

RECEIVED

JUN 14 2006

Transfer No. 73410WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant F&M Cattle Inc Phone (208) 495-1075Post Office address 12971 Bailey Rd Melba, ID 836441

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use☐ Change nature of use☐ Change period of use☐ Other _____

2. Describe the reason for the proposed changes This application seeks to add a point of diversion to right 57-7392, thereby describing the three points of diversion used to supply domestic and stock water for this facility. The application also seeks to correct an error in the decreed right by describing 1S 3W Section 24 NENE (Lot 1) as a place of use for stockwater.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>57-7392</u>	<u>7/11/1983</u>	<u>0.2 cfs / 21.4 afy</u>	<u>Stockwater</u>	<u>1/1 to 12/31</u>
<u>57-7392</u>	<u>7/11/1983</u>	<u>0.08 cfs / 3.6 afy</u>	<u>Domestic 3 Homes</u>	<u>1/1 to 12/31</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 0.20 cubic feet per second and/or 25.0 acre-feet per annum.3. Source of water Ground Water tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
1		NE	NE	24	1S	3W	OWYHEE	STOCKWATER
9		NW	NE	24	1S	3W	OWYHEE	STOCKWATER
9		NW	NE	24	1S	3W	OWYHEE	STOCKWATER & DOMESTIC

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	3W	24	S lot 1	S lot 9															
				D lot 9															

Total Acres _____

PART 1

6. General Information:

- a. Description of diversion system Three wells and associated pumps, pressure tanks, and pipelines supply stock and domestic water.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 _____ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
n/a
- d. Remarks:
This transfer seeks to include as a point of diversion the existing well located in Lot 1, NENE 1S 3W, identified by driller tag numbers D029767 and D0042562. Per Well Driller's Reports (attached), the water bearing zone of this well is from 235 to 505 feet. The proposed place of use for stockwater includes Lot 9 (NWNE) and Lot 1 (NENE) of T1S R3W Section 24. There is no change in the actual physical place of use; BLM has re-designated government lots at this location, splitting Lots 1 and 2 into Lots 1, 8 & 9. The August 24, 1990 license described use in Lot 1 (NENE), but the SRBA decree incorrectly described use in only Lot 9 (NWNE). Therefore, the proposed place of use change is only to correct erroneous records. There is no change in nature of use, diversion rate, diversion volume, or number of homes or stock served under this right.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____.

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED See attached decree

1. Right as evidenced by:
- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
 - b. License No. _____ issued by the Idaho Department of Water Resources.
 - c. Claim No. _____ on file with the Idaho Department of Water Resources.
 - d. Transfer No. _____ which produced this right.
2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:
- | | | | |
|-----------------------------|-----------|---------------------|----------|
| amount _____
(cfs/ac-ft) | for _____ | purposes from _____ | to _____ |
| amount _____
(cfs/ac-ft) | for _____ | purposes from _____ | to _____ |
| amount _____
(cfs/ac-ft) | for _____ | purposes from _____ | to _____ |

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above Permit 57-11630

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

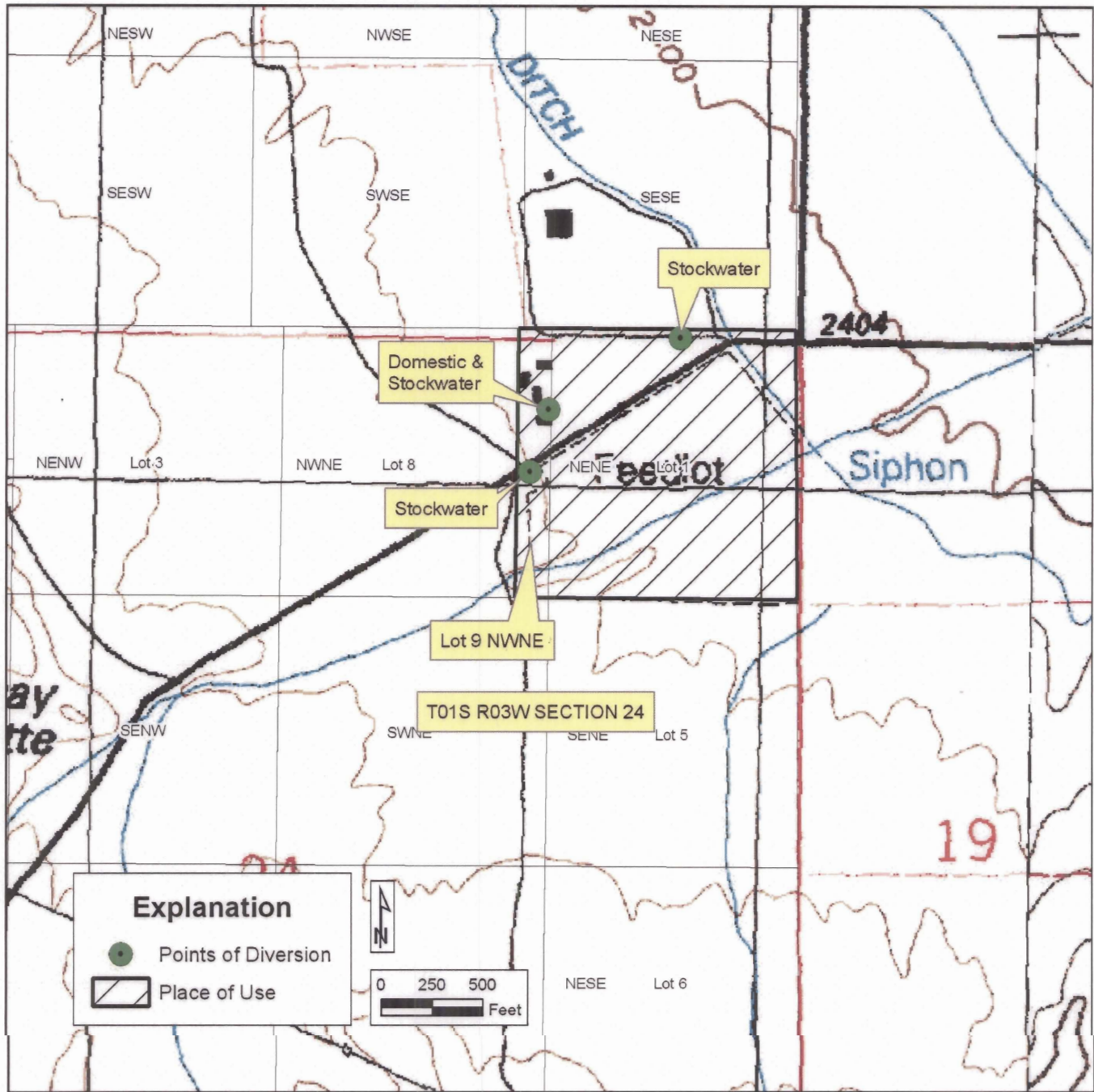
Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1.	<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

Quantity and quality of return flows and location of discharge: _____

2. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

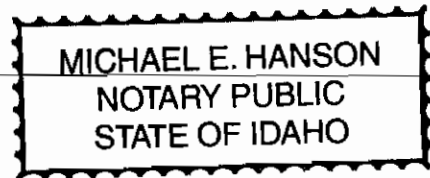
I understand that any willful misrepresentations made in this application may result in voiding its approval.

[Signature] *[Signature]*
 (Signature of Applicant)

Subscribed and sworn to before me this 31st day of MAY, 2006

[Signature]
 (Notary Public)

My commission expires 9/20/2010

**FOR DEPARTMENT USE ONLY**

Transfer contains 6 pages and 1 attachment~~s~~

Received by DB Date 6-14-06 Protest filed by _____

Prelim. Check by _____ Fee \$100-

Received by DB W034316 Date 6-14-06

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

1997 DEC 15 AM 10:58

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 57-07392

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

FILED

NAME & ADDRESS: JAMES HACKLER
IRENE HACKLER
MC 79 BOX 488
MELBA ID 83641

SOURCE: GROUNDWATER

QUANTITY: 0.2 CFS
25.0 AFY

PRIORITY DATE: 07/11/1983

POINT OF DIVERSION: T01S R03W S24 LOT 9 (NWNE) Within Owyhee County
2 PDINTS OF DIVERSION LOCATED IN T01S, R03W, S24, LOT 9 (NWNE)

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.2 CFS
			21.4 AFY
	DOMESTIC 3 HOMES	01-01 12-31	0.08 CFS
			3.6 AFY

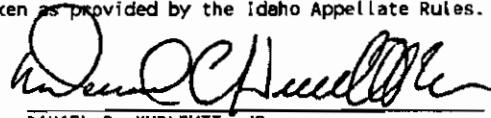
PLACE OF USE: STOCKWATER Within Owyhee County
T01S R03W S24 Lot 9 (NWNE)
DOMESTIC Within Owyhee County
T01S R03W S24 Lot 9 (NWNE)

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

MICROFILMED
OCT 07 1998

Attachment A

405581

WARRANTY DEED

FOR VALUE RECEIVED JAMES A. HACKLER and W. IRENE HACKLER,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto JON MORTENSEN and MARILYN MORTENSEN, husband and wife

the Grantees, whose address is 2312 E. HARBOUR GROVE DR., NAMPA, ID 83686

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2003 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: September 3, 2003

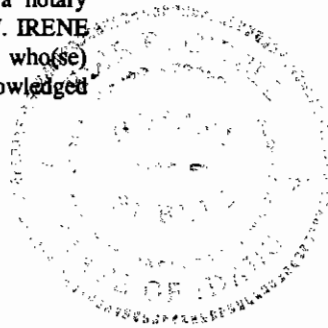
James A. Hackler
JAMES A. HACKLER

W. Irene Hackler
W. IRENE HACKLER

STATE OF IDAHO
COUNTY OF CANYON

On this 14th day of SEPTEMBER, 2003, before me, a notary public, personally appeared JAMES A. HACKLER and W. IRENE HACKLER, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Edna R. O'Neill
Notary Public
Residing at Nampa, ID
My commission expires: 4/17/2009



Instrument # 244918

MURPHY, OWYHEE, IDAHO

2003-09-04

04:38:06

No. of Pages: 2

Recorded for: PIONEER TITLE

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

PO5581

Exhibit "A"

*J. A. H.,
W. F. A.
J. M. M.*

Governments Lots 1 and 9, Section 24, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho.

EXCEPTING THEREFROM TRACTS I & II described as follows:

TRACT I

A parcel of land being a portion of Government Lots 1 and 9, located in the North Half of Section 24, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

BEGINNING at the Northeast corner of Section 24 (said point being the Northeast corner of said Government Lot 1), Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho; thence

South 00° 53'00" East a distance of 1324.98 feet along the East boundary of said Government Lot 1 to a point marking the Southeast corner of said Government Lot 1; thence

South 89° 14'15" West a distance of 1394.16 feet along the South boundary of said Government Lots 1 and 9 to the Southwest corner of said Government Lot 9; thence

North 00° 10'21" West a distance of 702.93 feet along the West boundary of said Government Lot 9 to a point on the centerline of Upper Reynolds Creek Road; thence leaving said West boundary

North 57° 11'22" East a distance of 1063.24 feet along said centerline; thence

North 64° 35'36" East a distance of 137.29 feet along said centerline to a point on the North boundary of said Government Lot 1; thence

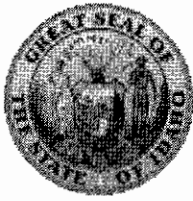
North 89° 08'03" East a distance of 358.14 feet along said North boundary to the POINT OF BEGINNING, said point being the Northeast corner of Government Lot 1.

TRACT II

A parcel of land situate in Lot 9 of Section 24, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Lot 9; thence South along the West line a distance of 200 feet; thence East parallel to the North line a distance of 200 feet; thence North 200 feet to the North line of said Lot 9; thence West 200 feet to the POINT OF BEGINNING.

Together with a 20 foot Right of Way for road purposes along the West line of said Lot 9 to the junction with the Reynolds Creek County, Road.



IDAHO SECRETARY OF STATE

Viewing Business Entity

Ben Ysursa, Secretary of State

[\[New Search \]](#) [\[Back to Summary \]](#)

[\[Get a certificate of existence for FULMER & MORTESEN CATTLE COMPANY, LLC \]](#)

FULMER & MORTESEN CATTLE COMPANY, LLC

2312 E HARBOR GROVE DR
NAMPA, ID 83686

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Jun 2006

State of Origin: IDAHO

Date of 10 Aug 2005

Origination/Authorization:

Current Registered Agent: JON MORTENSEN
2312 E HARBOR GROVE DR
NAMPA, ID 83686

File Number: W41865

Date of Last Annual Report:

Amendments:

Amendment filed 10 Aug ARTICLES OF
2005 ORGANIZATION

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[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

05 AUG 10 PM 3:38

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Fulmer & Mortensen Cattle Company, LLC

2. The street address of the initial registered office is:

2312 East Harbor Grove Drive, Nampa, Idaho 83686

and the name of the initial registered agent at the above address is:

Jon Mortensen

3. The mailing address for future correspondence is:

2312 East Harbor Grove Drive, Nampa, Idaho 83686

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Jon Mortensen

2312 E. Harbor Grove Drive, Nampa, ID 83686

6. Signature of at least one person responsible for forming the limited liability company:

Signature: [Signature]

Typed Name: Jon Mortensen

Capacity: Manager

Signature: _____

Typed Name: _____

Capacity: _____

Secretary of State use only

Idaho Secretary of State
Office of the Secretary of State
P.O. Box 1000
Boise, ID 83720-1000
Phone: (208) 333-3000
Fax: (208) 333-3001
Web: www.sos.idaho.gov

IDAHO SECRETARY OF STATE
08/11/2005 05:00
CR: 44117 CT: 67242 BR: 985334
1 P 100.00 = 100.00 ORGAN LLC 1 2

Web Form

W 41865

CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly)



To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-504, Idaho Code, the undersigned gives notice of adoption of an Assumed Business Name.

1. The assumed business name which the undersigned use(s) in the transaction of business is:

J&M Cattle

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

Name

Complete Address

Fullmer-Mortensen, LLC

2312 E. Harbour Grove Drive, Nampa, ID
83686

3. The general type of business transacted under the assumed business name is:
(mark only those that apply)

☐ Retail Trade	☐ Manufacturing	☐ Transportation and Public Utilities
☐ Wholesale Trade	☒ Agriculture	☐ Finance, Insurance, and Real Estate
☐ Services	☐ Construction	☐ Mining

4. The name and address to which future correspondence should be addressed:

J&M Cattle

Jon Mortensen, President

2312 E. Harbour Grove Drive

Nampa, Idaho 83686

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Bohner Law Office

Post Office Box 16789

Boise, Idaho 83715

Fullmer-Mortensen, LLC

Signature: By: Jon Mort

Fullmer-Mortensen, LLC

Printed Name: Jon Mortensen

Capacity: President/General Manager

(see instruction # 8 on back of form)

Submit Certificate of
Assumed Business
Name and **\$20.00** fee to:

Secretary of State
700 West Jefferson
Basement West
PO Box 83720
Boise ID 83720-0080
208 334-2301

Secretary of State use only

Revision 2/87

g:\corpforms\abn.pmf

care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

6.12 Certain Transactions.

6.12.1 Any Member or Affiliates, may engage in or possess an interest in any other business or venture of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, brokerage and development of replacement dairy heifers and replacement dairy heifers raising operations even if competitive with the business of the Company. Neither the Company nor any Member shall have an interest in such other ventures or activities or in the income or proceeds derived there from by virtue of this Agreement or the relationship created hereby, and the pursuit of such ventures, even if competitive with the business of the Company shall not be deemed in and of itself wrongful or improper. The Members shall not be required to devote all of the time or business effort to the Company, but shall devote only so much of their time and business effort to the Company as they deem necessary and advisable.

6.12.2 The Company agrees to enter into a contract with Fullmer Cattle Company and/or other businesses of Que Fullmer for procurement of bulls and heifers for a fee to be agreed upon by all Members.

6.12.3 Jon Mortensen shall have the authority to execute documents on behalf of the Company necessary to obtain all approvals for constructing and developing of the Property. For such purpose, Jon Mortensen will be treated as the President of the Company. Jon Mortensen shall further have the authority to sign checks by his signature alone, unless such checks exceed \$75,000.00 (in which case, a counter-signature of Que Fullmer will be necessary).

6.13 Material Items. The items listed in Paragraphs 6.13.1 - 6.13.2 (the "Material Items") shall require the unanimous vote of all of the Members:

6.13.1 Any agreement or transaction between the Company and any Member or any Affiliate of a Member.

6.13.2 Any material obligation, agreement, payment or commitment not within the budget for the Property.

6.14 Restrictions on Members. The prior written consent of all Members shall be obtained with regard to the following actions:

EXHIBIT "A"

MEMBER	ADDRESS	CONTRIBUTION	SHARING PERCENTAGE
Que Fullmer	16600 Hellman Corona, CA 92880	Cash Payment \$5,000.00	50%
Jon Mortensen	12971 Bailey Road Melba, Idaho 83641	Cash Payment \$5,000.00	50%

provision of this Agreement.

16.10 Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or federal holiday, such act or notice may be timely performed or given on the next succeeding day which is not on a Saturday, Sunday or a state or federal holiday.

16.11 Further Documents. All of the parties hereto agree to execute any and all further documents as may be necessary, appropriate or required to evidence the transactions contemplated by this Agreement. All consents of the parties hereto must be in writing (and the provisions of Section 16.8 shall apply thereto).

16.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

16.13 Specific Performance and Other Remedies. The parties hereby understand that the Membership Interests are unique and for that reason, among others, the parties to this Agreement will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the right or obligation to purchase or sell the shares, or to deal with the Membership Interests in any manner, such right or obligation shall be enforceable in a court of equity by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all of the remedies which the parties may have hereunder, at law or in equity.

16.14 Notices. Every notice, demand, request, consent, approval or other communication (herein without distinction sometimes referred to as "notices") which the parties hereto are respectively required or desire to give or make or communicate upon or to the other shall be in writing and shall be given or made or communicated by facsimile and mailing, by personally delivering same, or by mailing the same by registered or certified mail, first class postage and fees prepaid, return receipt requested, or mailing the same via overnight delivery service, to the following addresses:

To Company:

Fullmer and Mortensen Cattle Company, LLC
14022 Reynolds Creek Rd.
Melba, Id 83641

To A Member:

Que Fullmer
Fullmer Operating Company, LLC
16600 Hellman Avenue
Corona, CA 92880

Jon Mortensen
12971 Bailey Road
Melba, Idaho 83641

or at such other address or addresses as any party hereto may designate from time to time and at any time by notice given as herein provided. All notices so sent shall be deemed to have been delivered, effective, made or communicated, as the case may be, at the time that the same and the required copies, if any, shall have been personally delivered or deposited, registered or certified, properly addressed, as aforesaid, postage and fees

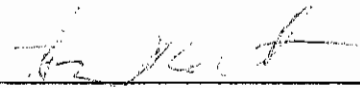
be appointed hereunder shall, in the first instance, be prorated equally among the parties to any dispute governed hereby and paid in such proportions currently as billed by the referee.

16.16.7 Fees, Costs and Expenses of a Party. The prevailing party in any action or proceeding contemplated by this Agreement shall be entitled to recover from each other party thereto all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and expert witness fees. Such action or proceeding shall include any action at law or in equity and the reference procedure provided for in this Agreement.

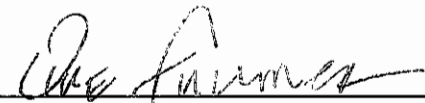
16.17 Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

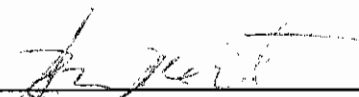
IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.

FULLMER AND MORTENSEN CATTLE COMPANY, LLC

By: 
JON MORTENSEN, PRESIDENT

MEMBERS:


QUE FULLMER, MEMBER


JON MORTENSEN, MEMBER