

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.
71-7107 <i>OK</i>	71-7112 <i>OK</i>		
71-7108 <i>OK</i>	71-7143 <i>OK</i>		
71-7109 <i>OK</i>			
71-7110 <i>OK</i>			
71-7111 <i>OK</i>			

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

RECEIVED
MAY 21 2014
Department of Water Resources
Eastern Region

Stanharrah Corporation

ATTN: Gary Nelson

355 Boxington Way

Sparks, NV 89434

Phone (775) 358-6100

Email gary@wildisland.com

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

B&C Property Holdings, LLC

5. Expiration Date of Notification Period

January 1, 2026

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable

[Signature]
PRESIDENT

For Office Use Only

Received by *[Signature]*

Date *5/21/2014*

Receipt No. *ED398516*

Fee *\$350.*

Processed by AJ *[Signature]*

Date *5/21/2014*

WR *[Signature]*

Date *6/6/2014*

SUPPORT DATA

IN FILE # *71-7107*

When Recorded Return to:
GARY NELSON
355 BOXINGTON WAY
SPARKS, NV 89434

Instrument # 248829
CHALLIS, CUSTER, IDAHO
05-15-2014 04:45:46 No. of Pages: 37
Recorded for: AMERITITLE KETCHUM
BARBARA C. TIERNEY Fee: \$118.00
Ex-Officio Recorder Deputy: BC

AMT #12436AM / ATEC# 226655

**DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT OF RENTS**

(IDAHO)

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9
OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO.

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS (the "**Deed of Trust**") dated May 15, 2014 is made by and among **B & C PROPERTY HOLDINGS, LLC**, an Idaho limited liability company, whose address is P.O. Box 350, Stanley, Idaho 83278 ("**B & C**") and **SAWTOOTH SUMMIT FOOD & BEVERAGE, INC.**, an Idaho corporation, whose address is P.O. Box 350, Stanley Idaho 83278 ("**Sawtooth**") (B & C and Sawtooth each a "**Grantor**" and collectively the "**Grantors**"), in favor of **AMERITITLE, INC.** (the "**Trustee**"), whose address is 171 West 6th Street, Ketchum, Idaho 83340; and **STANHARRAH CORPORATION**, a Nevada corporation (the "**Beneficiary**"), whose address is 355 Boxington Way, Sparks, Nevada 89434.

1. Granting Clause. For good and valuable consideration, including the indebtedness described below and the trust created hereby, Grantors, as their interests appear, hereby irrevocably grant, transfer, convey and assign to Trustee, *in trust, with power of sale*, for the benefit and security of Beneficiary, all of Grantors' estate, right, title, and interest in and to that certain real property located in Custer County, State of Idaho, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"), which real property either (a) is located within an incorporated city or village at the time of this transfer, (b) does not exceed 80 acres, regardless of its location, provided that it is not principally used for agricultural production of crops, livestock, dairy or aquatic goods, or (c) does not exceed forty (40) acres, regardless of its use or location; together with:

1.1 After-Acquired Title. Any after-acquired title of Grantors in and to the Property and in and to land lying in streets and roads adjoining the Property;

1.2 Access, Etc. All access rights now or hereafter belonging or in any way appertaining to the Property;

1.3 Improvements. All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property; and

1.4 Leases. All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 Rents. All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Grantors pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Grantors pertaining thereto;

1.7 Water. All water licenses, water permits, stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Grantors with respect to the Property including specifically those included on **Exhibit "B"** attached hereto and incorporated herein by this reference.

1.8 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.9 Proceeds. Any and all interest and estate that Grantors or Grantors' assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property, all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. Security Agreement. This Deed of Trust shall also constitute a "Security Agreement" under the Uniform Commercial Code as adopted in the State of Idaho (the "**UCC**") between Grantors as debtors and Beneficiary as secured party. As additional security for the performance of the obligations secured hereby, Grantors, as their interests appear, further grant and convey to Beneficiary a security interest and a continuing lien on the following-described property and all proceeds of such property (collectively, the "**Collateral**"), all of which Collateral shall be deemed a part of and shall be included in any reference to the Property hereunder:

2.1 Property in Section 1. Any of the Property described in Section 1 above that is deemed to be personal property;

2.2 Liquor License. 2014 Idaho Retail Alcohol Beverage License, No. 2505, for Premise Number 7C-12;

2.3 All Assets. Grantors hereby authorize Beneficiary to prepare such financing statements, including an all assets financing statement, and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder, and Beneficiary may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

2.4 Rights Under Covenants. All of Grantors' rights under any declarations of covenants, conditions, and restrictions recorded for the Property, including all of Grantors' rights and powers to elect or select officers and directors for any property owners' association established for the Property;

2.5 Water Rights. Whether or not included in Section 1.7, above, all water licenses, permits, shares of stock or other evidence of ownership of any part of the Property that is owned by the Grantors in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

2.6 Insurance; Eminent Domain. All of Grantors' rights under any and all contracts and policies of insurance with respect to the Property and to any and all awards made in connection with any eminent domain or condemnation proceedings, or purchases in lieu thereof, of the whole or any part of the Property;

2.7 Rights of Sale. All of Grantors' right, title, and interest in any contracts or agreements of sale with respect to the Property, all purchase money indebtedness to Grantors related to any sale, and any cash proceeds of such sale;

2.8 Accounts with Beneficiary. All accounts maintained by Grantors with Beneficiary or any subsidiary or affiliate of Beneficiary;

2.9 Improvement, Fixtures, etc. All improvements, fixtures, equipment, furnishings, appliances, machinery, apparatus, goods, construction materials, and other articles of personal property owned by Grantors and now or hereafter affixed to, placed upon, or used in connection with the Property, including, but not limited to, any structures constructed on the Property, all pipes for water and sewer lines, cables, electrical wires for power systems, and construction materials, and any and all replacements and improvements thereof;

2.10 Tangible Personal Property. All existing and future inventory, furnishings, fixtures, equipment, including but not limited to a John Deere 310D Backhoe Loader, motor vehicles, including specifically motor vehicles identified as follows (i) 2002 Ford F150, VIN 1FTRF18222NA18779, (ii) 2004 Chevy 9858, VIN 1GNFK16Z94J279858, (iii) 1997 Chevy Express, VIN 1GAGG25ROV1037511, (iv) 1975 Ford Dump VIN 53559, (v) 1995 Dodge Pickup, VIN 1B6MF3654SS295250, and (vi) 2001 Ford F150, VIN 1FTZF182X1NC03936, supplies, tools, snow blowers and lawn maintenance equipment, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Grantors or in which Grantors now or at any time have rights, wherever located or used or

usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Grantors or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Grantors to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, suppliers, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

2.11 Accounts, Etc. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (a) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a **"Governmental Agency"**), or (b) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Grantors with respect to or upon any or all of the Property, (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the Loan Documents secured by or referred to in this Deed of Trust, (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property, and (vii) investment property, including certificated securities, uncertificated securities, securities accounts, securities entitlements, commodity accounts, and commodity contracts maintained pursuant to any of the Loan Documents, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefor;

2.12 General Intangibles, Etc. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the Property, including, but not limited to, (i) all names under which or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all non-privileged books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property, and (viii) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

2.13 Listing and Sales Agreements, Etc. All listing agreements, sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the Property, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Property;

2.14 Intentionally Omitted.

2.15 Operating and Management Agreements, Etc. All operating agreements and management contracts, including without limitation, any and all contracts and agreements, if any, previously, now or at any time hereafter entered into with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Property or otherwise concerning the operations and business of the Property, including without limitation, all bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, commitments, contracts and subcontracts, all insurance policies, all licenses and bonds, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, and other contracts for the operation and maintenance of, or provision of services to, the Property;

2.16 Files and Records. All non-privileged ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in Sections 2.1 through 2.14, above, or in this Section 2.15;

2.17 Other Property. Any and all other property or rights of any kind or nature, relating to the Property, further identified herein or in any UCC financing statement filed in connection herewith; and

2.18 Proceeds. Any and all interest and estate that Grantors or Grantors' assigns may hereafter acquire in any of the above Collateral and all the rents, issues, proceeds, products, and profits of such Collateral.

3. **Fixture Filing.** It is intended that the recording of this Deed of Trust shall be effective as a "fixture filing" under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Deed of Trust is to be filed and indexed in the real estate records not only as a deed of trust, but also a fixture filing.

4. **Obligations Secured.** This Deed of Trust is given for the purpose of and does secure the following obligations (collectively, the "**Secured Obligations**"):

4.1 Promissory Note. Payment of obligations at any time owing under that certain Term Note payable by B & C, as maker, to the order of Beneficiary or order, executed May 15, 2014, as amended from time to time (the "**Note**").

4.2 Lease of Liquor License. Payment of obligations at any time owing under that certain Lease of Liquor License dated May 2, 2014 between Sawtooth and Beneficiary evidencing a lease of the 2014 Idaho Retail Alcohol Beverage License, No. 2505, for Premise Number 7C-12, together with any modifications, amendments, extensions or renewals thereof.

4.3 Additional Obligations. Payment of any further sums advanced or loaned by Beneficiary to Grantors or any of Grantors' successors or assigns, or otherwise owed by Grantors to Beneficiary, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Beneficiary, are owing pursuant to this Deed of Trust or any of the other documents executed by Grantors securing or otherwise relating to the Note or the loans evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust, together with interest thereon at the rate set forth in the relevant document. This Deed of Trust, and the Note, executed by Grantors and/or Beneficiary, and all other documents governing, securing, or otherwise relating to the Note or the Loan evidenced thereby are hereafter referred to collectively as the "**Loan Documents**", with the exception of (i) any guaranties executed in connection with the Loan; and (ii) any environmental indemnity or other indemnity agreement that by its terms is not secured hereby (the "**Indemnity Agreement**").

Grantors acknowledge that they will receive a material benefit from the Loan and that Beneficiary would not make the Loan without the security of this Deed of Trust. Grantors have reviewed the Loan Documents, this Deed of Trust and all other documents and agreements to be signed by Grantors in connection with the Loan, and are otherwise fully familiar with the Secured Obligations. Grantors, to the fullest extent permitted by law, hereby unconditionally (i) waive presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waive any and all lack of diligence or delays in collection of enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waive notice of acceptance hereof by Beneficiary or Trustee under this Deed of Trust; (iv) waive notice of any and all advances made under the Note, any of the Loan Documents, or any other agreement secured by this Deed of Trust; (v) waive any defense or right in any action or proceeding to enforce this Deed of Trust that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waive all claims and defenses Grantors might otherwise assert to enforcement of the Secured Obligations or this Deed of Trust as a surety. Grantors further agree that Beneficiary may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and may otherwise deal with the Grantors or any guarantor or collateral as Beneficiary may elect, without affecting the rights of Beneficiary hereunder.

Grantors' liability for payment and performance of the indebtedness and obligations of Grantors to Beneficiary is not limited to the property encumbered by this Deed of Trust if Grantors have agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Beneficiary.

4.3 Obligations Under Loan Documents. Performance by Grantors, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents.

Grantors further covenant and agree as follows:

5. Assignment of Rents. Grantors hereby assign and transfer to Beneficiary all their right, title, and interest of Grantors in and under all leases now or hereafter affecting the Property (the "**Leases**"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Grantors to establish a complete and present transfer

of all interests assigned hereunder with the right, but without the obligation, to collect all rents and profits of the Property under the Leases. So long as Grantors are not in default hereunder, Grantors may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Grantors to collect or receive rents and profits shall terminate until Beneficiary is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Beneficiary of its rights herein granted, Grantors agree that payment made by tenants or occupants to Beneficiary shall be considered as though made to Grantors and in discharge of the tenants' obligations to Grantors and such payments shall be credited as payments of Grantors on amounts due Beneficiary under the Loan Documents. Nothing herein contained shall be construed as obligating Beneficiary to perform any of Grantors' covenants under any lease or rental arrangement.

6. Intentionally Omitted.

7. Nature of Property/Remedies. Grantors and Beneficiary agree that the filing of a financing statement in the records having to do with personal property in connection with the Security Agreement provided herein shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Property and all components thereof are, to the maximum extent possible, real property, subject to Beneficiary's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Beneficiary under this Deed of Trust, (b) available to Beneficiary as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Beneficiary's security shall be deemed to include personal property, Beneficiary shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Beneficiary's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Grantors agree to assemble all such property and make it available to the Trustee or Beneficiary as secured party at a place to be designated by such party that is reasonably convenient to all parties.

8. Representations and Warranties. To protect the security of this Deed of Trust and for the benefit of Beneficiary, Grantors do, for Grantors and for Grantors' successors and assigns, represent, covenant, warrant, and agree as follows:

8.1 Warranty of Title. That Grantors have good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Beneficiary in writing; that Grantors own all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Beneficiary); that Grantors are vested with the right to convey all real property described herein to Trustee for the benefit of Beneficiary; and that no consent of other parties is required as a condition thereto. Grantors do hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Deed of Trust against the claims and demands of all persons and parties;

8.2 Commercial Instrument. That the proceeds of the loan secured hereby will be used for business or commercial purposes other than agricultural, livestock, dairy, aquatic, timber, grazing or farming purposes, and not for personal or family purposes;

8.3 Property Not Agricultural. That the Property is not used principally for agricultural, livestock, dairy, aquatic, timber, grazing, or farming purposes;

8.4 Legal Entity, Business, Etc. That while any sums remain outstanding hereunder, Grantors will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Beneficiary of any material change in Grantors' business or financial position, any change in any location where Grantors' accounts and/or assets are to be maintained, the location of any new places of business of Grantors and the changing or closing of any of its existing places of business, and any change in Grantors' name; and

8.5 No Subordinate Financing. Grantors agree that there shall be no junior financing secured by the Property or any interest therein and that this Deed of Trust shall be the only lien or encumbrance affecting the Property.

9. **Maintenance and Inspection of Improvements.** Grantors shall not allow any material changes in the zoning of the Property or its zoning without Beneficiary's consent. Grantors shall not commit or suffer any waste; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof; and shall pay all fees or charges of any kind in connection therewith. Beneficiary and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the Hazardous Substances warranties set forth below and other provisions of this Deed of Trust (including the right to take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Grantors are obligated to pay them under the terms of the Loan Documents. Grantors will permit access to the Property and will fully cooperate with Beneficiary in this regard.

10. **Intentionally Omitted.**

11. **Intentionally Omitted.**

12. **Intentionally Omitted.**

13. **Insurance.**

13.1 Obligation to Insure. Grantors shall at all times provide, maintain and keep in force, at its own cost and expense, the following policies of insurance, and such other insurance, including (without limitation) flood and earthquake insurance, as Beneficiary may require from time to time against the same or other hazards:

(a) Property Insurance. Insurance against loss or damage to the Property by fire and any and all risks covered by insurance of the type known as of the date hereof as "special form coverage," in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by Beneficiary, without deduction for depreciation. The amount deductible from the loss payable for any

casualty shall not exceed \$5,000.00 for any casualty and such deductible shall be the obligation of Grantors. Such policy of insurance shall be maintained for and name Grantors and Beneficiary as insureds, as their respective interests may appear, and shall contain (a) the "replacement cost endorsement," and (b) a lender's loss payable endorsement in favor of Beneficiary in a form reasonably acceptable to Beneficiary.

(b) Liability Insurance. Commercial general liability insurance, including Products and Completed Operations coverage, on an "occurrence basis" insuring against claims for bodily injury, death or property damage occurring in, on or about the Property and adjoining streets, sidewalks and passageways arising out of or in any way connected with the use, occupancy, possession, ownership or condition (whether or not now existing) of the same. The limits of such coverage shall be no less than \$1,000,000.00 per occurrence. Such policy shall insure performance of Grantors' indemnity obligations hereunder and shall name Beneficiary as an additional insured, providing coverage for Beneficiary regardless of whether the asserted claim is also asserted against Grantors.

(c) Builder's Risk Insurance. During the course of any construction or repair of the Property, builder's risk insurance against all risks of physical loss, on a completed value basis, including collapse and transit coverage, with the deductible not to exceed \$5,000.00, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished, and containing the "permission to occupy upon completion of work" endorsement.

(d) Worker's Compensation. Workers compensation policy to be written to statutory limits as required by the laws of the state of Idaho.

13.2 Exculpation; General Provisions Related to All Policies. Neither Trustee nor Beneficiary shall be obligated to obtain insurance, nor be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Deed of Trust (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Grantors or Beneficiary which might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Beneficiary; (b) shall be issued in amounts no less than those specified in this Section and shall be issued by companies acceptable to Beneficiary; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary.

13.3 Delivery of Insurance Policies, Payment of Premiums. Grantors shall furnish Beneficiary with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Grantors shall furnish Beneficiary with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Beneficiary, of the reissuance of such policy continuing insurance in force as required by this Deed of Trust. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Beneficiary as required hereunder, Grantors, by executing this Deed of Trust, specifically request Beneficiary to obtain and pay for, and Beneficiary may obtain and pay for, such insurance for such risks

covering Beneficiary's interest in the Premises (without notice to or demand upon Grantors and without releasing Grantors from any obligation hereunder), and Grantors shall pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantors the amount of all such premiums together with interest thereon at the Default Rate (defined in the Note) from the date of payment by Beneficiary shall be secured by this Deed of Trust.

14. Liens and Taxes.

14.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof (provided, that with respect to Mechanic's Liens, as defined in Section 14.2, Grantors shall have the rights set forth in Section 14), or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Beneficiary's request, to Beneficiary, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Grantors, official receipts of the appropriate taxing authority (or other proof satisfactory to Beneficiary) evidencing the payment thereof. If Grantors are ever in breach of this requirement, then, at Beneficiary's option, Beneficiary may require Grantors to establish and maintain an impound account with Beneficiary, into which Grantors monthly shall deposit an amount established by Beneficiary as Beneficiary's estimate of one-twelfth (1/12th) of the annual amount of all taxes, assessments, encumbrances, charges and liens coming due during each calendar year, such sums to be applied by Beneficiary to payment of these amounts when due, to be replenished by Grantors at any time upon ten (10) days' notice if Beneficiary determines the amount it holds to be insufficient to pay the foregoing obligations as they become due. Beneficiary, except as otherwise required by applicable law, shall (i) not be required to pay interest on any funds held hereunder, (ii) be authorized to assign any funds held by it to any successor holder of the Beneficiary's interest in this Deed of Trust and thereupon be relieved of any further obligation for the application or refund of such sums, and (iii) at any time, at its option, following default, apply funds held hereunder to the Secured Obligations.

14.2 Discharge of Mechanics Liens. Grantors will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, or on the revenues, rents, issues, income or profits arising therefrom (herein collectively "**Mechanic's Liens**") and, in general, Grantors shall do, or cause to be done, at Grantors' sole cost and expense, everything necessary to fully preserve the lien and priority of this Deed of Trust; provided, however, Grantors shall not be obligated to pay, bond or discharge such Mechanic's Liens if payment is not yet due under the contract which is the foundation of such Mechanic's Liens; and provided further that so long as an Event of Default shall not have occurred and be continuing hereunder, Grantors shall have the right to contest or object to the amount or validity of any such claim and demand by appropriate administrative or judicial proceedings, in which event all of the following provisions shall apply: (a) Grantors shall give Beneficiary written notice of Grantors' intent to so contest or object to such Mechanic's Liens; (b) Grantors shall thereafter diligently proceed to cause such Mechanic's Liens to be removed and discharged; and (c) Grantors, if requested by Beneficiary, shall deposit with Beneficiary a bond or other assurance reasonably satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than 150% of the

amount of the Mechanic's Liens plus costs, expenses, including reasonable attorneys' fees, and interest.

14.3 Creation of Liens. Except as otherwise set forth herein, Grantors will not, without Beneficiary's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes which are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Deed of Trust. If any of the foregoing becomes attached to the Property without such consent, Grantors will promptly cause the same to be discharged and released.

14.4 No Consent. Nothing in the Loan Documents shall be deemed or construed in any way as constituting the consent or agreement by Beneficiary, express or implied, to pay any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property, or to constitute any such person as a beneficiary of any obligation Beneficiary may incur to Grantors concerning such matters, or to create a trust fund for any such person. Grantors further agree that neither Trustee nor Beneficiary stands in any fiduciary relationship to Grantors.

15. Intentionally Omitted.

16. Defense of Title. Grantors shall appear in and defend any suit, action, or proceeding that might affect the value of this Deed of Trust, the Deed of Trust itself, or the rights and powers of Beneficiary or Trustee, including, without limitation, any condemnation or public improvement proceeding, and Beneficiary or Trustee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, Grantors will, at all times, indemnify from and, on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

17. No Changes. Grantors agree that so long as any amount or obligation is outstanding by Grantors to Beneficiary under any of the Loan Documents, and except if and to the extent otherwise expressly provided in the Loan Documents, Grantors will not, without the written consent of Beneficiary:

17.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

17.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district which includes the Property or any part of the Property, any assessment district which includes the Property or any part of the Property, or any other comparable or similar district, area or territory which includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part

thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Grantors shall immediately give notice to Beneficiary of any notification or advice that Grantors may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Beneficiary shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Grantors, and to appear at, and participate in, any hearing with respect to the formation of any such district.

18. Notices Required. Grantors shall comply with and promptly furnish to Beneficiary true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Grantors or the Property. Grantors shall promptly notify Beneficiary of any material fire or other material casualty or any notice of taking or eminent domain proceeding affecting the Property. Grantors shall promptly notify Beneficiary of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

19. Beneficiary Authorized to Act. Should Grantors fail to make any payment or to do any act as herein provided, Beneficiary or Trustee may, but without obligation to do so and without notice to or demand upon Grantors and without releasing Grantors from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Beneficiary either appears to be prior or superior to this Deed of Trust; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Grantors and will be one of the Secured Obligations under this Deed of Trust.

20. Condemnation Proceeds. In the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Beneficiary and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantors further agree, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

21. Actions by Trustee. From time to time upon written request by Beneficiary, payment of fees, and presentation of this Deed of Trust and any note secured hereby for endorsement (in the case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting an easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters of fact shall be conclusive proof of the truthfulness thereof.

Trustee or Beneficiary may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing, confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Grantors shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees, but in no event more than allowed by any then applicable statute. Grantors agree to and do hereby indemnify Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

22. Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Deed of Trust shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

23. Events of Default. Notwithstanding any cure periods described below, Grantors shall immediately notify Beneficiary in writing when Grantors obtain knowledge of the occurrence of any default specified below (individually, an **"Event of Default"**). Regardless of whether Grantors have given the required notice, the occurrence of one or more of the following shall constitute an Event of Default:

23.1 Payment Default. Grantors' failure to make any scheduled payment of principal, interest, required reserves or any other payment under the Note, this Deed of Trust, or any of the other Loan Documents, between Grantors and Beneficiary, when due;

23.2 Default Under Loan Documents. Failure by Grantors to perform, when due, any of the terms, covenants and conditions set forth in the Loan Documents, other than the obligations mentioned in Section 23.1 above and Section 23.3 below;

23.3 Default on Obligations Secured by Property. Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Deed of Trust, subject to the cure provisions set forth above in Section 23.2;

23.4 Default on Other Obligations. The Grantors, or any guarantor fail to perform any obligation under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Grantors or any guarantor to the Beneficiary; or any indebtedness in excess of \$10,000 owing by Grantors to any third party, and the period of grace, if any, to cure said default shall have passed;

23.5 Judgments. Any judgment shall be obtained against the Grantors or any guarantor which, together with all outstanding unsatisfied judgments against the Grantors (or such guarantor), shall exceed the sum of \$10,000 and shall remain unvacated, unbonded or unstayed for a period of 30 days following the date of entry thereof;

23.6 Inability to Perform; Bankruptcy; Insolvency. (a) Grantors or any guarantor shall die or cease to exist; or (b) any guarantor shall attempt to revoke any guaranty of the Secured Obligations, or any guaranty becomes unenforceable in whole or in part for any reason; or (c) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Grantors or any guarantor; or (d) Grantors or any guarantor shall become the subject of any out of court settlement with its creditors; or (e) Grantors or any guarantor are unable or admit in writing its inability to pay its debts as they mature; or (f) if either of the Grantors is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Grantor;

23.7 Default Under Leases. Any defaults by Grantors under any lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Beneficiary's prior written consent;

23.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Grantors or any guarantor; or Beneficiary in good faith deems itself insecure; and

23.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Beneficiary of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

24. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Beneficiary may, at its option and without notice to or demand upon Grantors, exercise any one or more of the following actions: declare all amounts secured by this Deed of Trust immediately due and payable; bring a court action to enforce the provisions of this Deed of Trust or any of the other Loan Documents; foreclose this Deed of Trust as a mortgage; cause any or all of the Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law; exercise Beneficiary's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Deed of Trust and the other Loan Documents or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Deed of Trust or afforded by law or equity or any other agreement between Beneficiary and Grantors may be exercised concurrently, independently, or successively, in any order whatsoever. Beneficiary may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

25. Foreclosure by Power of Sale. Should Beneficiary elect to foreclosure by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and request that Trustee proceed with all notices required by law.

25.1 Notice of Default – Nonjudicial Sale. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Grantors such notices as are required by law and by this Deed of Trust. Trustee shall, without demand on Grantors, after lapse of such time as may then be required by law and after recordation of the

required notice of trustee's sale, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale, sell the Property. Grantors acknowledge and agree that due to certain employee housing issues in Stanley and interconnecting water systems among the commercial businesses located upon the Property, at any trustee sale, the Grantors agree that the encumbered Property will first be offered for sale in individual parcels to approved buyers and the sum of such individual sales noted. All encumbered Property shall then be offered for sale to a single buyer. The Property, whether in whole or in separate parcels, shall be sold to the buyers generating the highest total sum; provided however, if the sale by individual parcels does not generate enough money to pay the Note in full, inclusive of all accrued interest, expenses and fees, then the Property may only be sold in whole to the highest bidder of all of the encumbered Property. To the extent any of the Property sold by the Trustee is personal property, then Trustee shall be acting as the agent of the Beneficiary in selling such Property. Any person or entity permitted by law to do so may purchase at any sale. Upon any sale, Trustee will execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property sold, but without any covenant or warranty, express or implied.

25.2 Application of Sale Proceeds. After deducting all costs, fees, and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: (a) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate provided in any note secured hereby; (b) all other obligations then secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto in accordance with the law.

25.3 Postponement of Sale. Trustee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of trustee's sale.

25.4 Request for Notice. Grantors hereby request a copy of any notice of default and that any notice of trustee's sale hereunder, as well as any other written notifications required by other provisions hereof, be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

26. Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including reasonable attorneys' fees (and attorneys' fees on appeal), in such amount as shall be fixed by the court. Beneficiary shall be entitled to possession of the Property during any redemption period allowed under the laws of the State of Idaho.

27. Appointment of Receiver. Upon the occurrence of an Event of Default and in accordance with applicable law, Trustee or Beneficiary personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Grantors, and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Trustee or Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts,

accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Beneficiary, Trustee, or a receiver is then in possession of the Property. Beneficiary shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Beneficiary shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 27 shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Property, the receiver may:

(a) Possess, use, operate, manage, control, and conduct the business of the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all room rates, rents, revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Property and apply such sums or the proceeds thereof to the expenses of use, operation and management; and

(c) Complete any construction in progress and, in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as it deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Beneficiary shall bear interest at the Default Rate (defined in the Note) from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Grantors secured hereby.

28. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Document or other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be, to the extent permitted by applicable law, entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of the Loan Documents to Trustee or Beneficiary, and either of them may pursue inconsistent remedies. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right.

29. Appointment of Successor Trustee. Beneficiary may, for any reason permitted by law, from time to time appoint a successor or successors to any Trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made after giving a notice of intention to appoint a successor trustee, if required by law. After the passage of any required notice period, Beneficiary may effect such appointment and substitution by executing a written instrument containing reference to this Deed of Trust and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

30. Duties of Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Except as otherwise provided herein, Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantors, Beneficiary, or Trustee shall be a party unless such action or proceeding is brought by Trustee.

31. Repayment of Beneficiary's Expenditures and Advances. Grantors shall immediately pay, without demand by Beneficiary, all sums expended or advanced hereunder or under any of the other Loan Documents, and all costs incurred by Beneficiary or Trustee in enforcing or protecting their rights or interests hereunder or under any of the other Loan Documents (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate provided in any note secured hereby, and the same shall constitute advances made under this Deed of Trust and repayment thereof shall be secured hereby. If Grantors fail to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Beneficiary may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Grantors for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same.

32. Due on Sale or Encumbrance. Grantors acknowledge and agree that the obligations secured by this Deed of Trust are personal to Grantors and that Grantors' personal responsibility, financial condition, and control of the Property were material inducements on which Beneficiary relied in making its Loan to Grantors. If all or any portion of the property which is the subject of this deed of trust is conveyed from Grantors by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, which will effect, in law or equity, a divestiture of Grantors' interest or title in said Property, then, and in that event, the Note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand. The foregoing provision shall not apply to personal property which is no longer useable or which is sold or replaced in the ordinary course of business.

Grantors agree that except as otherwise provided within the Loan Documents, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Grantors, nor shall there be any change in (i) the ownership or control of more than 25% of Grantors' stock if either of Grantors is a corporation, (ii) the ownership or control of any general partnership interest in Grantors, if either of Grantors is a general or limited partnership, (iii) the ownership or control of any membership interest in Grantors

if either of Grantors is a limited liability company, (iv) the ownership of any beneficial interests if either of Grantors is not otherwise a natural person(s), or (v) the majority ownership of stock or any general partnership or membership interest in any corporation, partnership or limited liability company that has an ownership interest in Grantors, without the prior written consent of Beneficiary. Any such action, which is not otherwise permitted within the Loan Documents, without Beneficiary's prior written consent shall be deemed to increase Beneficiary's risk, and shall be an Event of Default hereunder. If Beneficiary elects, in its sole discretion, to consent to any such action, Beneficiary may condition its consent on such terms and conditions as Beneficiary may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby. Beneficiary shall not be required to release the original obligor or any other party liable for such obligations.

33. Intentionally Omitted.

34. Indemnification by Grantors. Grantors agree to indemnify and hold Beneficiary and Trustee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Beneficiary or Trustee by reason or account of: (a) any action by Grantors in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Trustee or Beneficiary under any of the Loan Documents; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Beneficiary or Trustee, and such obligation shall be secured by this Deed of Trust, except to the extent that it falls within the scope of any separate Indemnity Agreement that by its terms is not secured hereby. If any claim, action, or proceeding is brought against Beneficiary or Trustee that is the subject of the indemnity set forth in this Section, Grantors shall resist or defend against the same, if necessary in the name of the Trustee or Beneficiary, by attorneys for Grantors' insurance carrier or otherwise by attorneys approved by Beneficiary.

35. Further Assurances. Grantors, from time to time, within fifteen (15) days after request by Beneficiary, shall execute, acknowledge, and deliver to Beneficiary such additional security instruments, in form and substance satisfactory to Beneficiary, which, in the reasonable opinion of Beneficiary, is essential to the operation of the Property covered by this Deed of Trust, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Beneficiary may reasonably request in order to perfect, preserve, continue, extend, or maintain Beneficiary's security interests under or the priority of this Deed of Trust. Grantors shall pay all costs in connection with the preparation, execution, recording, filing, and refile of any such documents.

36. Intentionally Omitted.

37. Assignment. Beneficiary may assign this Deed of Trust in whole or in part to any person and may grant participation in any of its rights under the Deed of Trust without notice and without affecting Grantors' liability under this Deed of Trust. In connection with any proposed assignment, participation, or similar arrangements, Beneficiary may make available to any person all credit and financial data furnished or to be furnished to Beneficiary by Grantors or any guarantor under the Loan Documents. Grantors may not assign the Deed of Trust to any person at any time, except in connection with a transaction approved in writing by Beneficiary under the terms of this Deed of Trust. Subject to such prohibitions against

Grantors' assignment, this Deed of Trust shall inure to the benefit of and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

38. Applicable Law. This Deed of Trust is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

39. Miscellaneous. The term Beneficiary shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Beneficiary herein. In construing this Deed of Trust and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Deed of Trust may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

40. Disclosures/Disclaimers. Beneficiary makes the following disclosures and disclaimers in connection with this Deed of Trust:

40.1 Actions Solely for Benefit of Beneficiary. Any and all subsequent purchasers of the Property, and any other parties acquiring an interest in the Property, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Property by Beneficiary or any agent of Beneficiary shall be made exclusively for the benefit of Beneficiary, and Beneficiary makes no representations to any third party acquiring any interest in the Property. Such third party shall have no rights of reliance upon any action taken by Beneficiary. Beneficiary makes no representations whatsoever to any third party as to the adequacy or legality of any action of Grantors and any action of Beneficiary is solely for the benefit of Beneficiary.

40.2 Changes in Interest Rate. One or more notes secured hereby contain provisions permitting (a) increases and decreases in the rate of interest provided in the note, and (b) increases and decreases in the periodic payments required under the note.

41. Possession and Maintenance of the Property.

41.1 Possession and Use. Until the occurrence of an Event of Default, Grantors may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

41.2 Duty to Maintain. Grantors shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

41.3 Nuisance, Waste. Grantors shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantors will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Beneficiary.

41.4 Removal of Improvements. Grantors shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Beneficiary. As a

condition to the alteration, demolition, or removal of any Improvements, Beneficiary may require Grantors to make arrangements satisfactory to Beneficiary to replace such Improvements with Improvements of at least equal value.

41.5 Beneficiary's Right to Enter. Beneficiary and its agents and representatives may enter upon the Property at all reasonable times to attend to Beneficiary's interests and to inspect the Property for purposes of Grantors' compliance with the terms and conditions of this Deed of Trust.

41.6 Compliance with Governmental Requirements. Grantors shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantors may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantors have notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Grantors to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

41.7 Duty to Protect. Grantors agree neither to abandon nor leave unattended the Property. Grantors shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Mortgaged Property.

41.8 Access Laws.

41.8.1 Grantors agree that Grantors and the Property shall at all times strictly comply with the requirements of the federal Americans with Disabilities Act of 1990; the federal Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Beneficiary may require a certificate of compliance with the Access Laws and Indemnification agreement in a form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Beneficiary.

41.8.2 Notwithstanding any provisions set forth herein or in any other document, Grantors shall not alter or permit any tenant or other person to alter the Property in any manner which would increase Grantors' responsibilities for compliance with the Access Laws without the prior written approval of Beneficiary. In connection with such approval, Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Beneficiary.

41.8.3 Grantors agree to give prompt written notice to Beneficiary of the receipt by Grantors of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

41.8.4 Grantors shall indemnify, defend and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities,

penalties, fines and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Grantors under this section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding or delivery of a deed in lieu of foreclosure.

41.9 **Reappraisals.** Beneficiary shall have the right to obtain at Grantors' cost and expense reappraisals of the Property from any licensed or certified appraiser designated by Beneficiary, from time to time (a) whenever such reappraisal may be required by any law, rule, or regulation applicable to the conduct of Beneficiary's business, or (b) whenever reasonably deemed appropriate by Beneficiary following the occurrence or during the continuation of an Event of Default. Beneficiary may use the results of such reappraisal to evaluate and restructure such loan or loans if necessary in Beneficiary's reasonable discretion.

42. **Leases.** In the event Beneficiary shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, Beneficiary, during such time as it shall be mortgagee in possession, shall have, and Grantors hereby give and grant to Beneficiary, the right, power and authority, by itself or through a duly appointed receiver, to make and enter into leases of the Property or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Grantors expressly acknowledge and agree that the term of any such lease may extend beyond the date of any sale of the Property hereunder, it being the intention of Grantors that, while Beneficiary is a mortgagee in possession of the Property, Beneficiary or the receiver shall be deemed to be and shall be the attorney-in-fact of Grantors for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable by Beneficiary or the receiver. The power and authority hereby given and granted by Grantors to Beneficiary shall be deemed to be coupled with an interest and shall not be revocable by Grantors.

43. **Marshaling of Assets.** Grantors hereby expressly waive all rights to require a marshaling of assets by the Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the sale of any portion of the Property which might have been retained by Grantors before foreclosing upon and selling any other portion thereof.

44. **Severability.** If any term of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

45. **Modifications.** This Deed of Trust may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

46. **Priority of Trust Deed.** The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Deed of Trust shall not be affected by renegotiation or adjustment of the interest rate provided in the Note (which may increase or

decrease the amount of periodic payments or extend or shorten the term of this Deed of Trust), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements which reflect such changes.

47. Commercial Trust Deed. Grantors warrant that the loan secured hereby is for commercial purposes and is not for residential, household, personal, agricultural or consumer purposes.

48. Mutual Negotiation. Beneficiary and Grantors confirm that they have mutually negotiated this Deed of Trust and that none of the terms or provisions of this Deed of Trust shall be presumptively construed against either party.

49. Jury Trial Waiver. GRANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS DEED OF TRUST, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE OR ANY INSTRUMENT OR OTHER AGREEMENT WHICH EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. GRANTORS ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR BENEFICIARY MAKING THE LOAN EVIDENCED BY THE NOTE.

50. Intentionally Omitted.

51. Intentionally Omitted.

52. Attorney-in-Fact. Grantors hereby irrevocably appoint Beneficiary, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Grantors shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments or assignment, conveyance or further assurance with respect to Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Property; provided, however: (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantors; (2) any sums advanced by Beneficiary in such performance shall be included in the Secured Obligation and shall bear interest at the Default Rate (as defined in the Note); (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantors or any other person or entity for any failure to take any action which it is empowered to take under this Section. Beneficiary, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Beneficiary and not for Grantors.

The remainder of this page is left intentionally blank.

DATED as of the day and year first above written.

GRANTORS:

B & C PROPERTY HOLDINGS, LLC,
an Idaho limited liability company

By: [Signature]
Russell Clark, Manager

By: [Signature]
Douglas Blevins, Manager

SAWTOOTH SUMMIT FOOD & BEVERAGE, INC.,
an Idaho corporation

By: [Signature]
Douglas Blevins, President/Director

By: [Signature]
Russell Clark, Secretary/Treasurer/Director

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of May, 2014, before me, F. Paige McAllister, a Notary Public in and for said State, personally appeared Russell Clark and Douglas Blevins, known or identified to me to be the Managers of B & C Property Holdings, LLC, an Idaho limited liability company, or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the 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.



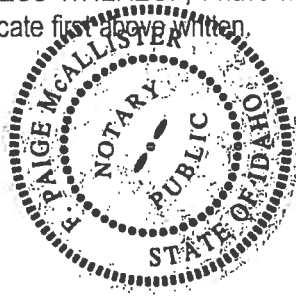
[Signature]
Notary Public for Idaho
Residing at: Ketchum, Idaho
My commission expires: 1/31/19

NOTARY PAGE TO DEED OF TRUST

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of May, 2014, before me, F. Paige McAllister, a Notary Public in and for said State, personally appeared Douglas Blevins, known or identified to me to be the President and Director of Sawtooth Summit Food & Beverage, Inc., an Idaho corporation, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the 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.



F. Paige McAllister

Notary Public for Idaho
Residing at: Ketchum, Idaho
My commission expires: 1/31/19

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of May, 2014, before me, F. Paige McAllister, a Notary Public in and for said State, personally appeared Russell Clark, known or identified to me to be the Secretary, Treasurer and Director of Sawtooth Summit Food & Beverage, Inc., an Idaho corporation, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the 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.



F. Paige McAllister

Notary Public for Idaho
Residing at: Ketchum, Idaho
My commission expires: 1/31/19

EXHIBIT "A"
Legal Description

PARCEL I

A PARCEL OF LAND IN LOT 2 NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10, THENCE NORTH 0° 08' EAST, ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 793.1 FEET TO THE NORTHWEST CORNER OF THE LAND DEEDED TO WILLIAM F. HARRAH, RECORDED JUNE 29, 1972, AS INSTRUMENT NO. 133655, RECORDS OF CUSTER COUNTY, IDAHO, THE POINT OF BEGINNING; THENCE EAST 50 FEET TO THE NORTHEAST CORNER OF SAID HARRAH LAND; THENCE NORTH 0° 08' EAST, 290 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE RIGHT OF WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE WEST ALONG SAID RIGHT OF WAY LINE 50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 0° 08' EAST, 298 FEET, MORE OR LESS FROM THE POINT OF BEGINNING; THENCE SOUTH 0° 08' WEST, 298 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS AT LEAST 60 FEET IN WIDTH IMMEDIATELY TO THE EAST OF THE ENTIRE EAST BOUNDARY OF THE ABOVE DESCRIBED LANDS.

EXCEPTING THEREFROM:

A FRACTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE WESTERLY QUARTER CORNER OF SAID SECTION 10, AND RUNNING THENCE NORTH 00° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 2213.1 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 00° 08' EAST 75.0 FEET; THENCE EAST 50.0 FEET; THENCE SOUTH 00° 08' WEST 75.0 FEET; THENCE WEST 50.0 FEET TO THE POINT OF BEGINNING.

ALSO,

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0° 08' EAST ALONG THE WEST BOUNDARY OF SAID LOT 2, 531 FEET; THENCE NORTH 89° 41' EAST, 50 FEET TO THE TRUE POINT OF BEGINNING; WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO WILLIAM F. HARRAH, RECORDED JULY 18, 1972, AS INSTRUMENT NO. 133788, RECORDS OF CUSTER COUNTY, IDAHO; THENCE CONTINUING NORTH 89° 41' EAST, 150 FEET; THENCE NORTHEASTERLY 60 FEET, MORE OR LESS, TO A POINT 60 FEET NORTH AND 160 FEET EAST OF SAID SOUTHEAST CORNER OF SAID HARRAH LAND; THENCE NORTH 89° 41' EAST, 100 FEET; THENCE NORTH 100 FEET; THENCE NORTHEASTERLY 80 FEET, MORE OR LESS TO A POINT 75 FEET SOUTH 81° 30' EAST FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO H. VAL BLACK, ET. UX., RECORDED MARCH 5, 1971, AS INSTRUMENT NO. 130502, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 81° 31' WEST, 75 FEET; THENCE NORTH 8° 30' EAST ALONG THE WEST BOUNDARY LINE OF SAID BLACK LAND 272.6 FEET TO THE NORTHWESTERLY CORNER THEREOF WHICH POINT IS ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 21; THENCE NORTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE 250 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO STANHARRAH, INC., RECORDED JANUARY 9, 1973, AS INSTRUMENT NO. 134956, RECORDS OF CUSTER COUNTY, IDAHO; THENCE

EXHIBIT A TO DEED OF TRUST

SOUTH 0° 08' WEST, 551.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO,

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 0° 08' EAST ALONG THE WEST BOUNDARY OF LOT 2, 531 FEET; THENCE NORTH 89° 41' EAST 200 FEET MORE OR LESS; THENCE NORTHEASTERLY 60 FEET; THENCE NORTH 89° 41' EAST 100 FEET; THENCE NORTHEASTERLY 180 FEET; THENCE SOUTH 82° EAST 75 FEET; THENCE NORTHEAST 73°, 170 FEET MORE OR LESS, THENCE SOUTHEAST 82°, 235 FEET MORE OR LESS; THENCE SOUTHEAST 20° 150 FEET MORE OR LESS; THENCE SOUTHWEST 72° 245 FEET MORE OR LESS; THENCE SOUTH 89° 41' WEST 325 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO,

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 0° 08' EAST ALONG THE WEST BOUNDARY OF LOT 2, 1,100 FEET MORE OR LESS TO THE SOUTH BOUNDARY LINE OF STATE HIGHWAY #21; THENCE SOUTHEASTERLY ALONG SAID ROW LINE 455 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THIS TRACT OF LAND; THENCE SOUTH 7° WEST 270 FEET MORE OR LESS; THENCE NORTHEAST 72° 170 FEET MORE OR LESS; THENCE NORTHEAST 3° 201 FEET MORE OR LESS; THENCE NORTHWEST 80° 185 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL II

A FRACTION OF LAND IN LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT A POINT SOUTH 89° 54' EAST 933.3 FEET AND SOUTH 3° 20' WEST 356.0 FEET, MORE OR LESS FROM THE NORTHWEST CORNER OF SAID SECTION 10 TO A POINT IN A LINE PARALLEL WITH AND 60.0 FEET SOUTH FROM THE CENTERLINE OF STATE HIGHWAY #21; THENCE SOUTH 3° 20' WEST 201.0 FEET, THENCE NORTH 81° 30' WEST 313.0 FEET; THENCE NORTH 3° 20' EAST 201.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 60.0 FEET SOUTH FROM THE CENTERLINE OF STATE HIGHWAY #21; THENCE SOUTH 80° 35' 15" EAST 313.0 FEET, MORE OR LESS, ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

LESS THE FOLLOWING TWO PARCELS,

A PARCEL OF LAND IN LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 10 A DISTANCE OF 933.3 FEET; THENCE SOUTH 3° 20' WEST, 457.0 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN THE DEED TO IRA WELLS, ET. UX., RECORDED OCTOBER 16, 1970, AS INSTRUMENT NO. 129955, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 81° 30' WEST, 80 FEET; THENCE NORTH 3° 20' EAST, 101 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY LINE OF STATE HIGHWAY NO. 21; THENCE SOUTHEAST ALONG SAID SOUTHERLY HIGHWAY BOUNDARY LINE 80 FEET, SOUTH 3° 20' WEST, 101 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

A PARCEL OF LAND IN LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 10 A DISTANCE OF 933.3 FEET; THENCE SOUTH 3° 20' WEST, 457.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, WHICH POINT IS ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN THE DEED TO THE IRA WELLS, ET. UX., RECORDED OCTOBER 16, 1970, AS INSTRUMENT NO. 129955, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 3° 20' WEST ALONG SAID WESTERLY BOUNDARY LINE 100.0 FEET; THENCE NORTH 81° 30' WEST 80.0 FEET; THENCE NORTH 3° 20' EAST, 100.0 FEET; THENCE SOUTH 81° 30' EAST, 80.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING THREE PARCELS:

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST, 558.2 FEET; THENCE NORTH 71° 32' EAST 66.0 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 71° 32' EAST 100.0 FEET; THENCE NORTH 18° 30' WEST 100.0 FEET; THENCE SOUTH 71° 32' WEST 100.0 FEET; THENCE SOUTH 18° 30' EAST 100.0 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10, RUN THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST 200.0 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 89° 41' EAST 100.0 FEET; THENCE NORTH 0° 08' EAST 100.0 FEET; THENCE SOUTH 89° 41' WEST 100.0 FEET; THENCE SOUTH 0° 08' WEST 100.0 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST, 558.2 FEET; THENCE NORTH 71° 32' EAST, 166.0 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 71° 32' EAST 100.0 FEET; THENCE NORTH 18° 30' WEST 100.0 FEET; THENCE SOUTH 71° 32' WEST 100.0 FEET; THENCE SOUTH 18° 30' EAST 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PARCEL OF LAND IN LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 10 A DISTANCE OF 933.3 FEET; THENCE SOUTH 3° 20' WEST, 457.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, WHICH POINT IS ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN THE DEED TO THE IRA WELLS, ET. UX., RECORDED OCTOBER 16, 1970, AS INSTRUMENT NO. 129955, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 3° 20' WEST ALONG SAID WESTERLY BOUNDARY LINE 100.0 FEET; THENCE NORTH 81° 30' WEST 80.0 FEET; THENCE NORTH 3° 20' EAST, 100.0 FEET; THENCE SOUTH 81° 30' EAST, 80.0 FEET TO THE POINT OF BEGINNING.

PARCEL IV

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 50° 13' EAST, 1568.6 FEET; THENCE SOUTH 28° 17' EAST, 39.5 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ALSO ON THE EAST BOUNDARY LINE OF THE LAND DESCRIBED IN THE DEED TO WILLIAM F. HARRAH RECORDED JULY 19, 1972, AS INSTRUMENT NO. 153802, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 22° 22' EAST 383.2 FEET, MORE OR

LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE NORTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE 591 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SECOND PARCEL OF LAND DESCRIBED IN THE MEMORANDUM OF UNDERSTANDING DATED NOVEMBER 25, 1975, BETWEEN IVAN SILBAUGH, ET. UX., AND STANHARRAH, INC., RECORDED DECEMBER 3, 1975, AS INSTRUMENT NO. 141343, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 8° 30' WEST 90 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED TO IRA WELLS, ET. UX., RECORDED DECEMBER 6, 1956, IN BOOK 31 OF DEEDS, PAGE 211, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 58° 30' EAST, 23 FEET MORE OR LESS, TO A NORTHEAST CORNER OF SAID SILBAUGH LAND; THENCE SOUTH 3° WEST, 120 FEET, MORE OR LESS, TO THE NORTH LINE OF THE LAND DESCRIBED IN THE DEED TO H. VAL BLACK, ET. UX., RECORDED MARCH 5, 1971, AS INSTRUMENT NO. 130502, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 81° 30' EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID BLACK LAND 71 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 28° 17' EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID BLACK LAND 180.5 FEET TO THE SOUTHEASTERLY CORNER THEREOF, WHICH IS ALSO THE NORTHEASTERLY CORNER OF SAID HARRAH LAND; THENCE CONTINUING SOUTH 28° 17' EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID HARRAH LAND 349.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL V

A FRACTION OF LOT 2 IN SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, RUNNING THENCE SOUTH 50° 13' EAST 1568.6 FEET; THENCE SOUTH 28° 17' EAST 39.5 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 22° 22' EAST 383.2 FEET, MORE OR LESS, TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE SOUTHERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF IDAHO STATE HIGHWAY NO. 21 AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 93 A DISTANCE OF 568.5 FEET, MORE OR LESS, TO A POINT WHICH LIES SOUTH 28° 17' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 28° 17' WEST 247.1 FEET TO THE POINT OF BEGINNING.

PARCEL VI

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER) OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 10 A DISTANCE OF 933.3 FEET; THENCE SOUTH 3° 20' WEST 557.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81° 30' WEST, 80.0 FEET; THENCE SOUTH 18° 43' EAST, 141.4 FEET; THENCE SOUTH 18° 30' EAST, 100.0

FEET; THENCE NORTH 71° 32' EAST, 156.2 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO IRA WELLS, ET. UX., RECORDED DECEMBER 6, 1956, IN BOOK 31 OF DEEDS, PAGE 211, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 28° 17' WEST ALONG SAID WESTERLY BOUNDARY LINE 180.5 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO IRA WELLS, ET. UX., RECORDED OCTOBER 16, 1970, AS INSTRUMENT NO. 129955, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 81° 30' WEST ALONG THE SOUTH BOUNDARY LINE OF SAID WELLS LAND 71 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING

A PARCEL OF LAND IN LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 10 A DISTANCE OF 933.3 FEET; THENCE SOUTH 3° 20' WEST, 457.0 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN THE DEED TO IRA WELLS, ET. UX., RECORDED OCTOBER 16, 1970, AS INSTRUMENT NO. 129955, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 81° 30' WEST, 80 FEET; THENCE NORTH 3° 20' EAST, 101 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY LINE OF STATE HIGHWAY NO. 21; THENCE SOUTHEAST ALONG SAID SOUTHERLY HIGHWAY BOUNDARY LINE 80 FEET, SOUTH 3° 20' WEST, 101 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL VII

A PARCEL OF LAND WITHIN GOVERNMENT LOT 2 OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND WITHIN GOVERNMENT LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO. COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00° 02' WEST 429.92 FEET ALONG THE WEST BOUNDARY OF SAID LOT 2; THENCE NORTH 89° 38' 43" EAST 556.57 FEET; THENCE NORTH 71° 06' 29" EAST 430.03 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTH 71° 06' 29" EAST 91.26 FEET TO AN IRON PIN; THENCE SOUTH 28° 43' 17" EAST 149.66 FEET TO AN IRON PIN; THENCE SOUTH 44° 09' 16" WEST., 30.36 FEET TO AN IRON PIN; THENCE NORTH 47° 59' 36" WEST 184.52 FEET TO THE POINT OF BEGINNING.

PARCEL VIII

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, 531.0 FEET; THENCE NORTH 46° 30' EAST, 361.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81° 30' EAST, 150.0 FEET; THENCE NORTH 8° 30' EAST, 272.6 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 21; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 150.0 FEET; THENCE SOUTH 8° 30' WEST, 272.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO,

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER) OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2 OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST 558.2 FEET; THENCE NORTH 71° 32' EAST 266.0 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE NORTH 71° 32' EAST 100.0 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THE LAND DEEDED TO H. VAL BLACK, ET. UX., RECORDED MARCH 5, 1971, AS INSTRUMENT NO. 130502, RECORDS OF CUSTER COUNTY, IDAHO; THENCE NORTH 18° 30' WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID BLACK LAND 100.0 FEET; THENCE SOUTH 71° 32' WEST 100.0 FEET; THENCE SOUTH 18° 30' EAST 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL IX

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST, 300.0 FEET TO THE POINT OF BEGINNING AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 89° 41' EAST 100.0 FEET; THENCE NORTH 0° 08' EAST 100.0 FEET; THENCE SOUTH 89° 41' WEST 100.0 FEET; THENCE SOUTH 0° 08' WEST 100.0 FEET TO THE POINT OF BEGINNING.

ALSO,

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER) OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A

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DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST, 400.0 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 89° 41' EAST 100.0 FEET; THENCE NORTH 0° 08' EAST 100.0 FEET; THENCE SOUTH 89° 41' WEST 100.0 FEET; THENCE SOUTH 0° 08' WEST 100.0 FEET TO THE POINT OF BEGINNING.

ALSO,

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 10, THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST 500.0 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE NORTH 89° 41' EAST 58.2 FEET; THENCE NORTH 71° 32' EAST 66.0 FEET; THENCE NORTH 18° 30' WEST 100.0 FEET; THENCE SOUTH 71° 30' WEST 49.6 FEET; THENCE SOUTH 89° 41' WEST 42.7 FEET; THENCE SOUTH 0° 08' WEST 100.0 FEET TO THE POINT OF BEGINNING.

PARCEL X

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID LOT 2 OF SECTION 10, THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET TO THE POINT OF BEGINNING AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 0° 08' EAST, 100.0 FEET; THENCE NORTH 89° 41' EAST, 100.0 FEET; THENCE SOUTH 0° 08' WEST 100.0 FEET; THENCE SOUTH 89° 41' WEST, 100.0 FEET TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF LAND IN LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER), SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SAID LOT 2 OF SECTION 10; THENCE NORTH 0° 08' EAST ALONG THE WESTERLY BOUNDARY OF SECTION 10 A DISTANCE OF 431.0 FEET; THENCE NORTH 89° 41' EAST, 100.0 FEET TO THE POINT OF BEGINNING AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH 89° 41' EAST 100.0 FEET; THENCE NORTH 0° 08' EAST 100.0 FEET; THENCE SOUTH 89° 41' WEST, 100.0 FEET; THENCE SOUTH 0° 08' WEST, 100.0 FEET TO THE POINT OF BEGINNING.

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PARCEL XI

A PARCEL OF LAND WITHIN THE NORTHEAST QUARTER NORTHEAST QUARTER, SECTION 9, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE NORTH 0° 07' 59" EAST, 1320.00 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER NORTHEAST QUARTER; THENCE NORTH 89° 52' 01" WEST, 261.28 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER NORTHEAST QUARTER; THENCE NORTH 0° 15' 21" EAST, 197.00 FEET; THENCE 106.62 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 43° 17' 07" A RADIUS OF 141.13 FEET AND A LONG CHORD OF 104.10 FEET THAT BEARS NORTH 21° 23' 12" WEST; THENCE 108.60 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 40° 49' 46", A RADIUS OF 152.40 FEET AND A LONG CHORD OF 106.32 FEET THAT BEARS NORTH 22° 36' 54" WEST; THENCE NORTH 2° 12' 00" WEST, 39.14 FEET TO THE SOUTH LINE OF THE ORIGINAL TOWNSITE OF STANLEY; THENCE SOUTH 89° 52' 01" EAST, 341.75 FEET, ALONG SAID SOUTH TOWNSITE LINE TO THE EAST LINE OF SAID NORTHEAST QUARTER NORTHEAST QUARTER; THENCE SOUTH 0° 07' 59" WEST, 431.00 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE WESTERLY 30 FEET OF THE ABOVE DESCRIBED REAL ESTATE FOR INGRESS AND EGRESS AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT TO THE CITY OF STANLEY RECORDED JULY 23, 1985 AS INSTRUMENT NO. 174458.

PARCEL XII

LOTS 1 AND 2 IN BLOCK 1 OF THE ORIGINAL TOWNSITE OF STANLEY (UPPER STANLEY), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN CUSTER COUNTY, IDAHO.

PARCEL XIII

LOTS 4, 5, AND 6 IN BLOCK 1 OF THE ORIGINAL TOWNSITE OF STANLEY (UPPER STANLEY), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN CUSTER COUNTY, IDAHO.

PARCEL XIV

ALL OF LOTS 7, 8, 9, 10, 11 AND 12 OF BLOCK 1 OF THE ORIGINAL TOWNSITE OF STANLEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN CUSTER COUNTY, IDAHO EXCEPTING THEREFROM THE NORTH 15 FEET DEED TO THE STATE OF IDAHO TRANSPORTATION DEPARTMEN.

PARCEL XV

LOTS 11 AND 12 IN BLOCK 4 OF THE ORIGINAL TOWNSITE OF STANLEY (UPPER STANLEY), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN CUSTER COUNTY, IDAHO.

PARCEL XVI

LOT 3 AND THE SOUTH HALF OF LOT 4 IN BLOCK 1 OF RIVERVIEW SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF, NOW ON FILE IN THE OFFICE OF CUSTER COUNTY, IDAHO.

PARCEL XVII

LOTS 8, 9, 10, 11, 12 AND 13 IN BLOCK 1 OF RIVERVIEW SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF, NOW ON FILE IN THE OFFICE OF CUSTER COUNTY, IDAHO.

XVIII

A FRACTION OF LOT 2, SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE NORTH 89° 54' E. 933.5 FEET ALONG THE NORTH LINE OF SAID SECTION 10, THENCE SOUTH 178.0 FEET, THENCE NORTH 75° 36' EAST 370.0 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 5° 47' EAST 44.0 FEET, THENCE SOUTH 10° 22' WEST 120.8 FEET, MORE OR LESS TO A POINT IN THE NORTH RIGHT OF WAY LINE OF IDAHO STATE HIGHWAY #21, THENCE NORTHEAST 338.0 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE, TO A POINT WHICH LIES NORTH 75° 36' EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 75° 36' WEST 238.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL XIX

A FRACTION OF LOT 2 SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE SOUTH 126.1 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SECTION 10, THENCE SOUTH 81° 13' EAST 451.7 FEET, THENCE NORTH 4° 10' EAST 21.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 60.0 FEET NORTH FROM THE CENTERLINE OF STATE HIGHWAY #21, THE REAL POINT OF BEGINNING, THENCE NORTH 4° 10' EAST 203.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION 10, THENCE SOUTH 89° 54' EAST 1,060.0 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #93, THENCE SOUTH 8° 52' WEST 12.3 FEET, THENCE SOUTH 75° 36' WEST 665.0 FEET, THENCE SOUTH 8° 30' WEST 72.0, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 60.0 FEET NORTH FROM THE CENTERLINE OF STATE HIGHWAY #21, THENCE NORTH 80° 35' 15" WEST 477.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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A FRACTION OF LOT 10, SECTION 3, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 13 EAST; THENCE SOUTH 126.1 FEET TO THE NORTHERLY SIDE OF ROAD GOING TO UPPER STANELY; THENCE SOUTH 81° 30' EAST, ALONG SAID R-O-W LINE 451.7 FEET; THENCE NORTH 4° 10' EAST 224 FEET TO THE SOUTH BOUNDARY LINE OF LOT 10 SECTION 3, TO THE POINT OF BEGINNING; THENCE NORTH 89° 06' EAST 263.6 FEET; THENCE NORTH 33° 22' EAST 310.7 FEET; THENCE NORTH 9° 54' EAST 1039.2 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 10; THENCE SOUTH 89° 54' EAST ALONG THE NORTH BOUNDARY LINE 702.2 FEET TO THE HIGHWAY RIGHT OF WAY #93; THENCE SOUTH 8° 52' WEST 15.9 FEET; THENCE WEST 49.5 FEET; THENCE SOUTH 8° 52' WEST 1320 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF LOT 10, SECTION 3, THENCE SOUTH 89° 54' WEST 1080 FEET MORE OR LESS TO THE POINT OF BEGINNING.

A FRACTION OF SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 13 EAST; THENCE SOUTH 89° 54' EAST ALONG THE SOUTH BOUNDARY LINE OF SECTION 3, 419.5 FEET TO THE POINT OF BEGINNING; THENCE NORTH 4° 10' EAST 230 FEET; THENCE SOUTH 76° 37' EAST 50 FEET, MORE OR LESS; THENCE NORTH 55° 02' EAST 254.4 FEET; THENCE NORTH 8° 40' EAST 223.9 FEET; THENCE NORTH 83° 02' EAST 216.5 FEET; THENCE SOUTH 9° 54' WEST 324.3 FEET; THENCE SOUTH 33° 22' WEST 310.7 FEET; THENCE SOUTH 89° 59' WEST 300 FEET MORE OR LESS ALONG THE SOUTH BOUNDARY LINE OF SECTION 3 TO THE POINT OF BEGINNING.

PARCEL XX

A FRACTION OF LOT 2 (NORTHWEST QUARTER NORTHWEST QUARTER) SECTION 10, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 3, 4, 9 AND 10, SAID TOWNSHIP AND RANGE; THENCE NORTH 89° 54' EAST, 933.5 FEET ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 10; THENCE SOUTH 178 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ALSO A CORNER OF THE LAND DESCRIBED IN THE DEED TO EUNICE B. VEAZEY, RECORDED SEPTEMBER 7, 1962, IN BOOK 34 OF DEEDS, PAGE 468, RECORDS OF CUSTER COUNTY, IDAHO. THENCE NORTH 75° 36' EAST, 370 FEET, WHICH POINT IS THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO FORE B INC., RECORDED OCTOBER 1, 1970, AS INSTRUMENT NO. 129866, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 5° 47' EAST, 44 FEET; THENCE SOUTH 10° 22' WEST, 120 FEET MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 21; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 355 FEET, MORE OR LESS, TO A POINT SOUTH 8° 30' WEST

FROM THE TRUE POINT BEGINNING, WHICH POINT IS ALSO ON THE EAST
LINE OF SAID VEAZY LAND; THENCE NORTH 8° 30' EAST ALONG THE EAST
LINE OF SAID VEAZY LAND 62 FEET, MORE OR LESS, TO THE TRUE POINT OF
BEGINNING.

EXHIBIT "B"
List of Water Licenses, Permits, Certificates or Shares

The water rights appurtenant to the lands described in Exhibit A to this Deed of Trust situate in Custer County, Idaho,

Said water rights are based on Licenses and described in seven (7) Idaho Department of Water Resources Water Right Reports relating to the water rights summarized, in part, as follows:

WATER RIGHT NUMBER	PLACES OF USE	SOURCE OF WATER	POINTS OF DIVERSION	ANNUAL VOLUME	DIVERSION RATE
71-7107	Commercial	Ground water	L2 (NW1/4NW1/4, Sec. 10, T10N, R13E)	5.60 AF (acre feet)	.120 CFS (cubic feet per second)
71-7108	Domestic	Ground water	NW1/4NW1/4, Sec. 10, T10N, R13E NE1/4NE1/4, Sec. 9, T10N, R13E	13.80 AF	.250 CFS
71-7109	Commercial	Ground water	NW1/4NW1/4, Sec. 10, T10N, R13E	15.10 AF	.380 CFS
71-7110	Commercial	Ground water	NE1/4NE1/4, Sec. 9, T10N, R13E	1.20 AF	.060 CFS
71-7111	Commercial	Ground water	NE1/4NE1/4, Sec. 9, T10N, R13E	7.70 AF	.180 CFS
71-7112	Domestic	Ground water	NE1/4NE1/4, Sec. 9, T10N, R13E	3.60 AF	.060 CFS
71-7143	Domestic	Ground water	L2 (NW1/4NW1/4, Sec. 10, T10N, R13E)	2.30 AF	.160 CFS