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MSI(4) #40
Rising River Farm

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
WR 35-2179A OK			WR 35-11572 OK		
WR 35-2272B OK			WR 35-2180A OK		
WR 35-2273 OK			WR 35-2181F OK		
WR 35-2617 OK			WR 35-10522 OK		
WR 35-2181E OK			WR 35-2282 OK		
WR 35-2272A OK			WR 35-11573 OK		
WR 35-2454 OK					

SUPPORT DATA
IN FILE # 35-2179A

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)
WINNING BROOK CORP % RODNEY H. MOORE
P.O. Box 53
NAMPA, IDAHO 83653-0053

4. New Owner/Claimant(s)
MIDNIGHT SUN, INC. IV
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
40 CHARLES W. BRYAN
P.O. Box 53
NAMPA, ID 83653-0053

New Mailing Address
 City, State and ZIP Code
 New Telephone Number
(208) 466-0419 Email: charles.bryan@ubs.com

RECEIVED

NOV 03 2008

Department of Water Resources
Eastern Region

5. Date you acquired the property

JUNE 30, 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

CLBVice President

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by BMK
 Receipted by BMK
 Processed by AJ

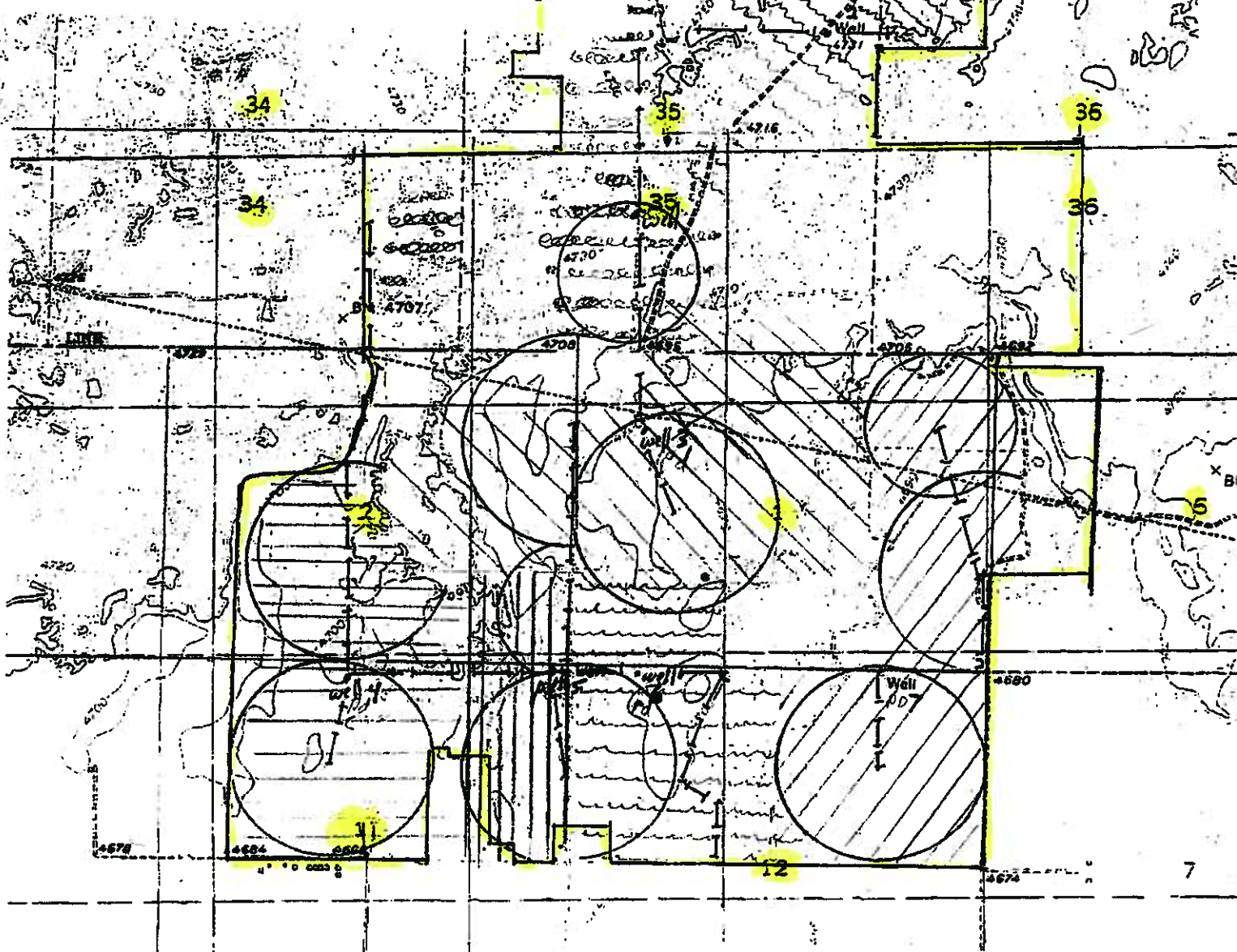
 Date 11/3/08
 Date 11/3/08

 Receipt Amt. 325.00
 Receipt No. E034570
 WR Date

Water Rights:

- Decree 35-2179A for 3.75 CFS, priority of 07/08/1950
- Decree 35-2272B for 2.94 CFS, priority of 10/27/1952
- Decree 35-2273 for 4.1 CFS, priority of 10/27/1952
- Decree 35-2617 for 1.76 CFS, priority of 11/18/1960
- Decree 35-2181E for 2.53 CFS, priority of 07/08/1950
- Decree 35-2272A for 1.42 CFS, priority of 10/27/1952
- Decree 35-2454 for 1.46 CFS, priority of 03/01/1956
- Decree 35-11572 for .31 CFS, priority of 04/01/1976
- Decree 35-2180A for .35 CFS, priority of 07/08/1950
- Decree 35-2181F for .35 CFS, priority of 07/08/1950
- Decree 35-10522 for .26 CFS, priority of 07/08/1954
- Decree 35-2282 for 2.9 CFS, priority of 11/22/1952
- Decree 35-11573 for .79 CFS, priority of 04/01/1976

Totals: 21.21 CFS = 6 GPM per acre



**UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF MIDNIGHT SUN, INC. IV, A DELAWARE CORPORATION
IN LIEU OF SPECIAL MEETING**

The undersigned, being all the Directors of Midnight Sun, Inc. IV, a Delaware Corporation ("Company") unanimously consent to and take the following actions without a meeting:

RESOLVED: That the following persons be, and they hereby are, elected to the indicated offices of the Corporation to serve until a successor officer is appointed:

James B. McCandless	President, Treasurer
R. Brian Webb	Senior Vice President
George E. Schwab	Senior Vice President
Kim E. Morgan	Vice President
Michael P. Septer	Vice President
J. Scott Haffner	Vice President
Charles W. Bryan, Jr.	Vice President
Rose Marie Beaulieu	Secretary
Elaina Forsell	Controller

RESOLVED: That the President, Treasurer, and Senior Vice President acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation provided a separate vote authorizes the specific transaction:

Real Estate Purchase Agreements
Real Estate Sale Listing Agreements
Real Estate Sale Agreements

RESOLVED: That all of the above named officers acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation, without further authorization:

Farm Lease and Security Agreements
Farm Management Service Agreements
Uniform Commercial Code Forms
U.S. Department of Agriculture Documents
U.S. Farm Services Agency including FSA-211, Power of Attorney
Commodity Credit Corporation Documents
Oil and Gas Leases, Geothermal Leases, and Mineral Leases
Federal, State, and Private Irrigation District Documents
Federal Bureau of Reclamation Documents


James B. McCandless, Director


George E. Schwab, Director


R. Brian Webb, Director

9-22-08
Date

9/18/08
Date

9/19/08
Date

(WBC#73)

WHEN RECORDED MAIL TO:
Keren Baki
First American Title Insurance Company
National Commercial Services
111 N. Orange Ave., Suite 1285
Orlando, FL 32801

Instrument # 596406
BINGHAM COUNTY
7-10-2008 04:00:36 No. of Pages: 7
Recorded for : FIRST AMERICAN TITLE COMPANY
SARA J. STAUB Fee: 21.00
Ex-Officio Recorder Deputy *KS*

DEED

THIS DEED is made and entered into this the 30th day of June, 2008, by and between **WINDING BROOK CORPORATION**, a Massachusetts corporation ("Grantor") whose address is c/o Prudential Investment Management, Inc., 801 Warrenville Road, Suite 150, Lisle, Illinois 60532-1357 and **MIDNIGHT SUN, INC. IV**, a Delaware corporation ("Grantee") whose address is c/o UBS AgriVest LLC, 242 Trumbull Street, Hartford, CT 06103-1212. The words "Grantor" and "Grantee" shall include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents:

A. **Real Property:** Grantor does hereby grant, bargain, sell, transfer, convey and confirm unto the Grantee, its heirs and assigns forever, the real estate, together with all structures, fixtures and other improvements owned by Grantor and affixed thereon together with all water rights, wells and well permits applicable or related thereto, and all quotas, crop bases, allotments and similar rights relating to the property situated and being in the County of Bingham, State of Idaho, described more particularly on Exhibit "A" annexed hereto and incorporated herein by this reference, but excluding the Mineral Interests, as defined below (collectively, the "Real Property"); and

B. **Mineral Interests:** Grantor does hereby remise, release and forever quit-claim unto Grantee and its successors and assigns, without warranty all right, title, interest, claim and demand of Grantor, if any, in and to all subsurface rights as to the land described in Exhibit "A" hereto, including, without limitation, all mineral, gas, oil and geothermal rights owned by Grantor (collectively, the "Mineral Interests").

The foregoing conveyances of the Real Property and the Mineral Interests (collectively, the "Property") are subject to setbacks and zoning regulations, rules, regulations and laws affecting and governing the Property, any state of facts which an accurate survey might disclose, reservations, rights of way, easements, and other matters of record in the Office of the Clerk and Recorder for Bingham County, Idaho and those matters set forth on Exhibit "B", attached hereto and made a part hereof (collectively, the foregoing matters to which this conveyance is subject including those set forth on Exhibit "B", attached hereto are referred to as the "Permitted Encumbrances"). All

crop bases and/or payment acres associated with the Real Property will be conveyed by Grantor to Grantee.

TO HAVE AND TO HOLD the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor either in law or in equity or both, to the proper use, benefit, and behoof of Grantee and Grantee's successors and assigns in fee simple forever.

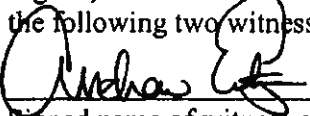
AND THE GRANTOR, does hereby covenant and warrant to Grantee and Grantee's successors and assigns that the Real Property is free and clear of and from any encumbrances made or suffered by Grantor except the Permitted Encumbrances and that subject to the Permitted Encumbrances, Grantor will warrant and defend the title to the Real Property unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming by, and through or under Grantor, but against no others.

[Execution and notarization pages follow]

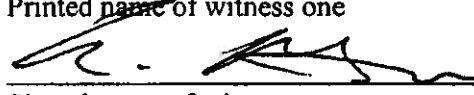
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its authorized representative as of the day and year first above written.

Dated:

Signed, sealed and delivered in the presence of the following two witnesses:

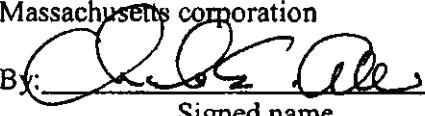

Signed name of witness one

ANDREW EITINGTON
Printed name of witness one


Signed name of witness two

Eric Castleson
Printed name of witness two

WINDING BROOK CORPORATION, a
Massachusetts corporation

By: 
Signed name

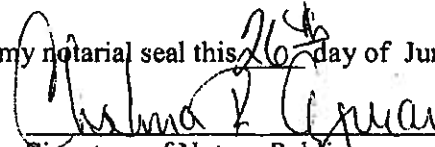
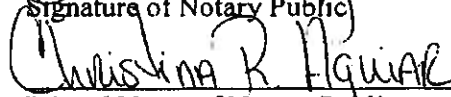
Charles E. Allison, its President

STATE OF FLORIDA

COUNTY OF ORANGE

Before me a Notary Public in and for said County and State, personally appeared Charles E. Allison the President of Winding Brook Corporation, a Massachusetts corporation acting on behalf of said corporation, who acknowledged that he executed the foregoing instrument on behalf of said corporation. Said person did not take an oath and () is personally known to me or (x) has produced a driver's license issued by the State of Florida, as identification, which is current or has been issued within the past five (5) years and bears a serial or other identifying number.

IN WITNESS WHEREOF, I have affixed my notarial seal this 26th day of June, 2008.


Signature of Notary Public

Printed Name of Notary Public

My Commission expires:

[Notary Seal]



Exhibit "A"

Legal Description

WBC73 / Rising River Farm

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

TOWNSHIP 1 NORTH, RANGE 35 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 25: SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 26: SE $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 34: E $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 35: SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; S $\frac{1}{2}$

SECTION 36: NW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

TOWNSHIP 1 SOUTH, RANGE 35 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 1: ALL

SECTION 2: SE $\frac{1}{4}$ SE $\frac{1}{4}$; LOTS 1 AND 2, N $\frac{1}{2}$ SE $\frac{1}{4}$ EAST OF THE NORTH SOUTH LAVA FLOW

EXCEPTING THEREFROM THE FOLLOWING: W $\frac{1}{2}$ SE $\frac{1}{4}$, LOT 2 WEST OF THE NORTH SOUTH LAVA FLOW

SECTION 2: W $\frac{1}{2}$ SE $\frac{1}{4}$, LOT 2 W. OF LAVA FLOW; SW $\frac{1}{4}$ E. OF ROAD

SECTION 11: N $\frac{1}{2}$ EAST OF COUNTY ROAD,

EXCEPT: BEGINNING AT THE SOUTHEAST CORNER OF SAID NE $\frac{1}{4}$, THENCE WEST 705 FEET TO THE TRUE POINT OF BEGINNING THENCE NORTH 200 FEET; THENCE WEST 290 FEET; THENCE NORTH 1185 FEET; THENCE WEST 470 FEET; THENCE NORTH 85 FEET; THENCE WEST 335 FEET; THENCE SOUTH 1470 FEET; THENCE EAST 1095 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE SOUTHEAST CORNER OF SAID NE $\frac{1}{4}$, THENCE WEST 150 FEET; THENCE NORTH 500 FEET; THENCE EAST 150 FEET; THENCE SOUTH 500 FEET TO THE POINT OF BEGINNING.

SECTION 12: N $\frac{1}{2}$, EXCEPT: BEGINNING AT THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$, THENCE NORTH 500 FEET; THENCE EAST 600 FEET; THENCE SOUTH 500 FEET; THENCE WEST 600 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 1 SOUTH, RANGE 36 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 6: LOTS 5 AND 6

APN: RP0269300 and RP0269400 and RP0269500 and RP0269600 and RP0271000 and RP0271100 and RP0271200 and RP0271300 and RP0271400 and RP0271401 and RP0271500 and RP0271502 and RP0271603 and RP0271604 and RP0271605 and RP0271606 and RP0272006 and RP0272004 and RP0272005 and RP0272007 and RP0273008 and RP0273201 and RP0273203 and RP0380900

EXHIBIT "B"
PERMITTED ENCUMBRANCES
WINDING BROOK - RISING RIVER
(WBC#73)

1. Taxes for 2008 and subsequent years not yet due and payable.
2. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code. (Sec. 36-1N-35)
4. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code. (36-1N-35)
5. Easement granted to Utah Power & Light Company, recorded November 6, 1950, in Book Q of Misc., Page 123, Bingham County ID.
6. Right-of-way granted to Bingham County recorded February 23, 1954, as Instrument No. 34635, Bingham County ID.
7. Right-of-way granted to Bingham County recorded April 7, 1954, as Instrument No. 35375, Bingham County ID.
8. Easement granted to Idaho Power Company, recorded March 17, 1955, as Instrument No. 41040, Bingham County ID.
9. Easement granted to Idaho Power Company, recorded March 21, 1956, as Instrument No. 46891, Bingham County ID.
10. Easement granted to Idaho Power Company, recorded July 12, 1957, as Instrument No. 54294, Bingham County ID.
11. Easement granted to Idaho Power Company, recorded December 1, 1958, as Instrument No. 63548, Bingham County ID.
12. Easement granted to Idaho Power Company, recorded July 21, 1959, as Instrument No. 68426, Bingham County ID.
13. Easement granted to Idaho Power Company, recorded March 13, 1964, as Instrument No. 105063, Bingham County ID.

14. Easement granted to Idaho Power Company, recorded March 13, 1964, as Instrument No. 105064, Bingham County ID.
15. Reservations in United States Patent, recorded as Instrument No. 174778, Bingham County ID.
16. Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded as Instrument No. 237705, Bingham County ID.
17. Reservations in United States Patent, recorded as Instrument No. 268435, Bingham County ID.
18. Easement reserved in Warranty Deed recorded June 15, 1995, as Instrument No. 435434, Bingham County ID.
19. Lease and Security Agreement dated July 26, 2007 by and between Winding Brook Corporation, as Lessor, and Albert Wada, Wada Family, LLC, as Lessee (unrecorded).