

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 05 2012

Notice of Change in Water Right Ownership Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-7050	OK ☒		Yes ☐		Yes ☐
29-7613	OK ☒		Yes ☐		Yes ☐
29-10126	OK ☒		Yes ☐		Yes ☐
29-12898	OK ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Fehringer Brothers Farms partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): F-ville Ag
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or ☐

1964 Truckerville Rd
Mailing address

Pocatello ID 83204
City State ZIP

208-234-0820 marty feh@msn.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] General Partner 6-5-2012
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by JB Date 6/26/2012 Receipt No. _____ Receipt Amt. _____
Approved by JB Processed by JB Date 6/26/2012

No fee required SUPPORT DATA
IN FILE # 29-7050

FILED EFFECTIVE

09 SEP 21 AM 8:44

PARTNERSHIP NAME CHANGE

SECRETARY OF STATE
STATE OF IDAHO

Fehringer Brothers Farms, Statement of Partnership Authority filed

April 11, 2008, is amending the partnership name to T-Ville Ag,

effective September 17, 2009.


MARTY FEHRINGER


MARVIN FEHRINGER

IDAHO SECRETARY OF STATE
09/21/2009 05:00
CK: 24552 CT: 100220 BH: 1107766
1 @ 30.00 = 30.00 STMT PAGE 2

K606

AGREEMENT TO MERGE PARTNERSHIPS INTO ONE PARTNERSHIP

THIS AGREEMENT, made this 29th day of December, 2010, between the following partnerships, LEO FEHRINGER & SONS, a partnership and FEHRINGER BROTHERS FARMS, a partnership which changed its name to T-VILLE, AG, a partnership.

1. PURPOSE OF AGREEMENT: LEO FEHRINGER & SONS, a partnership was formed January 1, 1986 with Leo Fehringer and Marvin Fehringer as partners. Marty Fehringer was brought in as a partner at a later date. LEO FEHRINGER & SONS has operated as a farming operation and continues to operate as a farming operation. FEHRINGER BROTHERS FARMS was formed by Marvin Fehringer and Marty Fehringer to acquire what is known as the Buckaroo. The accountants for both entities booked the acquisition of the Buckaroo on the books and records of LEO FEHRINGER & SONS even though it was deeded to FEHRINGER BROTHERS FARMS. After the purchase of the Buckaroo, FEHRINGER BROTHERS FARMS changed its name to T-VILLE, AG. and added Leo Fehringer, Marlene Fehringer, Char Fehringer and Kathleen R. Findley-Pennell as partners.

The accountants of the entities have advised the partners that it is not necessary to have two separate entities because of the methods of operation and the way the purchase of the Buckaroo is booked in the accounting records of LEO FEHRINGER & SONS.

Instrument # 200664

POWER COUNTY, IDAHO

7-19-2011 01:12:02 No. of Pages: 10

Recorded for : T-VILLE, AG

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fee: 37.00

Schmidt Rupp

ORIGINAL

NOW THEREFORE, the partners agree that LEO FEHRINGER & SONS and T-VILLE, AG will be merged into one partnership to be known as T-VILLE, AG.

2. NAME: The business of the partnership shall be conducted under the firm name of T-VILLE, AG, with its principal place of business being in Pocatello, Idaho, and its mailing address being 1964 Truckerville Road, Pocatello, Idaho 83204.

3. TERM: The partnership shall continue until terminated as herein provided.

4. PARTNERS: The partners share of income in the merged partnership shall be:

A.	Marvin Fehringer	40%
B.	Marty Fehringer	40%
C.	Leo Fehringer	10%
D.	Kathleen R. Findley-Pennell	5%
E.	Char Fehringer	5%
F.	Marlene Fehringer	0%

5. CAPITAL: The capital accounts of the merged partnership are those which are reflected in the books of LEO FEHRINGER & SONS.

6. PARTNERSHIP EXPENSES: All expenses incurred in the course of conducting the partnership business, either directly by the partnership, or indirectly by the partners as agents of, or on behalf of the partnership, that would normally be deductible as recognized business expenses under the Internal Revenue Code, shall be paid by the partnership from its business receipts and earnings.

7. PROFITS AND LOSS: The net profits of the partnership shall be divided and the net losses of the partnership shall be borne in proportion to the percentages reflected in paragraph 4 above. A separate capital account shall be maintained for each partner and partnership profits and losses shall be charged or credited to the separate capital account.

8. SALARIES AND DRAWINGS: No partner shall receive any salary for services rendered to the partnership unless otherwise agreed by all partners. All draws will require unanimous pre-approval by Marvin Fehringer and Marty Fehringer.

9. INTEREST: No interest shall be paid to any partner on his original capital, his additional capital or his credit balance in his income account.

10. MANAGEMENT: The managing partners shall be Marvin Fehringer and Marty Fehringer and the two managing partners shall devote approximately equal time to the conduct of the partnership business and shall have an equal voice in the management of the partnership business, and all decisions relating to the partnership business shall require the approval of both managing partners.

11. RESTRICTIONS ON PARTNERS: Either managing partner may, without the consent of the other, obligate the partnership in an aggregate amount of \$500,000 during each calendar month, but no partner, without the written consent of both managing partners shall:

(a) Assign, encumber, pledge or sell his share in the partnership or enter into any agreement as a result of which any person shall become interested with him in the partnership;

(b) Borrow for, or lend money of the partnership, obligate the partnership as guarantor or surety of any contract or note, lease, purchase, or contract to lease or purchase any real or personal property on behalf of the partnership;

(c) Sell any partnership real or personal property;

(d) Assign, transfer, pledge, compromise, or release any claim of the partnership except for full payment, or arbitrate, or consent to arbitration of any of its disputes or controversies;

(e) Use the name, credit, or property of the partnership for any purpose other than a proper partnership purpose;

(f) Do any act detrimental to the partnership business or which would make it impossible to carry on that business.

11. BOOKS OF ACCOUNT: A complete set of books of account, organized and maintained, using approved accounting practices, shall be established by the merged partnership's accounting firm. The books shall be retained either at the principal place of partners' business or at the partnership's accountant's office, and said books shall be open for inspection by any partner at all reasonable hours.

12. ACCOUNTING: Unless otherwise agreed, the fiscal year of the partnership shall be from January 1 to December 31 of each year, and the accounting basis shall be a cash basis. The partnership's accounting firm shall prepare the annual profit and loss statement and other financial statements required by the partnership.

13. BANKING: All funds of the partnership shall be deposited in partnership bank accounts at Key Bank located at Pocatello, Idaho. Until otherwise agreed by the managing

partners in writing, all withdrawals from such account shall be made upon checks signed by any of the partners.

14. PARTNERSHIP TERMINATION: The partnership may be dissolved at any time by agreement of the managing partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. Upon death or withdrawal from the partnership by Leo Fehringer, his share shall revert back to Marty Fehringer and Marvin Fehringer equally. While Leo Fehringer is a partner he each shall be actively involved in the partnership business and shall be entitled to 5% of expenses, profits and losses of the partnership. Marlene is not a partner in the merged partnership because she does not wish to be involved in the partnership and she, by signing this agreement, waives any interest she might have had and assigns the same to Leo Fehringer. Char Fehringer is the wife of Marty Fehringer and is a partner with a 5% interest. Upon divorce, death or withdrawal, Char Fehringer's interest shall revert to Marty Fehringer. While Char Fehringer is a partner she shall be actively involved in the partnership business and shall be entitled to 5% of expenses, profits and losses of the partnership. Kathleen R. Findley-Pennell is the wife of Marvin Fehringer and is a partner with a 5% interest. Upon divorce, death or withdrawal, Kathleen R. Findley-Pennell's interest shall revert to Marvin Fehringer. While Kathleen R. Findley-Pennell is a partner she shall be actively involved in the partnership business and shall be entitled to 5% of expenses, profits and losses of the partnership.

If the partnership is liquidated, the partnership business will be distributed in the following order:

- (a) To pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations;
- (b) To then pay any credit balance remaining in the capital account of the respective partners; and
- (c) To finally distribute all the remaining proceeds between the partners in proportion to their share of income as reflected in paragraph 4 above or as may be modified by other events described in this document.

15. ARBITRATION: In the event of a disagreement between the partners, that cannot be adjusted mutually between them, a board of arbitration shall be set up with each partner selecting an arbitrator who shall consider the controversy existing between the partners and the decision shall be binding upon all of the partners, with each partner to bear an equal cost of the arbitrators.

16. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding of the partners with respect to the partnership and the covenants and agreements contained herein shall be binding upon the partners, their respective heirs, representatives, and assigns.

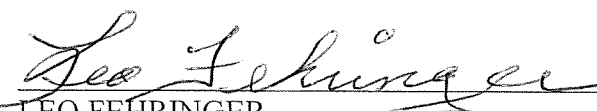
17. AMENDMENTS: Any amendment to this Partnership Agreement shall be void unless made in writing and signed by the managing partners.

IN WITNESS WHEREOF, the partners and Marlene Fehringer have signed this Partnership Agreement the day and year first above written.

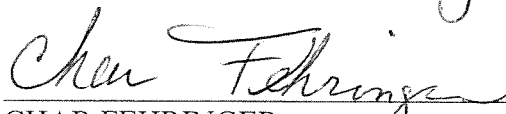
DATED this 29th day of December, 2010


MARTY FEHRINGER


MARVIN FEHRINGER


LEO FEHRINGER


MARLENE FEHRINGER

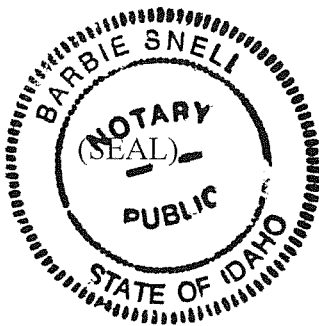

CHAR FEHRINGER


KATHLEEN R. FINDLEY-PENNELL

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARTY FEHRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

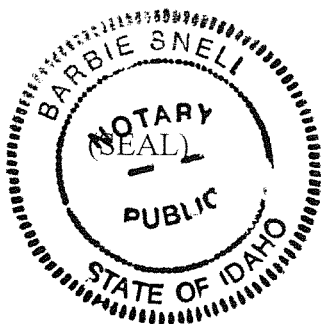


Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARVIN FEHRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

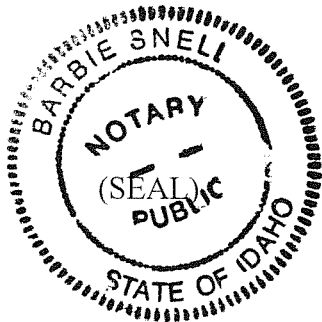


Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared LEO FEHRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

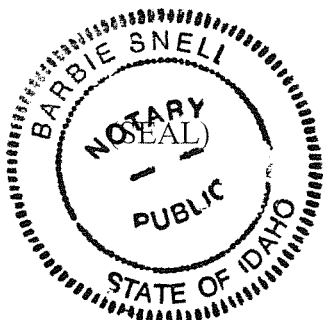


Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARLENE FEHRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

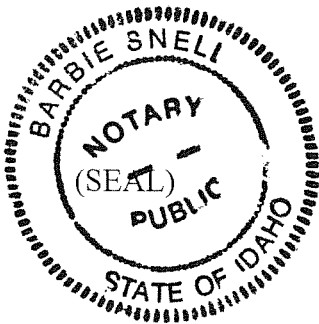


Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared CHAR FEHRINGER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

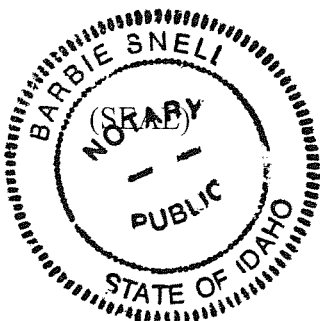


Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017

STATE OF IDAHO)
 :SS
County of Bannock)

On this 29th day of December, 2010, before me, the undersigned Notary Public, in and for said State and County, personally appeared KATHLEEN R. FINDLEY-PENNELL, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello
My commission expires: 5-26-2017