

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DE

RECEIVED

JUN 19 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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)
PD 45-7241	N/A	N/A			
PD 45-12462	N/A	N/A			

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)

ACL CO., LLC

ATTN: TOM ESPEL

P.O. BOX 7160, FARGO, N.D. 58106-7160

4. New Owner/Claimant(s)

MCCAIN FOODS USA, INC.

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

ATTN: IAN S. MITCHELL, 2275 CABOT DRIVE

City, State and ZIP Code

LISLE, IL 60532

New Telephone Number

(630) 857-4460 Email: ian.mitchell@mccain.com

5. Date you acquired the property MAY 29, 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		N/A
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		N/A
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		N/A
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)

Jan Mitchell *Counsel*
 JAN MITCHELL - McLean FOODS USA, INC. (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 *[Signature]*
 Received by *[Signature]*
 Processed by AJ

Date 6/19/08
 Date 6/20/08
 Date

Receipt Amt. \$50
 Receipt No. 5030256
 WR Date

This document was drafted by
and should be returned to:
Nancy Leary Haggerty, Esq.
Michael Best & Friedrich LLP
100 E. Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202

Special Warranty Deed for Parcels 8 and 9, Cassia County, Idaho

For value received, ACL COMPANY, LLC, a Minnesota limited liability company, ("Grantor") does hereby grant, bargain, sell and convey unto MCCAIN FOODS USA, INC., a Maine corporation ("Grantee") whose principal address is 2275 Cabot Drive, Lisle, IL 60532, the described items on Schedule A, ("Improvements") which are on real estate described as the "Property" on Schedule A, in Cassia County Idaho.

To have and to hold the said interests, with its appurtenances unto Grantee, its heirs, successors and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said interests, that the interests are free from all liens and encumbrances, with the exception of the permitted exceptions which are shown on the attached Schedule B, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this 29 day of May, 2008.

ACL COMPANY, LLC

By: Thomas K. Espel
Name: Thomas K. Espel
Title: Vice President

STATE OF North Dakota)
)ss.
COUNTY OF Cass)

On this 29th day of May, 2008, before me, a notary public in and for the said State, personally appeared Thomas K. Espel, as Vice President, of ACL Company, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

Kimberly A. Danielson
Notary Public, State of North Dakota
My Commission: Mar. 7, 2009

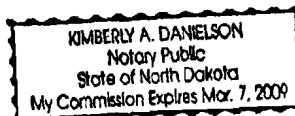


EXHIBIT A

LEGAL DESCRIPTION-INTERESTS ON LEASED LAND IN CASSIA COUNTY, IDAHO

All of the buildings, structures and other improvements, including the building fixtures therein and including without limitation, all facilities, fixtures, machinery, apparatus, installations, equipment, heating, ventilating, air conditioning, window washing, plumbing and electrical fixtures and equipment, all hot water heaters, boilers, heating controls, motors, boiler pressure systems and equipment, all lighting and lighting equipment, all elevators and escalators, all floor coverings, attached floor-to-ceiling wall systems and window coverings, all sprinkler, fire control and suppression, fire and life safety, generator, alarm, security (including cameras, monitors, automatic door locks and access apparatus, and the elevator security system in the building), telephone, waste compacting and water removal systems (the "Improvements"), which Improvements are and shall remain real property, all located on:

PARCEL NO. 8: Burley Cellar Site

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: Beginning at the Southwest corner of said Section 23, said corner marked by a 5/8 inch rebar; Thence North 0°32'21" West along section line for 65.19 feet to a point on the North right of way of the Union Pacific Railroad; Thence South 87°25'26" East along said railroad right of way for 4264.97 feet to a point; Thence North 02°34'34" East for a distance of 12.46 feet to a point; Thence North 33°03'18" West for a distance of 111.24 feet to a point; Thence North 53°39'24" West for a distance of 168.19 feet to a point; Thence North 69°29'05" West for a distance of 466.50 feet to the Northeast corner of a building; Thence North 37°30'36" West along the North wall of said building for a distance of 217.64 feet to the Northwest corner of said building; Thence North 37°23'48" West for a distance of 154.07 feet to a point; Thence North 03°03'32" East for a distance of 30.00 feet to the North right of way of an access easement; Thence North 03°03'32" East for a distance of 7.08 feet to a 1/4 inch rebar which shall be the Point of Beginning;

Thence North 03°03'32" East for a distance of 37.01 feet to a 1/4 inch rebar;

Thence North 36°54'25" West for a distance of 125.79 feet to a 1/4 inch rebar;

Thence South 02°29'18" West for a distance of 23.71 feet to a 1/4 inch rebar;

Thence North 36°47'38" West for a distance of 349.21 feet to a 1/4 inch rebar;

Thence North 02°50'01" East for a distance of 355.94 feet to a 1/4 inch rebar;

Thence South 37°00'26" East for a distance of 460.96 feet to a 1/4 inch rebar;

Thence South 70°27'55" East for a distance of 243.09 feet to a 1/4 inch rebar;

Thence South 02°12'01" West for a distance of 233.94 feet to a 1/4 inch rebar;

Thence South 37°36'03" East for a distance of 319.80 feet to a 1/4 inch rebar;

Thence South 02°26'01" West for a distance of 111.50 feet to a 1/4 inch rebar;

Thence North 37°28'38" West for a distance of 542.50 feet to the Point of Beginning.

PARCEL NO. 9: Burley Cellar Easement

TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23 & 26: Beginning at the Southwest corner of said Section 23, said corner marked by a 3/4 inch rebar; Thence North 77°22'01" West along section line for 43.19 feet to a point on the North right of way of the Eastern Idaho Railroad (formerly Union Pacific Railroad); Thence South 87°23'23" East along said railroad right of way for 4264.97 feet to the Point of Beginning;
Thence North 02°34'34" East for a distance of 12.46 feet;
Thence North 33°03'13" West for a distance of 111.24 feet;
Thence North 53°39'21" West for a distance of 163.19 feet;
Thence North 69°29'05" West for a distance of 466.30 feet to the Northeast corner of a building;
Thence North 87°30'16" West along the North wall of said building for a distance of 217.54 feet to the Northwest corner of said building;
Thence North 87°23'48" West for a distance of 154.07 feet;
Thence North 03°03'31" East for a distance of 30.00 feet;
Thence North 03°03'32" East for a distance of 7.03 feet to a 1/2 inch rebar;
Thence South 87°23'38" East for a distance of 342.50 feet to a 1/2 inch rebar;
Thence South 02°26'01" West for a distance of 61.34 feet;
Thence South 69°29'05" East for a distance of 399.05 feet;
Thence South 70°15'16" East for a distance of 168.19 feet;
Thence South 74°20'18" East for a distance of 166.02 feet;
Thence South 02°34'34" West for a distance of 42.31 feet to a point on the North right of way of the Eastern Idaho Railroad (formerly Union Pacific Railroad);
Thence North 87°23'23" West along said railroad right of way for a distance of 76.00 feet to the Point of Beginning.

The above described "Burley Cellar Site" and "Burley Cellar Easement" sometimes together called the "Property."

Grantor also by this Deed assigns to Grantee, the following rights:

1. All interest as Lessee under two Ground Lease Agreements dated January 19, 1996 with Ore-Ida Foods, Inc., as Lessor and Grantor, as Lessee, as amended ("Ground Lease"), a Memorandum of which Ground Leases was recorded in the Cassia County, Idaho Register of Deed's Office as Document No. 240703.
2. All interest as Lessor under a Facility Lease between Grantor as Lessor and Storage Services Company ("SSC") as Lessee ("SSC Sublease"), dated January 19, 1996, as amended.
3. All interest originally held by Grantor under the Out-Weight Services Agreement dated August 1, 1998, as amended (the "Out-weight Agreement") between Grantor, Grantee, and SSC.

Grantor warrants and represents to Grantee that Grantor holds all interest as Lessee under those Ground Leases, holds all interests originally held by Grantor under the Out-Weight Agreement, and holds all rights as lessor to SSC under the SSC Sublease, free and clear of all liens and encumbrances, has the full right to convey the same to Grantee and by this document does convey all such interests to Grantee. Grantor warrants to Grantee that Grantor has not further assigned or transferred the rights under the documents listed above, or further sublet the Property.

Further, Grantor assigns to Grantee all other rights to the Property Grantor has obtained by whatever means.

Grantee is already the owner and holder of the Lessor's interest under the Ground Lease, the holder of the Right of First Refusal under the Ground Leases, the holder of the Option to Purchase under the Out-weight Agreement, and the owner of the land subject to the Ground Leases. By the execution and delivery of this document, and an assignment of all rights by SSC under the SSC Sublease, it is intended that the Ground Leases terminate, the SSC Sublease terminate, the Out-weight Agreement terminate, and that all fee simple title to the Property be divested to Grantee, and that all of these interests in the Property shall merge into Grantee's name.

Tax Key No. _____

SCHEDULE B
PERMITTED EXCEPTIONS

[note we are waiting for a clean title commitment to add the Permitted Exceptions]

KIMBERLY A. DANIELSON
Notary Public
State of North Dakota
My Commission Expires Mar. 7, 2009

SCHEDULE A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL NO. 5: Stars Ferry Cellar (North of RR)

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: Part of the SW¹/₄SE¹/₄, more particularly described as follows:

Beginning at the South quarter section corner of said Section 21, said point marked by a railroad spike; Thence North 0°27'25" East along the quarter section line for 553.59 feet to the North right-of-way of the Union Pacific Railroad right-of-way, said point marked by a 1/4 inch rebar, which shall be the Point of Beginning;
Thence North 0°27'25" East along the quarter section line for 617.59 feet to a 1/4 inch rebar;
Thence South 35°13'34" East along the centerline of an existing irrigation lateral for 1359.35 feet to a 1/4 inch rebar on the East line of the SW¹/₄SE¹/₄;
Thence South 0°39'00" West along the 1/16th section line for 580.19 feet to a 1/4 inch rebar on the North right-of-way of the Union Pacific Railroad;
Thence North 36°47'48" West along said railroad right-of-way for 1355.59 feet to the Point of Beginning.

PARCEL NO. 6: Easement for Stars Ferry Cellar (North of RR)

A Non-Exclusive Easement for ingress and egress for the benefit of Parcel No. 5, as created by Agreement Between Adjoining Owners Creating Easements dated April 3, 1981, and recorded April 14, 1981 as Instrument No. 134157 on Film No. 141, records of Cassia County, Idaho, over the following described land:

The East 20 feet of that part of the SW¹/₄SE¹/₄ of Section 21, Township 10 South, Range 22 East of the Boise Meridian, Cassia County, Idaho, lying South of the Union Pacific Railroad right-of-way.

PARCEL NO. 7: Stars Ferry Cellar (South of RR)

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: All that part of the SE¹/₄SE¹/₄ of said Section 21, lying South of the Union Pacific Railroad right-of-way, EXCEPT that portion donated to the State of Idaho for highway purposes.

EXHIBIT A- PAGE 2

Grantor also by this deed assigns to Grantee, the following rights:

1. All interest originally held by Grantor under the Out-weight Services Agreement dated August 1, 1998, as amended (the "Out-weight Agreement") between Grantor, Grantee, and Storage Services Company ("SSC").

Grantor warrants and represents to Grantee that Grantor holds all interest originally held by Grantor under the Out-Weight Agreement, free and clear of all liens and encumbrances, has the full right to convey the same to Grantee and by this document does convey all such interests to Grantee. Grantor warrants to Grantee that Grantor has not further assigned or transferred the rights under the documents listed above, or further sublet the Property, including confirming that Grantor has not subleased the Property to SSC.

Further, Grantor assigns to Grantee all other rights to the Property Grantor has obtained by whatever means.

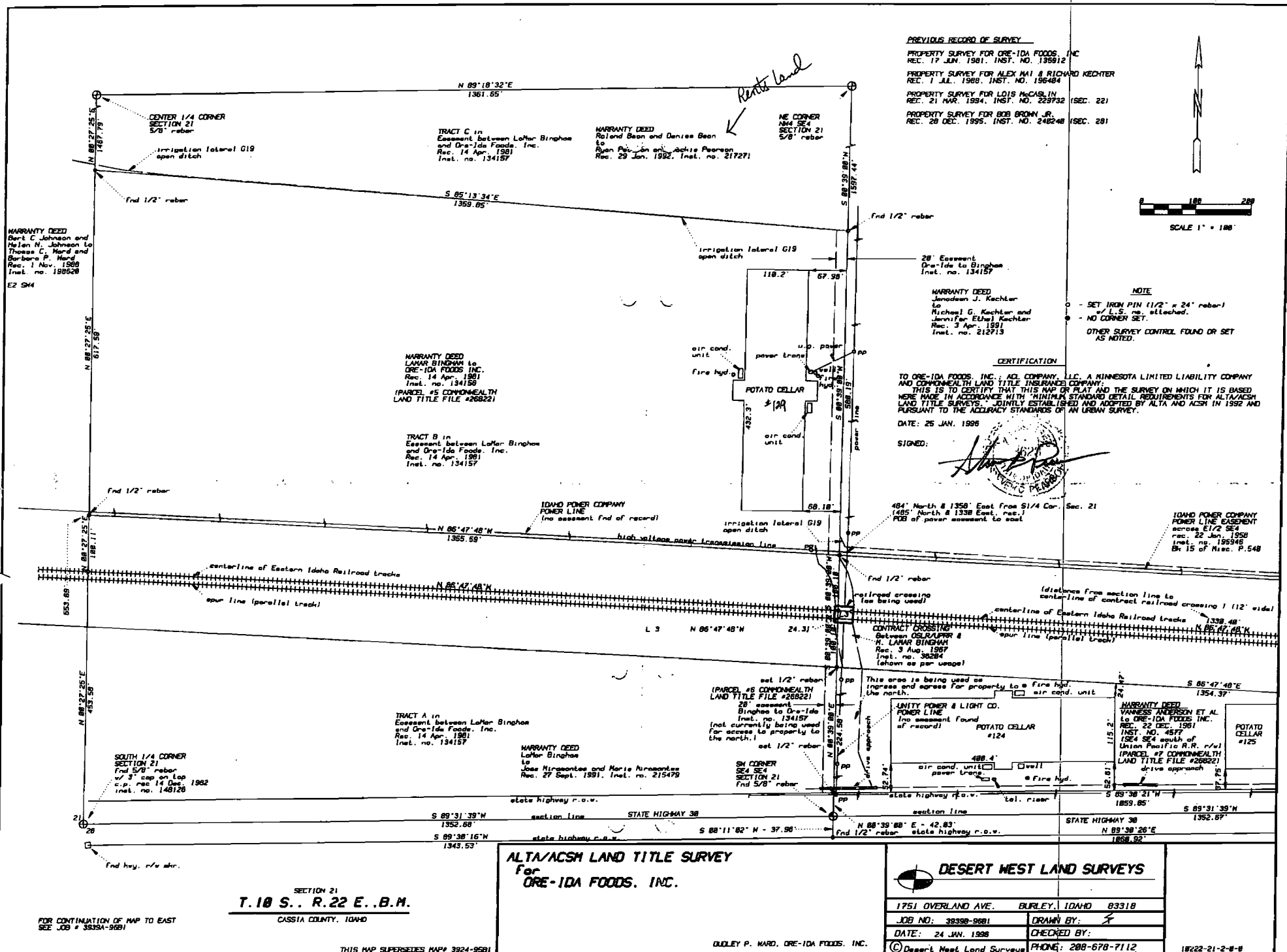
Grantee is already the owner and holder of an Option to Purchase under the Out-weight Agreement, which Grantee has exercised. By the execution and delivery of this document it is intended that the Out-weight Agreement terminate, and that all fee simple title to the Property be divested to Grantee, and that all of these interests in the Property shall merge into Grantee's name.

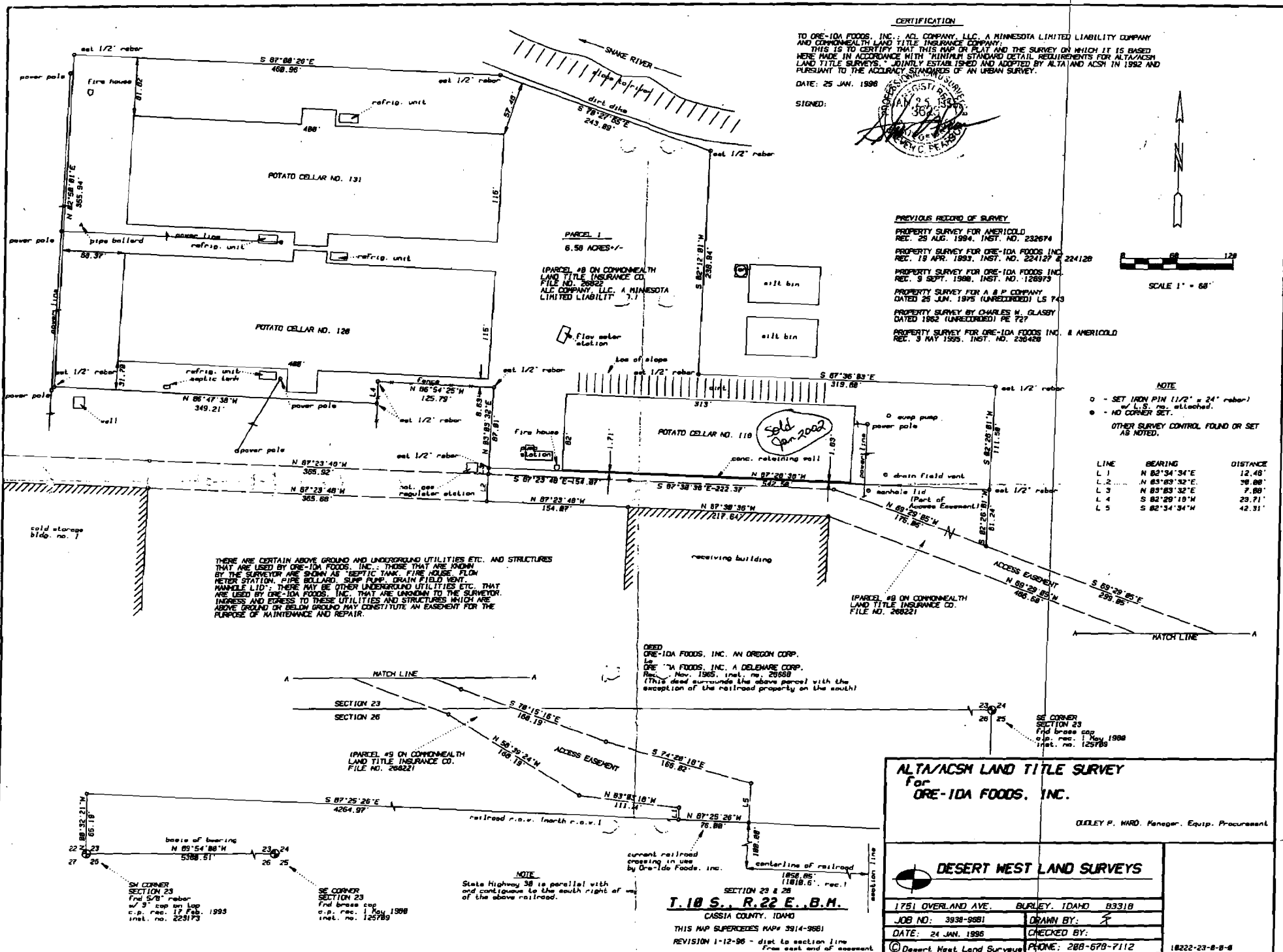
Tax Parcel No.: _____

SCHEDULE B
PERMITTED EXCEPTIONS

*[Note we are waiting for revised title commitment to come back which identifies which
encumbrance affects which parcels]*

“Permitted Exceptions” are defined as follows:





NE CORNER
M4 SE4
SECTION 21
5/8" rebar

PREVIOUS RECORD OF SURVEY

PROPERTY SURVEY FOR ORE-IDA FOODS, INC.
REC. 17 JUN. 1981. INST. NO. 135312

PROPERTY SURVEY FOR ALEX HAI & RICHARD KEDTHER
REC. 1 JUL. 1988. INST. NO. 198484

PROPERTY SURVEY FOR LOIS McCASLIN
REC. 21 MAR. 1994. INST. NO. 229732 (SEC. 22)

PROPERTY SURVEY FOR BOB BROWN JR.
REC. 28 DEC. 1995. INST. NO. 248248 (SEC. 28)

NE CORNER

SE4 SE4

SECTION 21

End 5/8" rebar

on top of U.S.R.S. iron pipe

c.p. rec. 18 Jan. 1984

inst. no. 161487

CERTIFICATION

TO ORE-IDA FOODS, INC., A MINNESOTA LIMITED LIABILITY COMPANY
AND COMMONWEALTH LAND TITLE INSURANCE COMPANY:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED
WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM
LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992 AND
PURSUANT TO THE ACCURACY STANDARDS OF AN ALTA SURVEY.

DATE: 25 JAN. 1996

SIGNED:

[Signature]

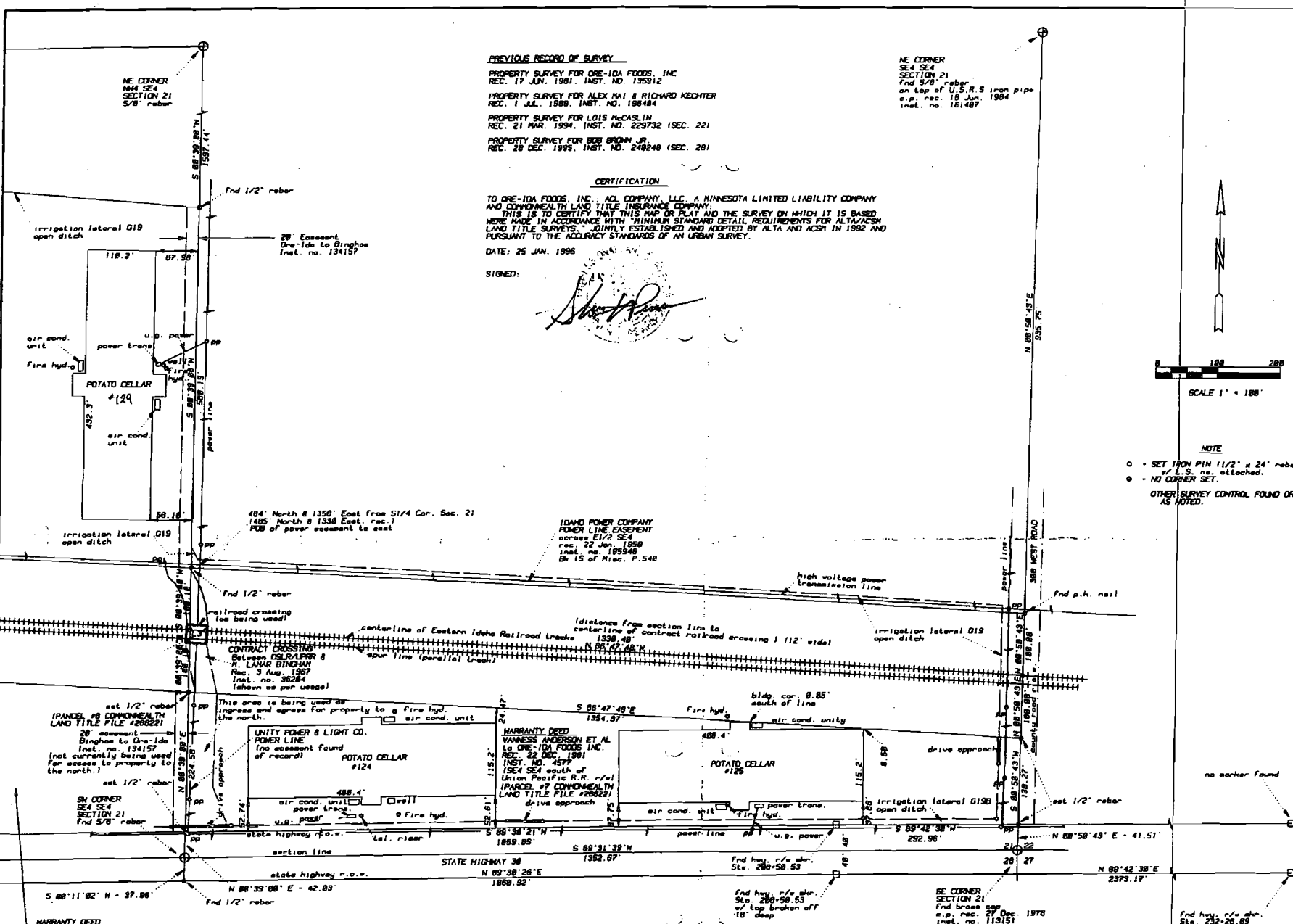


SCALE 1" = 100'

NOTE

- o - SET IRON PIN 1 1/2" x 24" rebar!
- o - NO CORNER SET.

OTHER SURVEY CONTROL FOUND OR SET
AS NOTED.



WARRANTY DEED
To
Jose Miramontes and Maria Miramontes
Rec. 27 Sept. 1991. Inst. no. 215479

SECTION 21
T.10 S.. R.22 E..B.M.
CASSIA COUNTY, IDAHO

ALTA/ACSM LAND TITLE SURVEY
For
ORE-IDA FOODS, INC.

FOR CONTINUATION OF MAP TO WEST
SEE JOB # 39388-9581

THIS MAP SUPERSEDES MAP# 3925-9581

UDLEY P. WARD, ORE-IDA FOODS, INC.

DESERT WEST LAND SURVEYS			
1751 OVERLAND AVE.	BURLEY, IDAHO	83318	
JOB NO: 39388-9581	DRAWN BY: <i>[Signature]</i>		
DATE: 24 JAN. 1996	CHECKED BY:		
© Desert West Land Surveys	PHONE: 208-678-7112		

10222-21-2-B-0