM the SE¼SE¼, Section 3 and the SW¼SW¼ Section 2, Township 8 North Range 22 East, Boise Meridian, Custer County, Idaho.

ALSO

Commencing at the Northwest corner of Section 11, Township 8 North, Range 22 East, Boise Meridian, Custer County, Idaho; thence North 88°38'10" East 2605.43 feet along the Section line to the North Quarter corner of Section 11; thence North 88°38'10" East 877.54 feet to the Point of Beginning. Said point being on the Northerly right of way of Highway 93; thence North 88°38'10" East 425.18 feet to the Northeast corner of the W¼NE¼ Section 11; thence South 01°06'45" East 474.44 feet along the East line of said W½NE¼ to a point on the Northerly right of way of Highway 93; thence North 43°05'24" West 635.69 feet along said right of way to the Point of Beginning.