

JAN 07 2013

WATER RESOURCES
WESTERN REGION

Form 42-248(6) 3/07

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

1. Water Right No(s): ^{PB}63-3275B; ^{PB}63-3134B; ^{WA}63-33644; ^{PB}63-33544; ^{PB}63-33547; ^{PB}63-3486; ^{PB}63-33543; ^{PB}63-33546; ^{PB}63-3274;
^{PB}63-7876; ^{PB}63-3255; ^{PB}63-3043; ^{PB}63-2896; ^{ALL}63-31476; ^{PB}63-33580; ^{PB}63-33581

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest

RABO AGRIFINANCE, INC.12443 OLIVE BLVD., SUITE 50ST. LOUIS, MO 63141

4. Name of Water Right Owner/Claimant(s) SunRidge Dairy, LLC
5. Expiration Date of Notification Period 12/1/2027

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

7. Signature(s) of Security Interest holder(s) _____
(and title if applicable)

Judy A. Cochran
Rabo Agrifinance, Inc., a Delaware corporation
Judy A. Cochran, Assistant Vice-President

For Office Use Only

Received by MS
 Receipted by MS
 Processed by PS AJ

Date 1/7/13
 Date 1/7/13
 Date 6/13/13

Fee 400-
 Receipt No. 2040791
 WR MS Date 1/7/13

SUPPORT DATA

IN FILE # 63-28916

2012-057160

RECORDED

12/20/2012 03:51 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=10 MBROWN

\$37.00

TYPE: DEED

FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

SPECIAL WARRANTY DEED

1072598LP

FOR VALUE RECEIVED

DBSI Tiegs 979 LLC, an Idaho limited liability company

the Grantor, does hereby grant, bargain, sell and convey unto

SunRidge Dairy, LLC, an Idaho limited liability limited company, whose address is 4890 Dry Lake Rd Nampa ID 83686, the Grantee, the following described premises, in Ada, Boise, Idaho,

TO WIT:

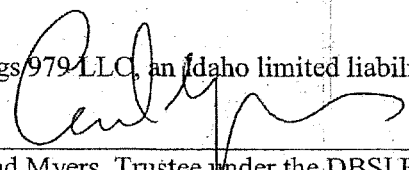
SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all other easements, hereditaments, and appurtenances benefitting such real property,

TO HAVE AND TO HOLD the said premises, with its appurtenances unto Grantee, its successors, heirs and assigns forever. And Grantor does hereby covenant to and with Grantee, its successors, heirs and assigns forever, that Grantor is the owner in fee simple of said premises; that Grantor has a good right to convey the fee simple; that the premises is free from any and all liens, claims, encumbrances or other defects of title, except those Permitted Exceptions listed on the attached EXHIBIT B; and that Grantor will warrant and defend the same against every person lawfully claiming by, through, or under Grantor, but not otherwise.

Dated this 19th day of December, 2012.

DBSI Tiegs 979 LLC, an Idaho limited liability company

X 
By: Conrad Myers, Trustee under the DBSI Real Estate Liquidating Trust, as confirmed in the Second Amended Joint Chapter 11 Plan of Liquidation, Case No. 08-12687 (PJW), United States Bankruptcy Court, District of Delaware.

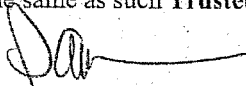
RECEIVED

JAN 08 2013

WATER RESOURCES
WESTERN REGION

State of Oregon, County of Multnomah, ss.

On this 19 day of **December** in the year of **2012**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Conrad Myers** known or identified to me to be the person whose name is subscribed to the within instrument as the **Trustee under the DBSI Real Estate Liquidating Trust which is the Sole Member of DBSI Ties 979 LLC** and acknowledged to me that he executed the same as such Trustee.



Notary Public

Residing at: Multnomah

My Commission Expires: 1.14.15

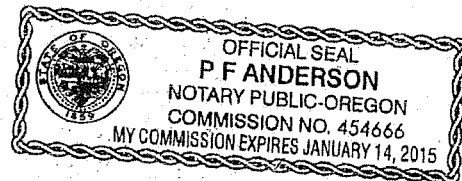


Exhibit "A"
Legal Description of Property

PARCEL I

That portion of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. More particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING.

PARCEL II

Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

PARCEL III

That portion of the West half of the Southwest quarter of the Northwest quarter lying Southwesterly of the road described in instrument recorded August 5, 1998 as Instrument No. 9829133, of Official Records, in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO A PART OF PARCEL III

Lots 3 and 4 and the South half of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. SAVE AND EXCEPT the following described real property: Commencing at the Southeast corner of the above described real property; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 345 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 115 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said Section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTION THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter of the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of

462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32 of Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

SAVE AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Commencing at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 345.00 feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail; thence North 89 degrees 35'02" West, 190.00 feet to the Northwest corner of that certain parcel of land described in a Warranty Deed, Instrument No. 200375709, of Official Records, between Leonard A. and Fern Hazel Tiegs and Reyes and Esperanza P. Tovar dated February 24, 1992, and being the POINT OF BEGINNING; thence South 00 degrees 13'46" West, 230.00 feet along the West line of said deed to the Southwest corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the South line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 230.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Westerly extension of the Northerly line of said deed; thence South 89 degrees 35'02" East, 15.00 feet along said Westerly extension of said Northerly deed line to the POINT OF BEGINNING. SAVE AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Beginning at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 115.00 feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail at the Northeast corner of that certain parcel of land described in a Quit Claim Deed, Instrument No. 9921164, of Official Records, dated May 26, 1996; thence North 89 degrees 35'02" West, 190.00 feet along the Northerly line of said deed to the Northwest corner of said deed; thence South 00 degrees 13'46" West, 230.00 feet along the Westerly line of said deed to the Southwesterly corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the Southerly line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 345.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Northerly line of said Section 5; thence South 89 degrees 35'02" East, 205.00 feet along said Northerly section line to the POINT OF BEGINNING.

PARCEL IV

North half of the Southwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve

to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL V

All that portion of the Northeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, that lies South and West, of the Mora Canal right-of-way.

PARCEL VI

The West half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VII

The East half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VIII

The South half of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West. AND EXCEPTING THEREFROM the East half of Northwest quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL IX

Commencing at the North quarter corner of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, the REAL POINT OF BEGINNING; thence continuing South along the West line of the aforementioned Lot 2 of Section 6, 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, of Section 6, Township 1 North, Range 2 West, Boise Meridian, 1,825.0 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING; all of the above described property lying in Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL X

The Northeast quarter of the Southeast quarter of the Northeast quarter and the East half of the Northwest quarter of the Southeast quarter of the Northeast quarter, all in Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-

way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XI

This parcel is a portion of the Southeast quarter of section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter; thence South 0 degrees 58'46" West along the East boundary of the said Southeast quarter, a distance of 254.31 feet; thence South 75 degrees 29'17" West, a distance of 174.22 feet; thence South 79 degrees 55'27" West, a distance of 241.97 feet; thence South 88 degrees 28'35" West, a distance of 280.23 feet; thence North 84 degrees 07'17" West, a distance of 111.48 feet; thence North 78 degrees 38'13" West, a distance of 358.97 feet; thence North 79 degrees 59'05" West, a distance of 185.05 feet; thence North 82 degrees 45'12" West, a distance of 472.38 feet; thence North 75 degrees 36'00" West, a distance of 86.72 feet; thence North 71 degrees 12'20" West, a distance of 331.18 feet; thence North 74 degrees 16'13" West, a distance of 279.95 feet to a point on the North boundary of the said Southeast quarter; thence South 89 degrees 17'47" East along the said North boundary, a distance of 2,472.21 feet to the POINT OF BEGINNING.

PARCEL XII

This parcel is a portion of the Southeast quarter of the Northwest quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter of the Northwest quarter; thence South 0 degrees 52'27" West along the East boundary of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on

the North boundary of the said Southeast quarter of the Northwest quarter; thence South 89 degrees 13'36" East along the said North boundary, a distance of 562.28 feet to the POINT OF BEGINNING.

PARCEL XIII

This parcel is a portion of Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4; thence South 0 degrees 51'57" West along the West boundary of said Government Lot 4, a distance of 333.12 feet (formerly South, a distance of 330 feet); thence South 89 degrees 13'36" East (formerly East) along a line parallel with the South boundary of said Government Lot 4, a distance of 840.10 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 13'36" East, a distance of 479.90 feet to a point on a line that is parallel with and 1,320.00 feet Easterly of the said West boundary of Government Lot 4; thence South 0 degrees 51'57" West along the said parallel line, a distance of 419.14 feet to a point 580.23 feet Northerly of the said South boundary of Government Lot 4; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73 degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet to the TRUE POINT OF BEGINNING.

PARCEL XIV

Lots 3 and 4 of Section 6, Township 1 North, and Lot 4 and the Southeast quarter of the Southwest quarter of Section 31, Township 2 North, all in Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the following Commencing at the Northwest corner of Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and running South along the West line of Lot 4, a distance of 330 feet to the REAL POINT OF BEGINNING; thence continuing South along said West line 990 feet to the Southwest corner of Lot 4; thence East along the South line of Lot 4, a distance of 1,320 feet; thence North and parallel to the West line of Lot 4, 990 feet; thence Westerly parallel to the South line of Lot 4, 1,320 feet to the REAL POINT OF BEGINNING.

All contained in Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. AND EXCEPTING THEREFROM that portion of Lot 3, Lot 4 and the Southeast quarter of the Northwest quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho and Lot 4 of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying South and West of the following described line: Beginning at a point that is South 0 degrees 52'27" West along the East boundary from the Northeast corner of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet to the REAL POINT OF BEGINNING of said line; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on the North boundary of said Southeast quarter of the Northwest quarter; thence continuing North 55 degrees 25'07" West, a distance of 23.96 feet; thence North 54 degrees 54'28" West, a distance of 112.11 feet; thence North 51 degrees 45'14" West, a distance of 119.19 feet; thence North 49 degrees 17'31" West, a distance of 197.98 feet; thence North 52 degrees 55'29" West, a distance of 513.63 feet; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73 degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet; thence continuing

North 52 degrees 37'10" West, a distance of 157.29 feet; thence North 53 degrees 23'06" West, a distance of 236.11 feet; thence North 55 degrees 11'55" West, a distance of 273.91 feet; thence North 60 degrees 11'41" West, a distance of 162.99 feet; thence North 60 degrees 58'30" West, a distance of 172.60 feet to the West boundary of Government Lot 4 of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, the POINT OF TERMINATION of said line. ALSO EXCEPTING THEREFROM a right-of-way disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

PARCEL XV

Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the North quarter corner of Section 6, and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, the REAL POINT OF BEGINNING; thence continuing South along the West line of Lot 2, a distance of 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, a distance of 1,825 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM out of Parcels XV, XVI AND XVII: This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet, along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XVI

Lot 3 in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Beginning at the Northwest corner of Government Lot 3, the REAL POINT OF BEGINNING; thence South 89 degrees 06'27" East along the North boundary of said Government Lot 3, a distance of 854.95 feet; thence South 5 degrees

00'00" West, a distance of 374.96 feet; thence South 12 degrees 55'25" West, a distance of 149.02 feet; thence North 82 degrees 33'12" West, a distance of 252.41 feet; thence North 77 degrees 29'53" West, a distance of 202.42 feet; thence North 73 degrees 09'27" West, a distance of 361.75 feet to a point on the West boundary of said Government Lot 3; thence North 0 degrees 51'53" East along the said West boundary, a distance of 350.79 feet to the REAL POINT OF BEGINNING. ALSO EXCEPTING THEREFROM a right-of-way as disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

RECEIVED

JAN 08 2012

Rabo AgFinance, Inc.

UAAR®

File No. # 2012 SunRidge Dairy

WEST RESOURCES
WESTERN



2012-057161

RECORDED

12/20/2012 03:51 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDERPgs=24 MBROWN \$79.00
TYPE: MTG D OF T
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDEDRECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

RECEIVED

JAN 07 2013

WATER RESOURCES
DIVISION

Space above this line for Recorder's Use

SunRidge Dairy \$6.440 mln Re Term Loan

Real Estate Term Loan: 10584700/kma

10725984

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Canyon County, Idaho)

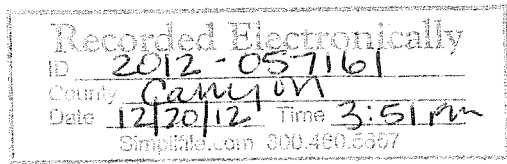
THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage is dated as of December 17, 2012. It is by SUNRIDGE DAIRY, LLC, an Idaho limited liability company ("Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of \$6,440,000.00 to Grantor under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Canyon County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

1072598LP

Space above this line for Recorder's Use

SunRidge Dairy \$6.440 mln Re Term Loan

Real Estate Term Loan: 10584700/kma

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Canyon County, Idaho)

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

This mortgage is dated as of December 17, 2012. It is by SUNRIDGE DAIRY, LLC, an Idaho limited liability company ("Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of \$6,440,000.00 to Grantor under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Canyon County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use

the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) subject to Section 39, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements(ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (s) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (t) all other real or personal property described in EXHIBIT B; (u) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (v) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$6,440,000.00 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note"); (ii) all Hedging Obligations; and (iii) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$7,765,000.00 (the "Maximum

Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances or enter into future derivatives transactions in any amount.

3. Note Maturity Date. The Note matures on December 1, 2027.

4. Assignment. Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

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

6. Warranty of Title. Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. Additional Representations. Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (i) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (k) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (n) Grantor is not the subject of any Judgment; (o) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q) before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real

Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

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

9. Maintenance and Preservation of Property. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

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

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

therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

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

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

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

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

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

PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

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

18. **Events of Default** The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

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

20. **Sales of Property** Mortgagee may elect to treat as Personality any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personality separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personality together with

real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

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

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

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

39. **Reservation of Right to Grant First Priority Security Interest In Crops.** Grantor reserves the right to obtain financing for purposes of payment of expenses incurred in the production of Grantor's crops ("Crop Financing"), secured by a first priority security interest in the Crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Grantor exercises its right to place a single crop lien on the Crops grown or to be grown on the Land, such crop lien shall automatically be a superior lien to the lien on the Crops created hereby without the need for any consent or subordination from Mortgagee.

40. **WAIVER OF TRIAL BY JURY.** GRANTOR AND, BY ACCEPTANCE HEREOF, MORTGAGEE (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE

ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

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

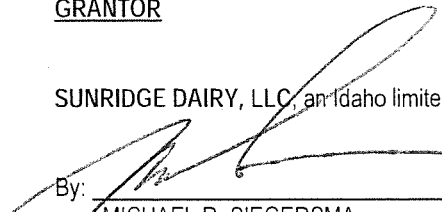
Grantor is signing this mortgage effective as of the day and year first written above.

GRANTOR

Address for notices:

4890 Dry Lake Rd
Nampa, Idaho 83686
Attention: Mike Sigersma

SUNRIDGE DAIRY, LLC, an Idaho limited liability company

By: 

MICHAEL R. SIEGERSMA
Managing Member

By: 

ADRIAN R. KROES
Managing Member

STATE OF Idaho)

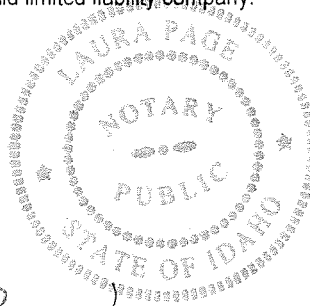
COUNTY OF Ada)

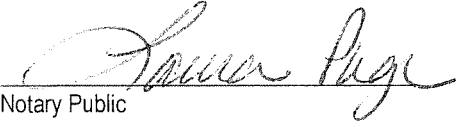
) SS.

On this 20 day of December, 2012, before me, the undersigned notary public in and for said county and state, personally appeared MICHAEL R. SIEGERSMA to me personally known, who, being by me duly sworn, did say that he is a Managing Member of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

My commission expires:




Notary Public

Residing in Boise, Idaho
Commission Expires 07/30/2015

STATE OF Idaho)

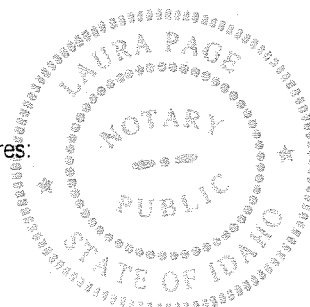
COUNTY OF Ada)

) SS.

On this 20 day of December, 2012, before me, the undersigned notary public in and for said county and state, personally appeared ADRIAN R. KROES to me personally known, who, being by me duly sworn, did say that he is a Managing Member of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

My commission expires:




Notary Public

Residing in Boise, Idaho
Commission Expires 07/30/2015

EXHIBIT A

SunRidge Dairy \$6.440 mln Re Term Loan
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Canyon County, Idaho

PARCEL I

That portion of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. More particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING.

PARCEL II

Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

PARCEL III

That portion of the West half of the Southwest quarter of the Northwest quarter lying Southwesterly of the road described in instrument recorded August 5, 1998 as Instrument No. 9829133, of Official Records, in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO A PART OF PARCEL III

Lots 3 and 4 and the South half of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. SAVE AND EXCEPT the following described real property: Commencing at the Southeast corner of the above described real property; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 345 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 115 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said Section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTION THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter of the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32 of Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

SAVE AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Commencing at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 345.00 feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail; thence North 89 degrees 35'02" West, 190.00 feet to the Northwest corner of that certain parcel of land described in a Warranty Deed, Instrument No. 200375709, of Official Records, between Leonard A. and Fern Hazel Tiegs and Reyes and Esperanza P. Tovar dated February 24, 1992, and being the POINT OF BEGINNING; thence South 00 degrees 13'46" West, 230.00 feet along the West line of said deed to the Southwest corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the South line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 230.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Westerly extension of the Northerly line of said deed; thence South 89 degrees 35'02" East, 15.00 feet along said Westerly extension of said Northerly deed line to the POINT OF BEGINNING. SAVE

AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Beginning at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 115.00 feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail at the Northeast corner of that certain parcel of land described in a Quit Claim Deed, Instrument No. 9921164, of Official Records, dated May 26, 1996; thence North 89 degrees 35'02" West, 190.00 feet along the Northerly line of said deed to the Northwest corner of said deed; thence South 00 degrees 13'46" West, 230.00 feet along the Westerly line of said deed to the Southwesterly corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the Southerly line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 345.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Northerly line of said Section 5; thence South 89 degrees 35'02" East, 205.00 feet along said Northerly section line to the POINT OF BEGINNING.

PARCEL IV

North half of the Southwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL V

All that portion of the Northeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, that lies South and West, of the Mora Canal right-of-way.

PARCEL VI

The West half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VII

The East half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VIII

The South half of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the Northeast quarter of the Southeast

quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West. AND EXCEPTING THEREFROM the East half of Northwest quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL IX

Commencing at the North quarter corner of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, the REAL POINT OF BEGINNING; thence continuing South along the West line of the aforementioned Lot 2 of Section 6, 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, of Section 6, Township 1 North, Range 2 West, Boise Meridian, 1,825.0 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING; all of the above described property lying in Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL X

The Northeast quarter of the Southeast quarter of the Northeast quarter and the East half of the Northwest quarter of the Southeast quarter of the Northeast quarter, all in Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XI

This parcel is a portion of the Southeast quarter of section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter; thence South 0 degrees 58'46" West along the East boundary of the said Southeast quarter, a distance of 254.31 feet; thence South 75 degrees 29'17" West, a distance of 174.22 feet; thence South 79 degrees 55'27" West, a distance of 241.97 feet; thence South 88 degrees 28'35" West, a distance of 280.23 feet; thence North 84 degrees 07'17" West, a distance of 111.48 feet; thence North 78 degrees 38'13" West, a distance of 358.97 feet; thence North 79 degrees 59'05" West, a distance of 185.05 feet; thence North 82 degrees 45'12" West, a distance of 472.38 feet; thence North 75 degrees 36'00" West, a distance of 86.72 feet; thence North 71 degrees 12'20" West, a distance of 331.18 feet; thence North 74 degrees 16'13" West, a distance of 279.95 feet to a point on the North boundary of the said Southeast quarter;

thence South 89 degrees 17'47" East along the said North boundary, a distance of 2,472.21 feet to the POINT OF BEGINNING.

PARCEL XII

This parcel is a portion of the Southeast quarter of the Northwest quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter of the Northwest quarter; thence South 0 degrees 52'27" West along the East boundary of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on the North boundary of the said Southeast quarter of the Northwest quarter; thence South 89 degrees 13'36" East along the said North boundary, a distance of 562.28 feet to the POINT OF BEGINNING.

PARCEL XIII

This parcel is a portion of Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Commencing at the Northwest corner of said Government Lot 4; thence South 0 degrees 51'57" West along the West boundary of said Government Lot 4, a distance of 333.12 feet (formerly South, a distance of 330 feet); thence South 89 degrees 13'36" East (formerly East) along a line parallel with the South boundary of said Government Lot 4, a distance of 840.10 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 13'36" East, a distance of 479.90 feet to a point on a line that is parallel with and 1,320.00 feet Easterly of the said West boundary of Government Lot 4; thence South 0 degrees 51'57" West along the said parallel line, a distance of 419.14 feet to a point 580.23 feet Northerly of the said South boundary of Government Lot 4; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73 degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet to the TRUE POINT OF BEGINNING.

PARCEL XIV

Lots 3 and 4 of Section 6, Township 1 North, and Lot 4 and the Southeast quarter of the Southwest quarter of Section 31, Township 2 North, all in Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the following Commencing at the Northwest corner of Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and running South along the West line of Lot 4, a distance of 330 feet to the REAL POINT OF BEGINNING; thence continuing South along said West line 990 feet to the Southwest corner of Lot 4; thence East along the South line of Lot 4, a distance of 1,320 feet; thence North and parallel to the West line of Lot 4, 990 feet; thence Westerly parallel to the South line of Lot 4, 1,320 feet to the REAL POINT OF BEGINNING.

All contained in Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. AND EXCEPTING THEREFROM that portion of Lot 3, Lot 4 and the Southeast quarter of the Northwest quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho and Lot 4 of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying South and West of the following described line: Beginning at a point that is South 0 degrees 52'27" West along the East boundary from the Northeast corner of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet to the REAL POINT OF BEGINNING of said line; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on the North boundary of said Southeast quarter of the Northwest quarter; thence continuing North 55 degrees 25'07" West, a distance of 23.96 feet; thence North 54 degrees 54'28" West, a distance of 112.11 feet; thence North 51 degrees 45'14" West, a distance of 119.19 feet; thence North 49 degrees 17'31" West, a distance of 197.98 feet; thence North 52 degrees 55'29" West, a distance of 513.63 feet; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73

degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet; thence continuing North 52 degrees 37'10" West, a distance of 157.29 feet; thence North 53 degrees 23'06" West, a distance of 236.11 feet; thence North 55 degrees 11'55" West, a distance of 273.91 feet; thence North 60 degrees 11'41" West, a distance of 162.99 feet; thence North 60 degrees 58'30" West, a distance of 172.60 feet to the West boundary of Government Lot 4 of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, the POINT OF TERMINATION of said line. ALSO EXCEPTING THEREFROM a right-of-way disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

PARCEL XV

Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the North quarter corner of Section 6, and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, the REAL POINT OF BEGINNING; thence continuing South along the West line of Lot 2, a distance of 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, a distance of 1,825 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM out of Parcels XV, XVI AND XVII: This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet, along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XVI

Lot 3 in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Beginning at the Northwest corner of Government Lot 3, the REAL POINT OF BEGINNING; thence South 89 degrees 06'27" East along the North boundary of said Government Lot 3, a distance of 854.95 feet; thence South 5 degrees 00'00" West, a distance of 374.96 feet; thence South 12 degrees 55'25" West, a distance of 149.02 feet; thence North 82 degrees 33'12" West, a distance of 252.41 feet; thence North 77 degrees 29'53" West, a distance of 202.42 feet; thence North 73 degrees 09'27" West, a distance of 361.75 feet to a point on the West boundary of said Government Lot 3; thence North 0 degrees 51'53" East along the said West boundary, a distance of 350.79 feet to the REAL POINT OF BEGINNING. ALSO EXCEPTING THEREFROM a right-of-way as disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

PARCEL XVII

A portion of the South Half of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the East Quarter Corner of said Section 31, marked by a brass cap; thence Along the Northerly boundary line of the South Half of said Section 31 North 89°21'56" West, 987.69 feet to the Northwest corner of that parcel of land as shown on Record of Survey Instrument Number 200144323, records of Canyon County, Idaho, the POINT OF BEGINNING; thence Leaving said Northerly boundary line and along the Southwesterly boundary line of said parcel of land the following courses and distances: South 18°59'58" West, 74.64 feet to an iron pin; Southeasterly 156.32 feet along the arc of a non-tangent curve to the left having a radius of 174.00 feet, a central angle of 51°28'32" and a long chord which bears South 37°03'07" East, 151.12 feet to an iron pin; South 62°47'20" East, 112.51 feet to an iron pin; Southeasterly 99.85 feet along the arc of a curve to the right having a radius of 301.00 feet, a central angle of 19°00'22" and a long chord which bears South 53°17'08" East, 99.39 feet to a point of reverse curvature marked by an iron pin; Southeasterly 142.04 feet along the arc of a curve to the left having a radius of 324.00 feet, a central angle of 25°07'09" and a long chord which bears South 56°20'30" East, 140.91 feet to an iron pin; South 68°54'03" East, 35.98 feet to an iron pin; Southeasterly 124.88 feet along the arc of a curve to the right having a radius of 556.00 feet, a central angle of 12°52'09" and a long chord which bears South 62°28'00" East, 124.62 feet to an iron pin; South 52°20'52" East, 22.87 feet to an iron pin; Southeasterly 28.62 feet along the arc of a curve to the right having a radius of 555.00 feet, a central angle of 02°57'18" and a long chord which bears South 52°11'54" East, 28.62 feet to an iron pin; South 50°43'15" East, 177.01 feet to an iron pin; Southeasterly 178.42 feet along the arc of a curve to the left having a radius of 265.00 feet, a central angle of 38°34'34" and a long chord which bears South 70°00'32" East, 175.07 feet to an iron pin; South 89°17'49" East, 64.62 feet to an iron pin; Southeasterly 42.62 feet along the arc of a curve to the right having a radius of 40.00 feet, a central angle of 61°02'41" and a long chord which bears South 58°46'28" East, 40.63 feet to the Westerly right-of-way line of Dearborn Road marked by an iron pin; thence along the Westerly right-of-way line of Dearborn Road the following courses and distances; South 00°42'11" West, 65.99 feet to an iron pin; South 89°17'42" East, 4.23 feet to an angle point in the Westerly right-of-way line of said Dearborn Road, the centerline of which is described in Instrument Number 9829133, records of Canyon County, Idaho;

South 01°19'13" West, 570.57 feet to an iron pin;
South 01°04'22" West, 462.04 feet to an iron pin;
South 01°09'52" West, 773.91 feet to an iron pin;
South 00°52'31" West, 107.83 feet to a point on the Southerly boundary line of the Southeast Quarter of said Section 31; thence leaving said Westerly right-of-way line, and along the Southerly boundary line of the Southeast Quarter of said Section 31. North 89°18'23" West 2608.33 feet to the Southwest corner of the Southeast Quarter of said Section 31 marked by an iron pin; thence leaving said Southerly boundary line and along the Westerly boundary line of the Southeast Quarter of said Section 31. North 00°47'41" East, 1321.50 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter (Center South 1/16 corner) of said Section 31; thence leaving said Westerly boundary line and along the Southerly boundary line of the Northeast Quarter of the Southwest Quarter of said Section 31 North 89°13'38" West, 1324.53 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter (Southwest 1/16 corner) of said Section 31; thence leaving said Southerly boundary line and along the Westerly boundary line of the Northeast Quarter of the Southwest Quarter of said Section 31 North 00°48'32" East, 1318.43 feet to the Northwest corner of the Northeast Quarter of the Southwest Quarter (Center-West 1/16 corner) of said Section 31; thence leaving said Westerly boundary line and along the Northerly boundary line of the South Half of said Section 31 South 89°21'37" East, 1324.21 feet to the Center Quarter corner of said Section 31 marked by an iron pin; thence continuing South 89°21'56" East, 1657.86 feet to the POINT OF BEGINNING.

PARCEL XVIII

The following describes a parcel of land being a portion of the Southwest Quarter of the Southwest Quarter (Southwest 1/4 Southwest 1/4), of Section 32, Township 2 North, Range 2 West, Boise

Meridian, Canyon County, Idaho, as shown on Record of Survey Instrument Number 2008016552, records of Canyon County, Idaho, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 32, marked by a brass cap; thence along the Westerly boundary line of the Southwest Quarter of said Section 32 South 00°42'18" West, 1322.87 feet to the Northwest Corner of the Southwest Quarter of the Southwest Quarter (South 1/16th Corner) of said Section 32; thence Leaving said Westerly boundary line and along the Northerly boundary line of said Southwest Quarter of the Southwest Quarter South 89°25'19" East, 17.99 feet to the Easterly right-of-way line of Dearborne Road as described in Right-of-Way Deed Instrument Number 9829133, records of Canyon County, Idaho, the POINT OF BEGINNING; thence Continuing along said Northerly boundary line South 89°25'19" East, 1306.05 feet to the Northeast Corner of the Southwest Quarter of the Southwest Quarter (Southwest 1/16th Corner) of said Section 32, marked by and iron pin; thence Leaving said Northerly boundary line and along the Easterly boundary line of said Southwest Quarter of the Southwest Quarter South 00°46'00" West, 1322.86 feet to the Southeast Corner of said Southwest Quarter of the Southeast Quarter (West 1/16th Corner) of said Section 32, marked by on from pin; thence Leaving said Easterly boundary line and along the Southerly boundary line of said Southwest Quarter of the Southwest Quarter North 89°25'21" West, 1313.98 feet to the Easterly right-of-way line of said Dearborne Road; thence Leaving said Southerly boundary line, and along the Easterly right-of-way line of said Dearborne Road North 00°52'31" East, 107.53 feet to an iron pin; thence Continuing North 01°09'52" East, 773.83 feet to an iron pin; thence Continuing North 01°04'22" East, 441.57 feet to the POINT OF BEGINNING.

PARCEL XIX

Government Lots 5, 6, and 7 and the East Half of the Southwest Quarter, and a portion of the Southeast Quarter of Section 6 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with plastic cap stamped "RMB 878", marking the quarter corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence along the Westerly boundary of Section 6 North 00°36'26" East a distance of 2664.74 feet to a found brass cap monument marking the Westerly corner common to Lots 5 and 6 of Section 6; thence continuing along said boundary North 00°36'40" East a distance of 1332.52 feet to a found 5/8 inch rebar with plastic cap stamped "RMB 878" marking the Westerly corner of Lots 4 and 5 of Section 6; thence along the common boundary of said Lots South 89°28'47" East a distance of 1332.53 feet to a point at the common corner of Lots 3, 4 and 5 of Section 6; thence along the Easterly boundary of Lot 5 South 00°33'52" West a distance of 1330.90 feet to a point at the common corner of Lots 5 and 6, and the Center-West 1/16th corner of Section 6; thence along the East-West center line of Section 6 South 89°32'57" East a distance of 1322.31 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking the Center at said Section; thence continuing along said center line

South 89°33'11" East a distance of 172.58 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the common boundary of property described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 8701953; thence Along said boundary the following courses and distances:

South 71°26'21" East a distance of 280.00 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 71°26'21" East a distance of 331.14 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627";

South 75°53'11" East a distance of 86.68 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627";

South 83°00'29" East a distance of 472.36 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 80°14'22" East a distance of 185.04 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 78°53'30" East a distance of 358.95 feet to a set 5/8 inch rebar with plastic cap

stamped "FLS/PLS 7612";
 South 84°22'34" East a distance of 111.47 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";
 North 88°13'18" East a distance of 280.22 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";
 North 79°40'10" East a distance of 241.96 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";
 North 75°14'00" East a distance of 174.21 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking its intersection with the Easterly boundary of Section 6; thence along said boundary
 South 00°43'21" West a distance of 1071.71 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking the South 1/16th corner common to Sections 5 and 6; thence continuing along the Easterly boundary of Section 6 South 00°43'21" West a distance of 1326.02 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7, and 8; thence along the Southerly boundary of Section 6, North 89°42'09" West a distance of 2639.94 feet to a found 5/8 inch rebar with cap stamped "RMB 878" marking the South Quarter corner of Section 6; thence continuing along said boundary, North 89°40'31" West a distance of 2655.38 feet to the TRUE POINT OF BEGINNING.

PARCEL XX

A portion of Government Lot 4, Section 31, Township 2 North, Range 2 West, and a portion of Government Lots 3 and 4, and a portion of the Southeast Quarter of the Northwest Quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the Westerly common corner of Sections 6 and 31, the TRUE POINT OF BEGINNING, from which a found brass cap monument marking the quarter corner common to Sections 1 and 6 bears South 00°36'40" West a distance of 2665.03 feet; thence along the Westerly boundary of Section 31 North 00°36'36" East a distance of 212.99 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence

Along said boundary the following courses and distances:

South 61°14'12" East a distance of 172.73 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627"; South 60°27'33" East a distance of 162.91 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612")
 South 55°27'47" East a distance of 273.78 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");
 South 53°36'38" East a distance of 236.31 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";
 South 52°54'10" East a distance of 157.07 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");
 South 52°54'10" East a distance of 59.98 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");
 South 73°59'46" East a distance of 191.74 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";
 South 33°41'41" East a distance of 60.67 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";
 South 29°07'13" East a distance of 193.15 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");
 South 40°57'28" East a distance of 108.44 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");
 South 53°11'58" East a distance of 55.74 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";
 South 53°10'25" East a distance of 513.65 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";
 South 49°32'27" East a distance of 197.99 feet to a found disturbed 1/2 inch rebar with no cap

(replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");
 South 52°00'10" East a distance of 119.19 feet to a found disturbed 1/2 inch rebar with no cap
 (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");
 South 55°09'24" East a distance of 112.11 feet to a set 5/8 inch rebar with plastic cap stamped
 "FLS/PLS 7612";
 South 55°40'03" East a distance of 23.96 feet to a found 5/8 inch rebar with no cap (set a plastic cap
 stamped "FLS/PLS 7612");
 South 55°41'22" East a distance of 234.75 feet to a found 1/2 inch rebar with no cap (set a plastic
 cap stamped "FLS/PLS 7612");
 South 57°53'49" East a distance of 115.39 feet to a found 1/2 inch rebar with plastic cap stamped
 "SKINNER LS 3627";
 South 65°45'57" East a distance of 78.92 feet to a found 1/2 inch rebar with plastic cap stamped
 "SKINNER LS 3627";
 South 67°45'11" East a distance of 211.12 feet to a set 5/8 inch rebar with plastic cap
 stamped "FLS/PLS 7612" on the North-South center line of Section 6; thence along said center line
 South 00°37'07" West a distance 1028.41 feet to a found 5/8 inch rebar with no cap (set a plastic
 cap stamped "FLS/PLS 7612") marking the center of Section 6; thence along the East-West center
 line of said Section
 North 89°32'57" West a distance of 1322.31 feet to the Easterly common corner of Lots 5 and 6 of
 Section 6; thence along the Easterly boundary of Lot 5
 North 00°33'52" East a distance of 1330.90 feet to the Easterly common corner of Lots 4 and 5 of
 Section 6; thence along the common boundary of said Lots
 North 89°28'47" West a distance of 1332.53 feet to a found 5/8 inch rebar with plastic cap stamped
 "RMB 878" at the Westerly common corner of Lots 4 and 5 of Section 6; thence along the Westerly
 boundary of Section 6 North 00°36'40" East a distance of 1332.52 feet to the TRUE POINT OF
 BEGINNING.

PARCEL XXI

The South Half of the Southwest Quarter of Section 5 in Township 1 North., Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
 Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the quarter corner common to Sections 5 and 8 bears
 South 89°20'51" East a distance of 2638.42 feet; thence along the Westerly boundary of Section 5
 North 00°43'21" East a distance of 1326.02 feet to a found 5/8 inch rebar with plastic cap stamped
 "SKINNER LS 3627" marking the South 1/16th corner of Sections 5 and 6; thence along the South
 1/16th line of Section 5 South 89°22'24" East a distance of 2639.83 feet to a found 5/8 inch rebar
 with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the Center South 1/16th corner
 of Section 5; thence along the North-South center line of Section 5 South 00°46'59" West a distance
 of 1327.22 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612")
 marking the South Quarter corner of Section 5; thence along the Southerly boundary of Section 5
 North 89°20'51" West a distance of 1319.24 feet a found 5/8 inch rebar with illegible cap
 (set plastic cap stamped "FLS/PLS 7612") marking the West 1/16th corner common to Sections 5 and
 8; thence continuing along said boundary North 89°20'51" West a distance of 1319.19 feet to the
 TRUE POINT OF BEGINNING.

PARCEL XXII

A portion of the North Half of Section 7 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
 Commencing at a found disturbed 5/8 inch rebar with no cap (re-set with a plastic cap stamped
 "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF
 BEGINNING, from which a found 5/8 inch rebar with cap stamped "RMB 878" marking the quarter
 corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence
 along the Northerly boundary of Section 7 South 89°40'31" East a distance of 2655.38 feet to a
 found 5/8 inch rebar with cap stamped "RMB 878" marking the North Quarter Corner thereof; thence
 continuing along said boundary
 South 89°40'31" East a distance of 2639.94 feet to a found 5/8 inch rebar with illegible cap

(set plastic cap stamped "FLS/PLS 7612") marking the common corner of Sections 5, 6, 7, and 8; thence along the Easterly boundary of Section 7 South 00°47'57" West a distance of 2065.13 feet to a found 5/8 inch rebar with plastic cap stamped "S E 3627" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Quit Claim Deed Instrument Number 200356947; thence

Along said boundary the following Courses and distances:

South 88°01'14" West a distance of 217.27 feet to a found ½ inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612"); South 85°17'35" West a distance of 229.63 feet to a found ½ inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 78°38'43" West a distance of 110.97 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

North 89°22'10" West a distance of 161.05 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 82°40'24" West a distance of 560.48 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 74°49'09" West a distance of 82.84 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 83°01'32" West a distance of 1299.89 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 42°18'36" West distance of 333.69 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking a point on a line 11.00 feet North of and parallel with the East-West center line of Section 7; thence along said line North 89°54'27" West a distance of 2427.88 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking its intersection with the Westerly boundary of Section 7; thence along said boundary

North 00°36'33" East a distance of 2634.12 feet to the TRUE POINT OF BEGINNING.

PARCEL XXIII

A portion of Government Lot 3; Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found magnail with washer stamped "Skinner LS 3627" marking the Northwest corner of Government Lot 3 in Section 31, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible plastic cap marking the Southwest corner of said Section bears South 00°36'36" West a distance of 2640.49 feet; thence along the Northerly boundary of Government Lot 3 South 89°21'26" East a distance of 854.95 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" at its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence

Along said boundary the following courses and distances:

South 04°45'00" West a distance of 375.01 feet to a found ½ inch rebar with illegible plastic cap (replaced with cap stamped "FLS/PLS 7612");

South 12°40'09" West a distance of 149.12 feet to a found ½ inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

North 82°47'55" West a distance of 252.32 feet to a found ½ inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

North 77°45'27" West a distance of 202.46 feet to a found ½ inch rebar with illegible plastic cap (set plastic cap stamped "FLS/PLS 7612");

North 73°22'48" West a distance of 361.81 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" the Westerly boundary of Section 31, from which a round ½ inch rebar with no cap bears South 73°22'48" East a distance of 26.08 feet; thence along said boundary North 00°36'36" East a distance of 350.78 feet to the TRUE POINT OF BEGINNING.

PARCEL XXIV

A portion of the West Half of the West Half of the Northwest Quarter of Section 8 Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, From which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the quarter corner common to Sections 5 and 8 bears South 89°20'51" East a distance of

2638.42 feet; thence along the Northerly boundary of Section 8 South 89°20'51" East a distance of 659.59 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking its intersection with the Easterly boundary of the West Half of the West Half of the Northwest Quarter of Section 8; thence along said boundary South 00°44'07" West a distance of 1672.96 feet to a found disturbed 1/2 inch rebar with no cap (re-set a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612") marking the Southeasterly corner of the tenth parcel described in Warranty Deed Instrument Number 200409872; thence along the Southerly boundary of said parcel North 88°17'23" West a distance of 661.54 feet to a found 1/2 inch rebar with plastic cap stamped "S E 3627" marking the Southwesterly corner thereof and its intersection with the Westerly boundary of Section 8; thence along said boundary North 00°47'57" East a distance of 1660.75 feet to the TRUE POINT OF BEGINNING.

PARCEL XXV

A Pipeline and Well Access Easement as created by Agreement recorded September 23, 2011 as Instrument No. 2011037814, reference is made to said document for full particulars.

EXHIBIT B

SunRidge Dairy \$6.440 mln Re Term Loan
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with mortgage by SunRidge Dairy, LLC on land located in Canyon County, Idaho

(list specific additional Property, if any)

Private Water Rights Appurtenant to Subject

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Comb. Irr Diversion	POU	Combined PCU	Confirmed
Sun Ridge	63-32755	SunRidge Dairy, LLC	License	2/21/1952	Ground Water	Irrigation	1.4	1.4	775	775	Yes
	63-31345	SunRidge Dairy, LLC	License	7/9/1955	Ground Water	Irrigation	7.89	7.89	775	775	Yes
	63-33544	SunRidge Dairy, LLC	Application	5/8/2012	Ground Water	Irrigation	6.42		785		yes
	63-33544	SunRidge Dairy, LLC	Decreed	7/31/1959	Ground Water	Irrigation	1.54	5	77	250	Yes
	63-33547	SunRidge Dairy, LLC	Decreed	10/17/1974	Ground Water	Irrigation	1.13		143		Yes
	63-3455	Sun Ridge Dairy, LLC	Decreed	1/7/1955	Ground Water	Irrigation	1.38		94.5		Yes
	63-33543	DBSI Tiegs 979, LLC	Decreed	7/31/1959	Ground Water	Irrigation	0.75		35		Yes
	63-33545	DBSI Tiegs 979, LLC	Decreed	10/17/1974	Ground Water	Irrigation	0.26		35		Yes
	63-3274	DBSI Tiegs 979, LLC	Decreed	2/14/1952	Ground Water	Irrigation	1.5	1.5	121	121	
	63-7576	DBSI Tiegs 979, LLC	Decreed	10/1/1973	Ground Water	Irrigation	1.7	1.7	450.4	482	Yes
	63-3255	DBSI Tiegs 979, LLC	Decreed	5/17/1951	Ground Water	Irrigation	1.9	1.9	102		Yes
	63-3043	DBSI Tiegs 979, LLC	Decreed	5/2/1955	Ground Water	Irrigation	1.92	1.92	112		Yes
	63-2895	DBSI Tiegs 979, LLC	Decreed	3/24/1952	Ground Water	Irrigation	3.04	3.04	150		Yes
	63-31475	Elmer Tiegs	License	7/9/1955	Ground Water	Irrigation	0.17	0.17	14	14	
	63-33550	DBSI Tiegs 979, LLC	Decreed	2/15/1954	Ground Water	Domestic	0.05				
	63-33551	SunRidge Dairy, LLC	Decreed	2/15/1954	Ground Water	Domestic	0.03				Yes
								TOTAL	24.82	1655	

SunRidge Dairy \$6.440 mln Re Term Loan
mortgage, Assignment of Rents, Security Agreement,
Fixture filing and Request for Notice

RECEIVED

JAN 07 2013

WATER RESOURCES
WESTERN REGION

LOAN POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by

ALTA Loan Policy (06/17/06)
Valid only if Schedules A and B are attached

ID-25356-RAM-81307-1-12-1072598

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and

(b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.

12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records..

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Commonwealth Land Title Insurance Company

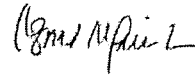
Attest:



Secretary



By:



President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA Loan Policy (06/17/06)

ID-25356-RAM-81307-1-12-1072598

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements;

but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not

constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

CONDITIONS - CONTINUED

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under



CONDITIONS - CONTINUED

this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or

consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given the Company under this policy must be given to the Company at: Consumer Affairs Department PO Box 45023, Jacksonville, Florida 32232-5023.

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference. If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 45023
Jacksonville, Florida 32232-5023

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

ALTA Loan Policy (06/17/06)

ID-25356-RAM-81307-1-12-1072598

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LOAN POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$6,440,000.00
Premium: \$6,453.00

Policy No: 1072598

Date of Policy:
December 20, 2012 at 3:51pm

Endorsements:

ALTA 6-06 Variable Rate Mort \$25.00
Arbitration Endorsement \$40.00

1. Name of Insured:

Rabo AgriFinance, Inc. a Delaware corporation, as Collateral Agent for itself and as agent for itself and the other Secured Parties

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

SunRidge Dairy, LLC, an Idaho Limited Liability Company

4. The Mortgage, herein referred to as the Insured Mortgage, and the assignments thereof, if any, are described as follows:

A Mortgage, Assignment of Rents and Security Agreement to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$6,440,000.00
Recorded: December 20, 2012
Instrument No: 2012057161, of Official Records.
Date: December 17, 2012
Mortgagor: SunRidge Dairy, LLC, an Idaho Limited Liability Company
Mortgagee: RABO Agrifinance, Inc., a Delaware corporation

This policy is invalid unless the Cover and Schedule B are attached

5. **The land referred to in this Policy is described as set forth in the insured mortgage, is situated in the County of Canyon, State of Idaho, and is identified as follows:**

SEE ATTACHED EXHIBIT "A"

Commonwealth Land Title Insurance Company



Shelly Pereira, Title Officer

Issued by: Fidelity National Title Company
8665 W Emerald, Suite 200
Boise, ID 83704

(208) 377-3190

This policy is invalid unless the Cover and Schedule B are attached

EXHIBIT "A"**PARCEL I**

That portion of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. More particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 1 North, Range 2 West; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING.

PARCEL II

Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

PARCEL III

That portion of the West half of the Southwest quarter of the Northwest quarter lying Southwesterly of the road described in instrument recorded August 5, 1998 as Instrument No. 9829133, of Official Records, in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West and at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO A PART OF PARCEL III

Lots 3 and 4 and the South half of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. SAVE AND EXCEPT the following described real property: Commencing at the Southeast corner of the above described real property; thence North along the East boundary line of said real property, a distance of 770 feet to the REAL POINT OF BEGINNING; thence West and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence North and parallel to the East boundary line of the above described real property, a distance of 80 feet; thence East and parallel to the South boundary line of the above described real property, a distance of 70 feet; thence South along the East boundary line of said real property, a distance of 80 feet to the REAL POINT OF BEGINNING. SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 345 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT in Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Commencing at the Northeast corner of the Northwest quarter (which is also the Northeast

This policy is invalid unless the Cover and Schedule B are attached

corner of Government Lot 3) and running South along the East boundary line of the Northwest quarter, a distance of 115 feet to the REAL POINT OF BEGINNING; thence continuing South along said East boundary line, a distance of 230 feet; thence West and parallel to the North boundary line of said Section 5, a distance of 190 feet; thence North and parallel with said East boundary line, a distance of 230 feet; thence East and parallel to the North boundary line of said Section 5, a distance of 190 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT Commencing at the Southwest corner of the Northwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence North along the West line of said Section 5, a distance of 265 feet to the REAL POINT OF BEGINNING; thence East and at right angles, a distance of 435 feet; thence North and at right angles and parallel to the Westerly boundary line of said Section 5, a distance of 240 feet; thence West at right angles, a distance of 435 feet to a point on the West line of said Section 5; thence South along the West boundary line of said Section 5, a distance of 240 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTION THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter of the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32 of Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

SAVE AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Commencing at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 345.00 feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail; thence North 89 degrees 35'02" West, 190.00 feet to the Northwest corner of that certain parcel of land described in a Warranty Deed, Instrument No. 200375709, of Official Records, between Leonard A. and Fern Hazel Tiegs and Reyes and Esperanza P. Tovar dated February 24, 1992, and being the POINT OF BEGINNING; thence South 00 degrees 13'46" West, 230.00 feet along the West line of said deed to the Southwest corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the South line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 230.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Westerly extension of the Northerly line of said deed; thence South 89 degrees 35'02" East, 15.00 feet along said Westerly extension of said Northerly deed line to the POINT OF BEGINNING. SAVE AND EXCEPT: A parcel of land located in Government Lot 3 of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows: Beginning at the Northwest corner of said Lot 3 (North quarter corner of Section 5), marked by a 5/8 inch rebar in the intersection of Dry Lake Road and Bowmont Road; thence South 00 degrees 13'46" West, 115.00

This policy is invalid unless the Cover and Schedule B are attached

feet along the East line of said Government Lot 3 (in Dry Lake Road) to a PK nail at the Northeast corner of that certain parcel of land described in a Quit Claim Deed, Instrument No. 9921164, of Official Records, dated May 26, 1996; thence North 89 degrees 35'02" West, 190.00 feet along the Northerly line of said deed to the Northwest corner of said deed; thence South 00 degrees 13'46" West, 230.00 feet along the Westerly line of said deed to the Southwesterly corner of same; thence North 89 degrees 35'02" West, 15.00 feet along the Westerly extension of the Southerly line of said deed to a 5/8 inch rebar; thence North 00 degrees 13'46" East, 345.00 feet along a line parallel with the Westerly line of said deed to a 5/8 inch rebar set in the Northerly line of said Section 5; thence South 89 degrees 35'02" East, 205.00 feet along said Northerly section line to the POINT OF BEGINNING.

PARCEL IV

North half of the Southwest quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24" a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL V

All that portion of the Northeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, that lies South and West, of the Mora Canal right-of-way.

PARCEL VI

The West half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VII

The East half of the Southeast quarter of Section 5, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL VIII

The South half of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West. AND EXCEPTING THEREFROM the East half of Northwest quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

This policy is invalid unless the Cover and Schedule B are attached

PARCEL IX

Commencing at the North quarter corner of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, the REAL POINT OF BEGINNING; thence continuing South along the West line of the aforementioned Lot 2 of Section 6, 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, of Section 6, Township 1 North, Range 2 West, Boise Meridian, 1,825.0 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING; all of the above described property lying in Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL X

The Northeast quarter of the Southeast quarter of the Northeast quarter and the East half of the Northwest quarter of the Southeast quarter of the Northeast quarter, all in Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XI

This parcel is a portion of the Southeast quarter of section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter; thence South 0 degrees 58'46" West along the East boundary of the said Southeast quarter, a distance of 254.31 feet; thence South 75 degrees 29'17" West, a distance of 174.22 feet; thence South 79 degrees 55'27" West, a distance of 241.97 feet; thence South 88 degrees 28'35" West, a distance of 280.23 feet; thence North 84 degrees 07'17" West, a distance of 111.48 feet; thence North 78 degrees 38'13" West, a distance of 358.97 feet; thence North 79 degrees 59'05" West, a distance of 185.05 feet; thence North 82 degrees 45'12" West, a distance of 472.38 feet; thence North 75 degrees 36'00" West, a distance of 86.72 feet; thence North 71 degrees 12'20" West, a distance of 331.18 feet; thence North 74 degrees 16'13" West, a distance of 279.95 feet to a point on the North boundary of the said Southeast quarter; thence South 89 degrees 17'47" East along the said North boundary, a distance of 2,472.21 feet to the POINT OF BEGINNING.

PARCEL XII

This parcel is a portion of the Southeast quarter of the Northwest quarter of Section 6, Township 1

This policy is invalid unless the Cover and Schedule B are attached

North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Beginning at the Northeast corner of the said Southeast quarter of the Northwest quarter; thence South 0 degrees 52'27" West along the East boundary of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on the North boundary of the said Southeast quarter of the Northwest quarter; thence South 89 degrees 13'36" East along the said North boundary, a distance of 562.28 feet to the POINT OF BEGINNING.

PARCEL XIII

This parcel is a portion of Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows: Commencing at the Northwest corner of said Government Lot 4; thence South 0 degrees 51'57" West along the West boundary of said Government Lot 4, a distance of 333.12 feet (formerly South, a distance of 330 feet); thence South 89 degrees 13'36" East (formerly East) along a line parallel with the South boundary of said Government Lot 4, a distance of 840.10 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 13'36" East, a distance of 479.90 feet to a point on a line that is parallel with and 1,320.00 feet Easterly of the said West boundary of Government Lot 4; thence South 0 degrees 51'57" West along the said parallel line, a distance of 419.14 feet to a point 580.23 feet Northerly of the said South boundary of Government Lot 4; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73 degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet to the TRUE POINT OF BEGINNING.

PARCEL XIV

Lots 3 and 4 of Section 6, Township 1 North, and Lot 4 and the Southeast quarter of the Southwest quarter of Section 31, Township 2 North, all in Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM the following Commencing at the Northwest corner of Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and running South along the West line of Lot 4, a distance of 330 feet to the REAL POINT OF BEGINNING; thence continuing South along said West line 990 feet to the Southwest corner of Lot 4; thence East along the South line of Lot 4, a distance of 1,320 feet; thence North and parallel to the West line of Lot 4, 990 feet; thence Westerly parallel to the South line of Lot 4, 1,320 feet to the REAL POINT OF BEGINNING.

All contained in Government Lot 4 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. AND EXCEPTING THEREFROM that portion of Lot 3, Lot 4 and the Southeast quarter of the Northwest quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho and Lot 4 of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying South and West of the following described line: Beginning at a point that is South 0 degrees 52'27" West along the East boundary from the Northeast corner of the said Southeast quarter of the Northwest quarter, a distance of 300.88 feet to the REAL POINT OF BEGINNING of said line; thence North 67 degrees 31'05" West, a distance of 211.05 feet; thence North 65 degrees 30'58" West, a distance of 78.97 feet; thence North 57 degrees 38'37" West, a distance of 115.36 feet; thence North 55 degrees 25'07" West, a distance of 234.79 feet to a point on the North boundary of said Southeast quarter of the Northwest quarter; thence continuing North 55 degrees 25'07" West, a distance of 23.96 feet; thence North 54 degrees 54'28" West, a distance of 112.11 feet; thence North 51 degrees 45'14" West, a distance of 119.19 feet; thence North 49 degrees 17'31" West, a distance of 197.98 feet; thence North 52 degrees 55'29" West, a distance of 513.63 feet; thence North 52 degrees 55'28" West, a distance of 55.73 feet; thence North 40 degrees 40'58" West, a distance of 108.42 feet; thence North 28 degrees 52'43" West, a distance of 193.15 feet; thence North 33 degrees 26'57" West, a distance of 60.62 feet; thence North 73 degrees 45'07" West, a distance of 191.69 feet; thence North 52 degrees 37'10" West, a distance of 59.97 feet; thence continuing North 52 degrees 37'10" West, a distance of 157.29 feet; thence North 53 degrees 23'06" West, a distance of 236.11 feet; thence North 55 degrees 11'55" West, a distance of 273.91 feet; thence North 60 degrees 11'41" West, a distance of 162.99 feet; thence North 60 degrees 58'30" West, a distance of 172.60 feet to the West boundary of Government Lot 4 of Section 31, Township 2 North,

This policy is invalid unless the Cover and Schedule B are attached

Range 2 West, Boise Meridian, Canyon County, Idaho, the POINT OF TERMINATION of said line. ALSO EXCEPTING THEREFROM a right-of-way disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

PARCEL XV

Lots 1 and 2 of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM Commencing at the North quarter corner of Section 6, and running South 0 degrees 01' East, 223.8 feet along the West line of Lot 2 of Section 6, the REAL POINT OF BEGINNING; thence continuing South along the West line of Lot 2, a distance of 1,102.0 feet; thence North 89 degrees 58' East along the South line of Lots 1 and 2, a distance of 1,825 feet; thence North 58 degrees 54' West, 2,132.0 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM out of Parcels XV, XVI AND XVII: This right-of-way granted to Nampa Highway District No. 1 on August 5, 1998 as Instrument No. 9829133 and further described as follows: The right-of-way is 50 feet in width and lies in portions of the Southwest quarter and the Northwest quarter of Section 5 and of the Northeast quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and lies in a portion of Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, being 25 feet on each side of a centerline which centerline is more particularly described as follows: Commencing at the center quarter corner of said Section 5; thence South 1 degrees 02'37" West along the North-South midsection line of said Section 5, a distance of 24.77 feet to the TRUE POINT OF BEGINNING for said centerline; thence North 89 degrees 03'52" West, a distance of 1,322.53 feet; thence North 88 degrees 50'36" West, a distance of 417.28 feet; thence Northwesterly 180.22 feet, along the arc of a curve to the right having a central angle of 72 degrees 21'21", a radius of 142.71 feet, and a long chord which bears North 52 degrees 39'55" West, a distance of 168.48 feet; thence North 16 degrees 29'15" West, a distance of 178.68 feet; thence Northwesterly 326.19 feet along the arc of a curve to the left having a central angle of 33 degrees 14'55", a radius of 562.10 feet, and a long chord which bears North 33 degrees 06'42" West, a distance of 321.63 feet; thence North 49 degrees 44'10" West, a distance of 313.08 feet; thence North 47 degrees 59'00" West, a distance of 195.12 feet; thence Northwesterly 393.93 feet along the arc of a curve to the right having a central angle of 48 degrees 46'24", a radius of 462.77 feet, and a long chord which bears North 23 degrees 35'48" West, a distance of 382.15 feet; thence North 0 degrees 47'24" East, a distance of 343.54 feet; thence North 0 degrees 57'53" East, a distance of 747.16 feet; thence North 1 degrees 07'00" East, a distance of 466.63 feet; thence North 1 degrees 24'21" East, a distance of 773.87 feet; thence North 1 degrees 18'51" East, a distance of 462.01 feet; thence North 1 degrees 33'42" East, a distance of 571.05 feet to the termination point for said centerline, which point bears South 0 degrees 59'42" West, a distance of 731.46 feet from the quarter corner common to Sections 31 and 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL XVI

Lot 3 in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. EXCEPTING THEREFROM in Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Beginning at the Northwest corner of Government Lot 3, the REAL POINT OF BEGINNING; thence South 89 degrees 06'27" East along the North boundary of said Government Lot 3, a distance of 854.95 feet; thence South 5 degrees 00'00" West, a distance of 374.96 feet; thence South 12 degrees 55'25" West, a distance of 149.02 feet; thence North 82 degrees 33'12" West, a distance of 252.41 feet; thence North 77 degrees 29'53" West, a distance of 202.42 feet; thence North 73 degrees 09'27" West, a distance of 361.75 feet to a point on the West boundary of said Government Lot 3; thence North 0 degrees 51'53" East along the said West boundary, a distance of 350.79 feet to the REAL POINT OF BEGINNING. ALSO EXCEPTING THEREFROM a right-of-way as disclosed by instrument recorded August 16, 1966 as Instrument No. 585024, of Official Records.

PARCEL XVII

A portion of the South Half of Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the East Quarter Corner of said Section 31, marked by a brass cap; thence Along the Northerly boundary line of the South Half of said Section 31 North 89°21'56" West, 987.69 feet to the Northwest corner of that parcel of land as shown on Record of Survey Instrument Number

This policy is invalid unless the Cover and Schedule B are attached

200144323, records of Canyon County, Idaho, the POINT OF BEGINNING; thence Leaving said Northerly boundary line and along the Southwesterly boundary line of said parcel of land the following courses and distances: South 18°59'58" West, 74.64 feet to an iron pin; Southeasterly 156.32 feet along the arc of a non-tangent curve to the left having a radius of 174.00 feet, a central angle of 51°28'32" and a long chord which bears South 37°03'07" East, 151.12 feet to an iron pin; South 62°47'20" East, 112.51 feet to an iron pin; Southeasterly 99.85 feet along the arc of a curve to the right having a radius of 301.00 feet, a central angle of 19°00'22" and a long chord which bears South 53°17'08" East, 99.39 feet to a point of reverse curvature marked by an iron pin; Southeasterly 142.04 feet along the arc of a curve to the left having a radius of 324.00 feet, a central angle of 25°07'09" and a long chord which bears South 56°20'30" East, 140.91 feet to an iron pin; South 68°54'03" East, 35.98 feet to an iron pin; Southeasterly 124.88 feet along the arc of a curve to the right having a radius of 556.00 feet, a central angle of 12°52'09" and a long chord which bears South 62°28'00" East, 124.62 feet to an iron pin; South 52°20'52" East, 22.87 feet to an iron pin; Southeasterly 28.62 feet along the arc of a curve to the right having a radius of 555.00 feet, a central angle of 02°57'18" and a long chord which bears South 52°11'54" East, 28.62 feet to an iron pin; South 50°43'15" East, 177.01 feet to an iron pin; Southeasterly 178.42 feet along the arc of a curve to the left having a radius of 265.00 feet, a central angle of 38°34'34" and a long chord which bears South 70°00'32" East, 175.07 feet to an iron pin; South 89°17'49" East, 64.62 feet to an iron pin; Southeasterly 42.62 feet along the arc of a curve to the right having a radius of 40.00 feet, a central angle of 61°02'41" and a long chord which bears South 58°46'28" East, 40.63 feet to the Westerly right-of-way line of Dearborn Road marked by an iron pin; thence along the Westerly right-of-way line of Dearborn Road the following courses and distances; South 00°42'11" West, 65.99 feet to an iron pin; South 89°17'42" East, 4.23 feet to an angle point in the Westerly right-of-way line of said Dearborn Road, the centerline of which is described in Instrument Number 9829133, records of Canyon County, Idaho;

South 01°19'13" West, 570.57 feet to an iron pin;
 South 01°04'22" West, 462.04 feet to an iron pin;
 South 01°09'52" West, 773.91 feet to an iron pin;
 South 00°52'31" West, 107.83 feet to a point on the Southerly boundary line of the Southeast Quarter of said Section 31; thence leaving said Westerly right-of-way line, and along the Southerly boundary line of the Southeast Quarter of said Section 31. North 89°18'23" West 2608.33 feet to the Southwest corner of the Southeast Quarter of said Section 31 marked by an iron pin; thence leaving said Southerly boundary line and along the Westerly boundary line of the Southeast Quarter of said Section 31. North 00°47'41" East, 1321.50 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter (Center South 1/16 corner) of said Section 31; thence leaving said Westerly boundary line and along the Southerly boundary line of the Northeast Quarter of the Southwest Quarter of said Section 31 North 89°13'38" West, 1324.53 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter (Southwest 1/16 corner) of said Section 31; thence leaving said Southerly boundary line and along the Westerly boundary line of the Northeast Quarter of the Southwest Quarter of said Section 31 North 00°48'32" East, 1318.43 feet to the Northwest corner of the Northeast Quarter of the Southwest Quarter (Center-West 1/16 corner) of said Section 31; thence leaving said Westerly boundary line and along the Northerly boundary line of the South Half of said Section 31 South 89°21'37" East, 1324.21 feet to the Center Quarter corner of said Section 31 marked by an iron pin; thence continuing South 89°21'56" East, 1657.86 feet to the POINT OF BEGINNING.

PARCEL XVIII

The following describes a parcel of land being a portion of the Southwest Quarter of the Southwest Quarter (Southwest 1/4 Southwest 1/4), of Section 32, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as shown on Record of Survey Instrument Number 2008016552, records of Canyon County, Idaho, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 32, marked by a brass cap; thence along the Westerly boundary line of the Southwest Quarter of said Section 32 South 00°42'18" West, 1322.87 feet to the Northwest Corner of the Southwest Quarter of the Southwest Quarter (South 1/16th Corner) of said Section 32; thence Leaving said Westerly boundary line and along the Northerly boundary line of said Southwest Quarter of the Southwest Quarter South 89°25'19" East, 17.99 feet to the Easterly right-of-way line of Dearborne Road as described in Right-of-Way Deed Instrument Number 9829133, records of Canyon County, Idaho, the POINT OF BEGINNING; thence

This policy is invalid unless the Cover and Schedule B are attached

Continuing along said Northerly boundary line South 89°25'19" East, 1306.05 feet to the Northeast Corner of the Southwest Quarter of the Southwest Quarter (Southwest 1/16th Corner) of said Section 32, marked by and iron pin; thence

Leaving said Northerly boundary line and along the Easterly boundary line of said Southwest Quarter of the Southwest Quarter South 00°46'00" West, 1322.86 feet to the Southeast Corner of said Southwest Quarter of the Southeast Quarter (West 1/16th Corner) of said Section 32, marked by on from pin; thence Leaving said Easterly boundary line and along the Southerly boundary line of said Southwest Quarter of the Southwest Quarter North 89°25'21" West, 1313.98 feet to the Easterly right-of-way line of said Dearborne Road; thence Leaving said Southerly boundary line, and along the Easterly right-of-way line of said Dearborne Road North 00°52'31" East, 107.53 feet to an iron pin; thence Continuing North 01°09'52" East, 773.83 feet to an iron pin; thence Continuing North 01°04'22" East, 441.57 feet to the POINT OF BEGINNING.

PARCEL XIX

Government Lots 5, 6, and 7 and the East Half of the Southwest Quarter, and a portion of the Southeast Quarter of Section 6 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with plastic cap stamped "RMB 878", marking the quarter corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence along the Westerly boundary of Section 6 North 00°36'26" East a distance of 2664.74 feet to a found brass cap monument marking the Westerly corner common to Lots 5 and 6 of Section 6; thence continuing along said boundary

North 00°36'40" East a distance of 1332.52 feet to a found 5/8 inch rebar with plastic cap stamped "RMB 878" marking the Westerly corner of Lots 4 and 5 of Section 6; thence along the common boundary of said Lots South 89°28'47" East a distance of 1332.53 feet to a point at the common corner of Lots 3, 4 and 5 of Section 6; thence along the Easterly boundary of Lot 5 South 00°33'52" West a distance of 1330.90 feet to a point at the common corner of Lots 5 and 6, and the Center-West 1/16th corner of Section 6; thence along the East-West center line of Section 6 South 89°32'57" East a distance of 1322.31 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking the Center at said Section; thence continuing along said center line

South 89°33'11" East a distance of 172.58 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the common boundary of property described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 8701953; thence Along said boundary the following courses and distances:

South 71°26'21" East a distance of 280.00 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 71°26'21" East a distance of 331.14 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627";

South 75°53'11" East a distance of 86.68 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627";

South 83°00'29" East a distance of 472.36 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 80°14'22" East a distance of 185.04 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 78°53'30" East a distance of 358.95 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 84°22'34" East a distance of 111.47 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 88°13'18" East a distance of 280.22 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 79°40'10" East a distance of 241.96 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 75°14'00" East a distance of 174.21 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking its intersection with the Easterly boundary of Section 6; thence along said boundary

South 00°43'21" West a distance of 1071.71 feet to a found 5/8 inch rebar with plastic cap

This policy is invalid unless the Cover and Schedule B are attached

stamped "SKINNER LS 3627" marking the South 1/16th corner common to Sections 5 and 6; thence continuing along the Easterly boundary of Section 6 South 00°43'21" West a distance of 1326.02 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7, and 8; thence along the Southerly boundary of Section 6, North 89°42'09" West a distance of 2639.94 feet to a found 5/8 inch rebar with cap stamped "RMB 878" marking the South Quarter corner of Section 6; thence continuing along said boundary, North 89°40'31" West a distance of 2655.38 feet to the TRUE POINT OF BEGINNING.

PARCEL XX

A portion of Government Lot 4, Section 31, Township 2 North, Range 2 West, and a portion of Government Lots 3 and 4, and a portion of the Southeast Quarter of the Northwest Quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the Westerly common corner of Sections 6 and 31, the TRUE POINT OF BEGINNING, from which a found brass cap monument marking the quarter corner common to Sections 1 and 6 bears South 00°36'40" West a distance of 2665.03 feet; thence along the Westerly boundary of Section 31 North 00°36'36" East a distance of 212.99 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence

Along said boundary the following courses and distances:

South 61°14'12" East a distance of 172.73 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627"; South 60°27'33" East a distance of 162.91 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"); South 55°27'47" East a distance of 273.78 feet to a found ½ inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 53°36'38" East a distance of 236.31 feet to a found ½ inch rebar with plastic cap stamped "SKINNER LS 3627"; South 52°54'10" East a distance of 157.07 feet to a found ½ inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 52°54'10" East a distance of 59.98 feet to a found ½ inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 73°59'46" East a distance of 191.74 feet to a found ½ inch rebar with plastic cap stamped "RMB LS 878"; South 33°41'41" East a distance of 60.67 feet to a found ½ inch rebar with plastic cap stamped "RMB LS 878"; South 29°07'13" East a distance of 193.15 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 40°57'28" East a distance of 108.44 feet to a found disturbed ½ inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"); South 53°11'58" East a distance of 55.74 feet to a found ½ inch rebar with plastic cap stamped "RMB LS 878"; South 53°10'25" East a distance of 513.65 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"; South 49°32'27" East a distance of 197.99 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"); South 52°00'10" East a distance of 119.19 feet to a found disturbed ½ inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"); South 55°09'24" East a distance of 112.11 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612"; South 55°40'03" East a distance of 23.96 feet to a found 5/8 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 55°41'22" East a distance of 234.75 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612"); South 57°53'49" East a distance of 115.39 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627"; South 65°45'57" East a distance of 78.92 feet to a found 1/2 inch rebar with plastic cap stamped

This policy is invalid unless the Cover and Schedule B are attached

"SKINNER LS 3627";

South 67°45'11" East a distance of 211.12 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the North-South center line of Section 6; thence along said center line South 00°37'07" West a distance 1028.41 feet to a found 5/8 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612") marking the center of Section 6; thence along the East-West center line of said Section

North 89°32'57" West a distance of 1322.31 feet to the Easterly common corner of Lots 5 and 6 of Section 6; thence along the Easterly boundary of Lot 5

North 00°33'52" East a distance of 1330.90 feet to the Easterly common corner of Lots 4 and 5 of Section 6; thence along the common boundary of said Lots

North 89°28'47" West a distance of 1332.53 feet to a found 5/8 inch rebar with plastic cap stamped "RMB 878" at the Westerly common corner of Lots 4 and 5 of Section 6; thence along the Westerly boundary of Section 6 North 00°36'40" East a distance of 1332.52 feet to the TRUE POINT OF BEGINNING.

PARCEL XXI

The South Half of the Southwest Quarter of Section 5 in Township 1 North., Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the quarter corner common to Sections 5 and 8 bears

South 89°20'51" East a distance of 2638.42 feet; thence along the Westerly boundary of Section 5

North 00°43'21" East a distance of 1326.02 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking the South 1/16th corner of Sections 5 and 6; thence along the South 1/16th line of Section 5 South 89°22'24" East a distance of 2639.83 feet to a found 5/8 inch rebar

with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the Center South 1/16th corner of Section 5; thence along the North-South center line of Section 5 South 00°46'59" West a distance of 1327.22 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the South Quarter corner of Section 5; thence along the Southerly boundary of Section 5

North 89°20'51" West a distance of 1319.24 feet a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the West 1/16th corner common to Sections 5 and 8; thence continuing along said boundary North 89°20'51" West a distance of 1319.19 feet to the TRUE POINT OF BEGINNING.

PARCEL XXII

A portion of the North Half of Section 7 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found disturbed 5/8 inch rebar with no cap (re-set with a plastic cap stamped "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with cap stamped "RMB 878" marking the quarter corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence along the Northerly boundary of Section 7 South 89°40'31" East a distance of 2655.38 feet to a found 5/8 inch rebar with cap stamped "RMB 878" marking the North Quarter Corner thereof; thence continuing along said boundary

South 89°40'31" East a distance of 2639.94 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the common corner of Sections 5, 6, 7, and 8; thence along the Easterly boundary of Section 7 South 00°47'57" West a distance of 2065.13 feet to a found 5/8 inch rebar with plastic cap stamped "S E 3627" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and QuitClaim Deed Instrument Number 200356947; thence

Along said boundary the following Courses and distances:

South 88°01'14" West a distance of 217.27 feet to a found 1/2 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612"); South 85°17'35" West a distance of 229.63 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 78°38'43" West a distance of 110.97 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

North 89°22'10" West a distance of 161.05 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

This policy is invalid unless the Cover and Schedule B are attached

South 82°40'24" West a distance of 560.48 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";
 South 74°49'09" West a distance of 82.84 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");
 South 83°01'32" West a distance of 1299.89 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");
 South 42°18'36" West distance of 333.69 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking a point on a line 11.00 feet North of and parallel with the East-West center line of Section 7; thence along said line North 89°54'27" West a distance of 2427.88 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking its intersection with the Westerly boundary of Section 7; thence along said boundary North 00°36'33" East a distance of 2634.12 feet to the TRUE POINT OF BEGINNING.

PARCEL XXIII

A portion of Government Lot 3; Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found magnail with washer stamped "Skinner LS 3627" marking the Northwest corner of Government Lot 3 in Section 31, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible plastic cap marking the Southwest corner of said Section bears South 00°36'36" West a distance of 2640.49 feet; thence along the Northerly boundary of Government Lot 3 South 89°21'26" East a distance of 854.95 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" at its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence Along said boundary the following courses and distances:

South 04°45'00" West a distance of 375.01 feet to a found 1/2 inch rebar with illegible plastic cap (replaced with cap stamped "FLS/PLS 7612");
 South 12°40'09" West a distance of 149.12 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");
 North 82°47'55" West a distance of 252.32 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");
 North 77°45'27" West a distance of 202.46 feet to a found 1/2 inch rebar with illegible plastic cap (set plastic cap stamped "FLS/PLS 7612");
 North 73°22'48" West a distance of 361.81 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" the Westerly boundary of Section 31, from which a round 1/2 inch rebar with no cap bears South 73°22'48" East a distance of 26.08 feet; thence along said boundary North 00°36'36" East a distance of 350.78 feet to the TRUE POINT OF BEGINNING.

PARCEL XXIV

A portion of the West Half of the West Half of the Northwest Quarter of Section 8 Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, From which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLSIPLS 7612") marking the quarter corner common to Sections 5 and 8 bears South 89°20'51" East a distance of 2638.42 feet; thence along the Northerly boundary of Section 8 South 89°20'51" East a distance of 659.59 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking its intersection with the Easterly boundary of the West Half of the West Half of the Northwest Quarter of Section 8; thence along said boundary South 00°44'07" West a distance of 1672.96 feet to a found disturbed 1/2 inch rebar with no cap (re-set a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612") marking the Southeasterly corner of the tenth parcel described in Warranty Deed Instrument Number 200409872; thence along the Southerly boundary of said parcel

North 88°17'23" West a distance of 661.54 feet to a found 1/2 inch rebar with plastic cap stamped "S E 3627" marking the Southwesterly corner thereof and its intersection with the Westerly boundary of Section 8; thence along said boundary North 00°47'57" East a distance of 1660.75 feet to the TRUE POINT OF BEGINNING.

This policy is invalid unless the Cover and Schedule B are attached

PARCEL XXV

A Pipeline and Well Access Easement as created by Agreement recorded September 23, 2011 as Instrument No. 2011037814, reference is made to said document for full particulars.

This policy is invalid unless the Cover and Schedule B are attached

SCHEDULE B – PART I EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of the following:

GENERAL (STANDARD) EXCEPTIONS:

- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
- Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land, and that is not shown by the public records.
- Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
- Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

SPECIAL EXCEPTIONS:

- Water rights, claims or title to water.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
- Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.
- General taxes for the year 2012, which are a lien, of which the first half is paid and the second half is due and payable on or before June 20, 2013 and not delinquent until after said date.

This policy is invalid unless the Cover and Schedule B are attached

- Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers, and easements of said district as by law provided. No search has been made. Telephone No. (208)922-5608 for more specific information.
- Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
- Ditch, road and public utility easements as same may exist over said premises.
- Rights and claims in and to that portion of said premises lying within the Mora Canal right of way.
- Rights and claims in and to that portion of said premises lying within the Lynnwood Road right of way.
- Rights and claims in and to that portion of said premises lying within the Rim Road right of way.
- Rights and claims in and to that portion of said premises lying within the Dearborne Road right of way.
- Rights and claims in and to that portion of said premises lying within the Bowmont Road right of way.
- Rights and claims in and to that portion of said premises lying within the Richardson Lane right of way.
- Rights and claims in and to that portion of said premises lying within the Dry Lake Road right of way.
- Rights and claims in and to that portion of said premises lying within the Farm Road right of way.
- Rights and claims in and to that portion of said premises lying within the Morrow Canal right of way.
- Rights and claims in and to that portion of said premises lying within the Stagecoach Road right of way.
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded May 24, 1941, as Instrument No. 261666, of Official Records. (AFFECTS SOUTHEAST OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- A 50 foot Right-of-Way Deed Recorded March 4, 1953 as Instrument No. 397101, of Official Records. (AFFECTS THE EAST 25 FEET OF PARCEL XXI)
- A 60 foot Right-of-Way Deed Recorded March 4, 1953 as Instrument No. 397102, of Official Records. (AFFECTS PARCEL XXI)
- A 50 foot Right-of-Way Deed Recorded March 4, 1953 as Instrument No. 397103, of Official Records. (AFFECTS THE SOUTH 25 FEET OF PARCEL XXI AND THE NORTH 25 FEET OF PARCEL

XXIV)

- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445788, of Official Records. (AFFECTS SOUTH HALF OF THE SOUTHEAST OF THE NORTHEAST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445792, of Official Records. (AFFECTS SOUTHEAST OF THE SOUTHWEST OF THE SOUTHEAST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Mineral Deed recorded March 31, 1952 as Instrument No. 387230, by and between EDWIN P. TIEGS AND ELIZABETH TIEGS, husband and wife and WARREN SHEAR, as to an undivided 1/2 interest. (AFFECTS LOTS 1 AND 2 AND SOUTH HALF OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Mineral Deed recorded May 13, 1952 as Instrument No. 389040, by and between WARREN SHEAR AND C.R. BENNETT, as to an undivided 3/8 interest. Statement of Claim and Notice of Intent to Preserve recorded October 4, 1984, as Instrument No. 8423883, of Official Records. (AFFECTS LOTS 1 AND 2 AND THE SOUTH HALF OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Mineral Deed recorded April 9, 1955 as Instrument No. 420949, by and between WARREN SHEAR AND MILES JACKSON, as to an undivided 1/8 interest. (AFFECTS LOTS 1 AND 2 AND THE SOUTH HALF OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445781, of Official Records. (AFFECTS SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445785, of Official Records. (AFFECTS NORTH HALF OF THE SOUTHWEST OF THE NORTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445786, of Official Records. (AFFECTS NORTH HALF OF THE NORTHWEST OF THE SOUTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445787, of Official Records. (AFFECTS SOUTH HALF OF THE SOUTHWEST OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 5, 1957, as Instrument No. 445792, of Official Records. (AFFECTS SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 21, 1958, as Instrument No. 459257, of Official Records.

(AFFECTS SOUTHEAST OF THE NORTHWEST AND SOUTH 30 ACRES OF NORTHWEST OF THE NORTHWEST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)

- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 21, 1958, as Instrument No. 459258, of Official Records. (AFFECTS NORTHWEST OF THE SOUTHWEST OF THE NORTHEAST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded July 21, 1958, as Instrument No. 459260, of Official Records. (AFFECTS SOUTH HALF OF THE NORTHEAST OF THE NORTHWEST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded November 28, 1958, as Instrument No. 463805, of Official Records. (AFFECTS PARCEL XXII)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded May 19, 1959 as Instrument No. 472523, of Official Records. (AFFECTS PARCEL XXII)
- Reserving unto the Grantor HELEN RODRIGUEZ, a widow one-half of all minerals of any nature as disclosed by Warranty Deed recorded May 26, 1959, as Instrument No. 472821, of Official Records. (AFFECTS SOUTHEAST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Right of way by and between LEONARD A. TIEGS AND FERN HAZEL TIEGS, husband and wife and LOUIS M. HOPKINS, a widower in favor of CLARE R. DAVENPORT AND ELAINE DAVENPORT, husband and wife, as disclosed by instrument recorded November 24, 1959 as Instrument No. 479620, of Official Records. (AFFECTS SOUTH 10 FEET OF NORTHWEST AND NORTH 10 FEET OF NORTH HALF OF SOUTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Right of Way by and between LOUIS M. HOPKINS and LUCILLE A. HOPKINS, husband and wife, in favor of CLARE R. DAVENPORT and ELAINE DAVENPORT, husband and wife, as disclosed by instrument recorded December 18, 1959, as Instrument No. 480785, of Official Records. (AFFECTS WEST 20 FEET OF THE NORTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Right of Way by and between LOUIS M. HOPKINS and LUCILLE A. HOPKINS, husband and wife, in favor of CLARE R. DAVENPORT and ELAYNE E. DAVENPORT, husband and wife, as disclosed by instrument recorded March 18, 1960, as Instrument No. 484904, of Official Records. (AFFECTS 20 FOOT SQUARE AREA LYING IN THE SOUTHWEST CORNER OF NORTHWEST, NORTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded May 5, 1960, as Instrument No. 487190, of Official Records. (AFFECTS NORTH HALF OF THE SOUTHEAST OF THE SOUTHEAST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded September 29, 1961, as Instrument No. 507254, of Official Records.

(AFFECTS SOUTH HALF OF THE SOUTHEAST OF THE NORTHEAST, SECTION 5,
TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)

- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded March 27, 1962, as Instrument No. 515051, of Official Records. (AFFECTS NORTH HALF OF THE SOUTHEAST OF THE NORTHEAST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded March 21, 1963, as Instrument No. 530617, of Official Records. (AFFECTS SOUTHEAST OF THE SOUTHWEST AND NORTH HALF OF THE SOUTHWEST OF THE SOUTHWEST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded March 21, 1963, as Instrument No. 530618, of Official Records. (AFFECTS NORTHWEST OF THE SOUTHWEST OF THE SOUTHEAST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Right-of-way granted to ELMER H. TIEGS permitted use by UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT for irrigation ditch and well as disclosed by document recorded April 19, 1963, as Instrument No. 532102, of Official Records. (AFFECTS NORTHWEST OF THE SOUTHWEST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded August 8, 1963, as Instrument No. 537412, of Official Records. (AFFECTS NORTH 330 FEET OF LOT 4, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Right, Title and Interest of LIVINGSTON OIL COMPANY, a corporation, as to minerals as disclosed by Conveyance of Oil, Gas and Other Interests recorded January 14, 1964 as Instrument No. 550084, of Official Records.
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded FEBRUARY 23, 1966, as Instrument No. 577670, of Official Records. (AFFECTS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER , SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- A Right-of-Way Deed Recorded August 16, 1966 as Instrument No. 585024, of Official Records. (AFFECTS PARCELS XIX, XX, XXII, XXIII)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded OCTOBER 27, 1966, as Instrument No. 587290, of Official Records. (AFFECTS THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded JANUARY 12, 1970, as Instrument No. 637545, of Official Records. (AFFECTS THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)

- Rental Division Order by and between TIEGS FARMS, INC. and CHAMPLIN PETROLEUM COMPANY recorded October 25, 1979, as Instrument No. 876831, of Official Records. (AFFECTS SOUTHEAST, PORTION OF LOT 4 AND SOUTHEAST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Rental Division Order by and between LEONARD A. AND FERN H. TIEGS, husband and wife and CHAMPLIN PETROLEUM COMPANY recorded November 26, 1979, as Instrument No. 879333, of Official Records. (AFFECTS SOUTH HALF OF THE NORTHEAST, PORTION OF LOTS 1 AND 2 IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN AND NORTHEAST LYING SOUTH AND WEST OF MORA CANAL, WEST HALF OF THE SOUTHEAST, PORTION OF SOUTH HALF OF THE NORTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Terms, conditions, provisions and obligations set forth in that certain Easement Agreement for road purposes between CLARE R. DAVENPORT AND ELAYNE E. DAVENPORT, husband and wife and RICHARD KILZER AND JEAN NEHRING KILZER, husband and wife, recorded June 17, 1966, as Instrument No. 583096, of Official Records. (AFFECTS 12 FEET IN WIDTH ALONG THE ENTIRE NORTH LINE OF THE SOUTHWEST OF THE SOUTHWEST, SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded October 27, 1966, as Instrument No. 587292, of Official Records. (AFFECTS WEST HALF OF THE SOUTHWEST OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded January 12, 1970, as Instrument No. 637546, of Official Records. (AFFECTS NORTHWEST, SOUTHWEST, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Easement as granted to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, by instrument recorded January 21, 1982, as Instrument No. 938294, of Official Records; for operation, maintenance and repair of its lines. (AFFECTS NORTH 10 FEET OF SOUTHWEST OF THE SOUTHWEST, SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- A public right-of-way easement for the construction and maintenance of a public road and incidental purposes in favor of NAMP A HIGHWAY DISTRICT NO. 1, recorded December 3, 1985, as Instrument No. 8528506, of Official Records. Acceptance of Public Right-of-Way Easement recorded December 3, 1985, as Instrument No. 8528507, of Official Records. (AFFECTS SOUTHEAST OF THE SOUTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for irrigation pipeline and incidental purposes in favor of TIEGS FARMS, INC., recorded March 21, 1989, as Instrument No. 8904940, of Official Records. (AFFECTS GOVERNMENT LOTS 3 AND 4 OF TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN AND GOVERNMENT LOT 4 OF TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded February 21, 1991, as Instrument No. 9103288, of Official Records. (AFFECTS NORTHWEST OF THE NORTHWEST, SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)

- Terms, conditions, provisions and obligations set forth in that certain Easement Agreement between DRY LAKE L.L.C. and TIEGS FARMS, INC., an Idaho corporation, recorded February 19, 1999, as Instrument No. 9906327, of Official Records.
(AFFECTS NORTH HALF OF THE SOUTHWEST AND SOUTH HALF OF THE SOUTHWEST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- General Conveyance executed by AMAX OIL & GAS INC., a Delaware corporation to UNIVERSAL RESOURCES CORPORATION, a Texas corporation, recorded April 26, 1994, as Instrument No. 9412255, of Official Records. (AFFECTS LOTS 1, 2, SOUTH HALF OF THE NORTHEAST, SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST, BOISE MERIDIAN)
- Matters as disclosed by Record of Survey
Recorded: January 7, 1998
Instrument No: 9800455, of Official Records.
- Matters as disclosed by Record of Survey
Recorded: March 18, 1999
Instrument No: 9910356, of Official Records.
- Matters as disclosed by Record of Survey
Recorded: June 2, 1999
Instrument No: 9921534, of Official Records.
- An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded SEPTEMBER 30, 1999, as Instrument No. 9939210, of Official Records.
(AFFECTS PARCEL XXII)
- Matters as disclosed by Record of Survey
Recorded: February 22, 2005
Instrument No: 200508857, of Official Records.
- Matters as disclosed by Record of Survey
Recorded: October 13, 2006
Instrument No: 200682512, of Official Records.
- Matters as disclosed by Record of Survey
Recorded: September 30, 2008
Instrument No: 2008052432, of Official Records.
- Matters as disclosed by Record of Survey, recorded February 21, 2006 as Instrument No. 200611930, of Official Records.
- Matters as disclosed by Record of Survey, recorded November 16, 2005 as Instrument No. 200576308, of Official Records.
- Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
By and Between Rim & Stage Coach LLC, an Idaho Limited Liability Company and Paul and Marilyn Rasgorshek, husband and wife
Recorded: October 10, 2006
Instrument No: 200681808, of Official Records.
(AFFECT PARCELS XIX-XXIV)
- Matters as disclosed by Record of Survey, recorded March 28, 2008 as Instrument No. 2008016552, of Official Records.

- Terms, conditions, provisions, easements and obligations set forth in that certain Pipeline and Well Access Easement Agreement
Between: DBSI Tiegs 979 LLC, an Idaho Limited Liability Company and
Stagecoach & Rim, LLC, Viel Gluck Limited Partnership and Mt.
Olympus Investments, LLC
Recorded: September 23, 2011
Instrument No: 2011037814, of Official Records.

(AFFECTS PARCEL XVII AND PARCEL XVIII)

(AFFECTS PARCEL XIX AND PARCEL XXIV)

SCHEDULE B – PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

- Terms, conditions, provisions, easements and obligations set forth in that certain Real Property Certificate and Indemnity Agreement
Between: SunRidge Dairy, LLC, an Idaho Limited Liability Company and RABO Agrifinance Inc. a Delaware corporation
Recorded: December 20, 2012
Instrument No: 2012057162, of Official Records.
- Terms, conditions, provisions, easements and obligations set forth in that certain Affidavit of Identity
Between: SunRidge Dairy, LLC an Idaho Limited Liability Company, Michael Ray Siegersma, a married person and Adrian Rene Kroes, a married person and RABO Agrifinance Inc. a Delaware corporation
Recorded: December 20, 2012
Instrument No: 2012057163, of Official Records.



Fee: \$25.00

ALTA ENDORSEMENT FORM 6-06

VARIABLE RATE MORTGAGE

**ATTACHED TO POLICY NO. 1072598
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for changes in the rate of interest.
2. Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon:

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 20, 2012

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Shelly Pereira, Title Officer
ALTA Endorsement Form 6 Variable Rate

ID-25356-RAM-81999-1-12-1072598





Fee: \$40.00

ARBITRATION ENDORSEMENT

**ATTACHED TO POLICY NO. 1072598
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

The Policy is hereby amended by deleting Paragraph No. 13 of The Conditions and Stipulations.

This Endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy, unless otherwise expressly stated.

Dated: December 20, 2012

COMMONWEALTH LAND TITLE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "Shelly Pereira".

Shelly Pereira, Title Officer