

41.25

0025

3048

4
41.05

T22 3.78 Ac

2

T20
18.82 Ac

RICKETTS

T17
19.11 Ac

3 (2425)

40.75

J & E FARMS, INC.

T20
24.32 Ac

T2
16.07 Ac

U.P.R.R.

T18
18.93 Ac

T19
11.87 Ac

T21
10.88 Ac

RICKETTS

(313)

T5
33 Ac

3409

WESLEY DEAN RICKETTS

2809

J & E FARMS, INC.

T14
1.28 Ac

5664

T15
38.72 Ac

4801

DARRELL E. BROWNLEE
% LAWRENCE LICKLEY

RECEIVED
OCT 21 1993

Department of Water Resources
Southern Region

MICROFILMED

MAY 24 2000

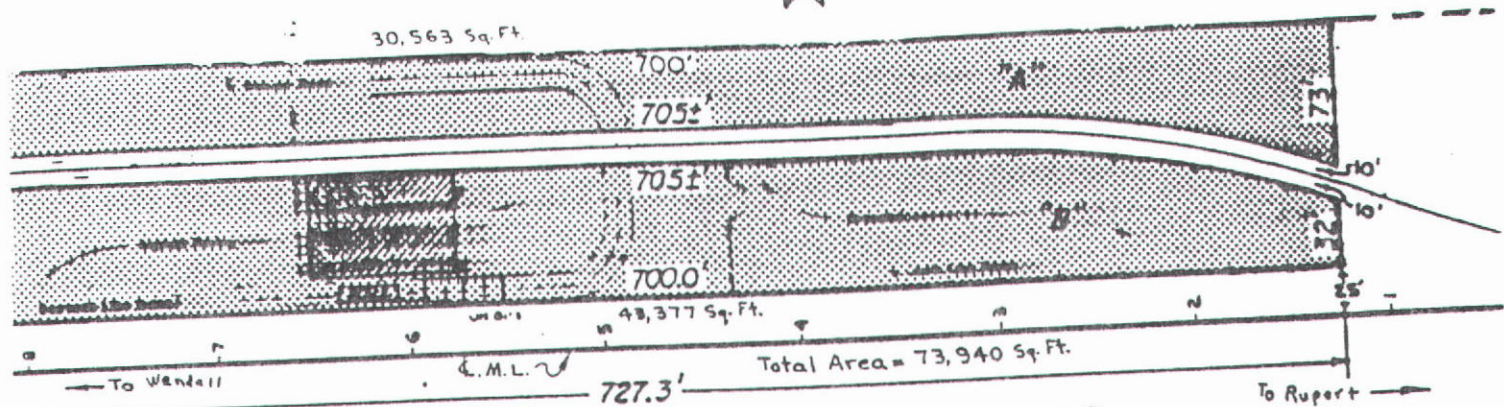
WORTH,

BY

2136 + 54.0 @ UG 4" PVC Sewer Line Xing

2134 + 89.0 @ Service Road Xing - 100' Rt

2131 + 24.0 EE Lease - 25.0' Rt
MP 40.45



NOTE: Before you begin any work, see agreement for fiber optic provisions.

BARRICADE DETAIL

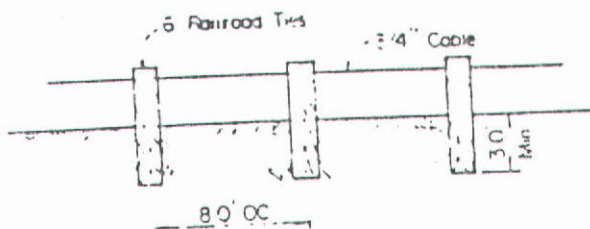


Exhibit "A"

UNION PACIFIC RAILROAD COMPANY

Falls City, Jerome County, Idaho
MP 40.45 - Northside Branch
Lease to Foundation Foods, Inc.

Scale: 1" = 100'

Office of Contracts & Real Estate
Omaha, Nebraska December 11, 1992

LEF File: 490-82

LEGEND

Lease area shown.....
UPRR Co. P/W outlined.....

MICROFILMED
MAY 24 2000

Line Sec. 1, T. 9 S., R. 11 E.

RECEIVED

OCT 21 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

OCT 26 1998

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).: 36-15126 Department of Water Resources
Adjudication Claim No(s).: 36-15126
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Cenex LTD, DBA Full Circle, Inc.
P.O. Box 64089 St. Paul MN. 55164-0089
4. New Owner/Claimant(s) Foundation Foods, Inc.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 486
City, State and ZIP Code Jerome, ID. 83338-0486
New Telephone Number (208) 644-1728
5. Date you acquired the property 10-29-92
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 0 Number and type of stock 0
Diversion rate in CFS 0.04 Number of homes 0 Other uses washing down & clean-up
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Foundation Foods, Inc. BY: W.J. Schellington, Pres
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

MICROFILMED

MAY 24 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

CHANGE IN ADDRESS

☐ Water Right Number(s): 36-15126

☐ Old Mailing Address: Cenex LTD DBA Full-Circle, Inc.
P.O. Box 64089
ST Paul, MN. 55164-0089

☐ New Mailing Address: Foundation Foods, Inc.
P.O. Box 486
Jerome, ID. 83338-0486

☐ New Telephone Number: (208) 644-1728

☐ Signature of Claimant(s): Foundation Foods, Inc.
W. L. Shillington, Pres

Date: 10-20-98

FOR IDWR USE ONLY	
Initial Review and Data Entry	
Date:	By:
Further Action Needed:	
Further Action Taken	
Date:	By:
Final Review and Data Entry	
Date:	By:

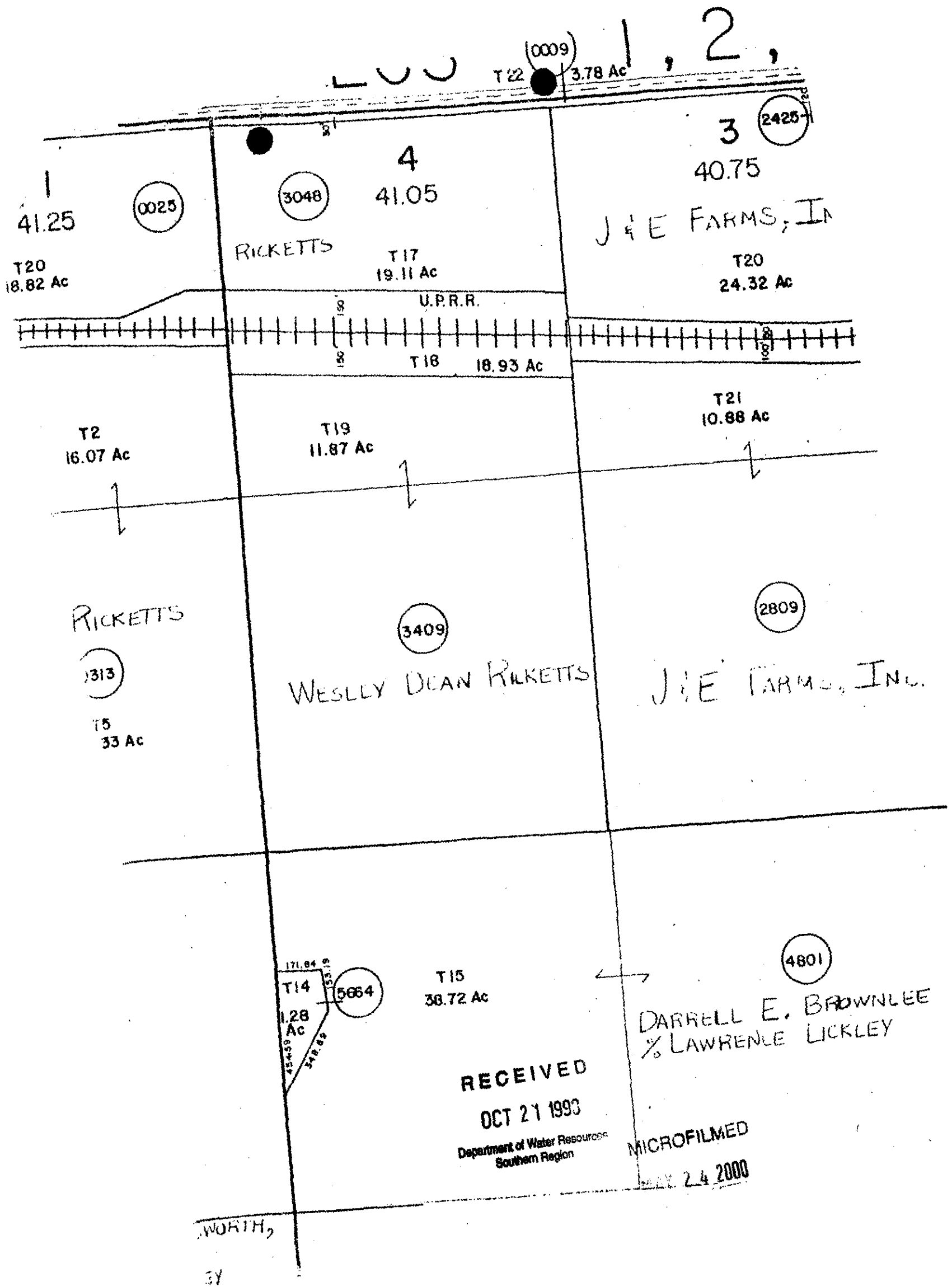
RECEIVED

OCT 21 1998

Department of Water Resources
Southern Region

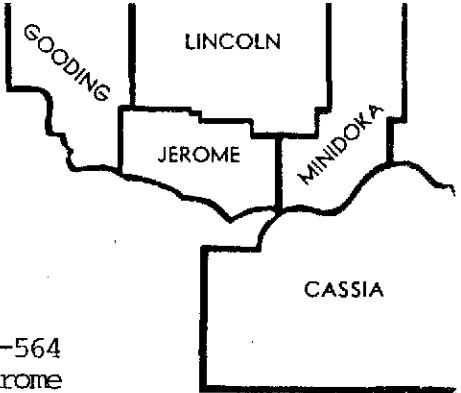
MICROFILMED

MAY 24 2000



Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



November 23, 1992

REFER TO: C1-564
OFFICE: Jerome

Foundation Foods, Inc.
P. O. Box 564
Twin Falls, ID 83301-0564

ATTN: W. L. Schillington

REF: FOUNDATION FOODS, INC., an Idaho Corporation - Buyer
CENEX, LTD., a Minnesota Corporation - Seller

RECEIVED

OCT 21 1998

Department of Water Resources
Southern Region

Dear Mr. Schillington:

In regard to the Closing our office recently did for you on October 29, 1992, please find enclosed the following items.

1. Photo copy of the CLOSING STATEMENT
2. Original DEED AND BILL OF SALE, Recorded November 5, 1992, as instrument number 923846 records of Jerome County.
3. Photo copy of PURCHASE AND SALE CONTRACT and PROMISSORY NOTE.
4. Photo copy of DEED OF TRUST, Recorded November 5, 1992, as Inst. 923847.

The original documents have been forwarded to Cenex, Inc., % Gregory N. Gray.

Should you have further questions that we may assist you with please do not hesitate to give our office a call.

Very truly yours,


Rick Bernsen, Manager
LAND TITLE AND ESCROW, INC.

Enc. 4

RB:nj

BOX 177, BURLEY, IDAHO 83318
PHONE 678-3524 - FAX 678-4435

BOX 349, JEROME, IDAHO 83338
PHONE 324-3357 - FAX 324-8961

BOX 473, GOODING, IDAHO 83330
PHONE 934-6477 - FAX 934-5890

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0806 - FAX 1199

MICROFILMED

MAY 24 2000

Land Title and Escrow, Inc.

Cassia Gooding Jerome Lincoln Minidoka

JEROME
324-3357

RUPERT
430-0606

GOODING
934-8477

BURLEY
678-3524

CLOSING STATEMENT

DATE October 29, 1992

Buyer Foundation Foods, Inc., an Idaho Corporation

Seller Cenex, LTD., a Minnesota Corporation

No. C/L 438 OFFICE Jerome

Listing Broker Pioneer Realty

CLOSER Rick Bernsen

Selling Broker Hackney Agency

PRORATE DATE October 29, 1992

Real Property Improvements located in LOCATION: <u>Section 1 T.9S.R.17E.</u> <u>Jerome County, Idaho</u> PURCHASE PRICE: <u>Per Contract 10-27-92</u> EARNST MONEY PAID to Land Title	BUYER:		SELLER:	
	DR.	CR.	DR.	CR.
	60,000 00			60,000 00
		1,000 00		
1st Deed of Trust Bal.				
Interest				
Service Chg. & Discount Fees				
Reserve Account				
Taxes				
Fire Ins.				
First Mortgage/Contract Payable to sellers		48,000 00	48,000 00	
PAID FOR SELLER:				
Loan				
Interest				
TAXES PAYABLE:				
SPECIAL ASSESSMENTS:				
TAXES PRORATED: 1992 taxes prorated aged on est. of \$1,089.90 proration from 1-1-92 to 10-27-92, this amount paid into Jerome County Anticipation account			1,089 90	
FIRE INS. NEW	FOC			
TITLE FEES NO TITLE INSURANCE ISSUED				
Recordings $\frac{1}{2}$ share each	9 00		9 00	
Closing Fees $\frac{1}{2}$ share each/Land Title	100 00		100 00	
ATTORNEY FEES				
ESCROW FILING FEES				
REALTOR FEES 6%			3,600 00	
CASH DUE FROM BUYER:		11,109 00		
CASH DUE TO SELLER:			7,201 10	
TOTALS:	60,109 00	60,109 00	60,000 00	60,000 00

This statement is approved for final settlement and disbursement of funds as indicated hereon. Receipt of this statement is hereby acknowledged.

By:

FOUNDATION FOODS, INC., an Idaho Corporation
Social Security # _____

By:

Cenex, LTD., a Minnesota Corporation
Social Security # _____

Social Security # _____

(Buyer)

Social Security # _____

(Seller)

Address: P.O. Box 564 Twin Falls, Idaho 83301

Address: 5500 Cenex Drive Inner Grove Heights Minnesota 55075

MICROFILMED

MAY 24 2000

Land Title and Escrow, Inc.

Cassia Gooding Jerome Lincoln Minidoka

JEROME
324-3357

RUPERT
436-0606

GOODING
934-8477

BURLEY
678-3524

CLOSING STATEMENT

DATE October 29, 1992

Buyer Foundation Foods, Inc., an Idaho Corporation

Seller Cenex, LTD, a Minnesota Corporation

No. C/L 438 OFFICE Jerome

Listing Broker Pioneer Realty

CLOSER Rick Bernsen

Selling Broker Hackney Agency

PRORATE DATE October 29, 1992

Real Property Improvements located in LOCATION: <u>Section 1 T.9S.R.17E.</u> <u>Jerome County, Idaho</u>	BUYER:		SELLER:	
	DR.	CR.	DR.	CR.
PURCHASE PRICE: Per Contract 10-27-92	60,000	00		60,000 00
EARNEST MONEY PAID to Land Title		1,000 00		
1st Deed of Trust Bal.				
Interest				
Service Chg. & Discount Fees				
Reserve Account				
Taxes				
Fire Ins.				
First Mortgage/Contract Payable to sellers		48,000 00	48,000 00	
PAID FOR SELLER:				
Loan				
Interest				
TAXES PAYABLE:				
SPECIAL ASSESSMENTS:				
TAXES PRORATED: 1992 taxes prorated based on est. of \$1,089.90 proration from 1-1-92 to 10-27-92, this amount paid into Jerome County Anticipation account			1,089 90	
FIRE INS. NEW	POC			
TITLE FEES NO TITLE INSURANCE ISSUED				
Recordings $\frac{1}{2}$ share each	9 00		9 00	
Closing Fees $\frac{1}{2}$ share each/Land Title	100 00		100 00	
ATTORNEY FEES				
ESCROW FILING FEES				
REALTOR FEES 6%			3,600 00	
CASH DUE FROM BUYER:		11,109 00		
CASH DUE TO SELLER:			7,201 10	
TOTALS:	60,109 00	60,109 00	60,000 00	60,000 00

This statement is approved for final settlement and disbursement of funds as indicated hereon. Receipt of this statement is hereby acknowledged.

By: W. L. Shellington *pro*
FOUNDATION FOODS, INC., an Idaho Corporation
Social Security # _____

By: _____
CENEX, LTD., a Minnesota Corporation
Social Security # _____

Social Security # _____
(Buyer)

Social Security # _____
(Seller)

Address: P.O. Box 564 Twin Falls, Idaho 83301

Address: 5500 Cenex Drive Inner Grove Heights
Minnesota 55075

MICROFILMED

MAY 24 2000

DEED AND BILL OF SALE

For value received Cenex, Ltd., a Minnesota corporation, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto Foundation Foods, Inc., an Idaho corporation, hereinafter called the grantee, the following described real property improvements, in Jerome County, Idaho, to-wit:

A 18' x 24' wooden office, a concrete structure 48' x 110', and a platform scales 70' x 12', located upon approximately 1.7 acres of land described as Lot 4, NW1/4NW1/4 of Section 1, Township 9 South, Range 17 East, Boise Meridian, Jerome County, Idaho.

The fee simple title to the foregoing described real property is not included in this conveyance.

TO HAVE AND TO HOLD the said improvements unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner of said improvements; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 27th day of October, 1992.

CENEX, LTD., a Minnesota corporation

By: *Julian K. K...*
Position: *President Secretary*

RECORDED
OF CENEX LTD.
Nov 5 4 16 PM '92
JEROME COUNTY, IDAHO
FEES *6.00*

923846

MICROFILMED
DEED AND BILL OF SALE - 1
MAY 24 2000

STATE OF ^{MINNESOTA} IDAHO)
County of Dakota) ss.

On this 27th day of October, 1992, before me, a notary public in and for said county and state, personally appeared Pat Boone, known to me to be the Assistant Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Sondra R. Felde
NOTARY PUBLIC FOR IDAHO
Residing at: Cottage Grove, MN
My Commission Expires: 5/18/94

JER/shilling.dbs

MICROFILMED
DEED AND BILL OF SALE - 2
MAY 24 2000

COPY

PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 27th day of October, 1992, by and between CENEX, LTD., a Minnesota corporation, hereinafter referred to as "Seller;" and FOUNDATION FOODS, INC., an Idaho corporation, hereinafter referred to as "Purchaser,"

WITNESSETH:

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described property;

1. Real Property Improvements. A 18' x 24' wooden office, a concrete structure 48' x 110', and a platform scales 70' x 12', located upon approximately 1.7 acres of land described as Lot 4, NW1/4NW1/4 of Section 1, Township 9 South, Range 17 East, Boise Meridian, Jerome County, Idaho.

By this Contract, Seller is not conveying the fee interest in the above-described real property.

TERMS OF AGREEMENT

Section 1. Purchase Price. The total purchase price shall be the sum of Sixty Thousand Dollars and No/100ths Dollars (\$60,000.00) and shall be payable as follows:

Section 1.1: Down Payment. A down payment in the sum of Twelve Thousand and No/100ths Dollars (\$12,000.00) is to be paid upon the execution of this contract. This down payment includes \$1,000.00 in earnest money which has been deposited with First American Title Company, receipt of which is hereby acknowledged.

Section 1.2: Payment of Balance. The balance of \$48,000.00 shall be payable in annual installments as follows:

Five annual installments of principal in the amount of \$9,600.00 each, together with accrued interest on the unpaid principal balance from October 29, 1992 until September 15, 1994, at eight percent (8%) per annum; and together with accrued interest on the unpaid principal balance from

September 16, 1994 at nine percent (9%) per annum; with the first of such payments to be made on the 15th day of September, 1993, and with like payments on the 15th day of September in each year thereafter until September 15, 1997, at which time the entire remaining unpaid principal balance and accrued interest shall be due and payable in full.

Section 1.3: Application of Payments. Each payment under this Contract shall be applied first to accrued interest and then to principal.

Section 1.4 Prepayment. Purchaser may prepay without penalty all or any portion of the unpaid principal balance of this Contract. Any prepayments made under this Contract shall not excuse Purchaser from making the regular annual payments due under this Contract until the remaining balance has been paid in full.

Section 1.5 Allocation. The total purchase price for said property shall be allocated as follows:

Office building	\$ 5,000.00
Scales	40,000.00
Concrete Warehouse	<u>15,000.00</u>
Total	\$60,000.00

Section 1.6 Transfer of Lease Interest. As further consideration for this purchase and sale, the parties agree that Seller shall take all steps necessary to accomplish a transfer or assignment, in a form suitable to Union Pacific Railroad Company, of all right, title and interest of the Seller as Lessee under a Lease dated December 28, 1987, by and between Oregon Short Line Railroad Company, a Utah corporation, and its Lessee, Union Pacific Railroad Company, a Utah corporation, as Lessor, and Cenex, Ltd., a Minnesota corporation, as Lessee.

Section 2: Inspection. Purchaser acknowledges that it has made a personal inspection of the property herein described and has otherwise informed itself concerning the true conditions of said property and its appurtenances, and that in executing this Contract, it has relied solely on information and knowledge obtained from a personal inspection and investigation of said property. Purchaser further acknowledges its receipt, review and acceptance of a Stage I environmental site inspection by SITEX Environment, Inc., dated September 1, 1992.

Section 3: Warranties and Disclaimer. Purchaser acknowledges and agrees that it has been informed and understands that neither Seller nor Seller's agents or employees makes any warranties, express or implied, except as to title as contained in the title clause of this Contract, and acknowledges that said property is being purchased "AS IS." All express and implied warranties, including implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

Section 4: Integrated Contract. The parties hereto acknowledge that this Contract constitutes the only Agreement between them and that no warranties, Agreements, or representations have been made or shall be binding upon either of the parties, except documents contemplated by this Contract. Furthermore, that this Contract supercedes any oral statements made by Seller and/or Purchaser and no provision of this Contract may be amended, modified, supplemented, or terminated without the written consent of the parties hereto.

Section 5: Taxes and Assessments. Purchaser shall pay all taxes and assessments from the date hereof as assessed and levied against said property hereafter, unless otherwise specified herein.

Section 6: Insurance. Purchaser assumes all risks of loss or damage to the buildings and/or improvements on said property by fire, act(s) of God, lawful condemnation, or any other cause and agrees to make the payments herein described as they severally become due, notwithstanding any loss that may occur.

Section 7: Indemnification. Purchaser shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Purchaser's possession or use of said property, Purchaser's conduct with respect to said property, or any condition of said property, bodily injury to Purchaser's tenants, bodily injury to tenant's invitees, bodily injury to any and all individuals resulting from such tenants. In the event of litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller.

Section 8: Eminent Domain. In the event of condemnation or appropriation of all or any part of the above described property by any public or private corporation under the laws of eminent domain, such portions of the monies received in such proceedings which relate to any of said property shall be applied as a credit against the unpaid balance existing under this Contract. Any excess shall be paid to Purchaser.

Section 9: Use and Care of Premises. Purchaser agrees and covenants that it will not permit said property to be used for any unlawful or objectionable purpose; that it will keep all buildings and other improvements upon said property in good repair; that it will not remove any improvements without the written consent of the Seller; and that it will not permit nor suffer waste to be committed on said property.

Section 10: Delivery of Documents to Purchaser.

10.1 At closing, Seller shall deliver to Purchaser a duly executed and acknowledged Deed and Bill of Sale in recordable form from Seller to Purchaser for the property sold herein to be recorded in favor of Purchaser.

10.2 Immediately following the closing, Seller shall take all steps necessary to cause Union Pacific Railroad Company to transfer the above-described Lease No. 873-74 to Purchaser.

Section 11: Delivery of Documents to Seller. At closing, Purchaser shall deliver to Seller the following documents:

11.1 A promissory note in the amount of \$48,000.00 with terms of payment as set forth in paragraph 1 above.

11.2 A deed of trust securing the promissory note referred to in paragraph 11.1, encumbering the property described above.

Section 12: Default.

Section 12.1: Events of Default. Time is of the essence in this Contract. A default shall occur under any of the following circumstances:

(a) **Failure to Pay.** Failure of Purchaser to make any payment within ten (10) days after it is due;

(b) **Failure to Cure.** Failure of Purchaser to perform any other obligation contained in this Contract within ten (10) days after notice from Seller specifying the nature of the default, or if the default cannot be cured within ten (10) days, failure within such time to commence and pursue curative action with reasonable diligence;

(c) **Acts of Insolvency.** Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Purchaser; the commencement by Purchaser of a voluntary case under the federal bankruptcy laws or under other federal or state law

relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws of under any other applicable federal or state law relating to insolvency of debtor's relief; the appointment or the consent by the Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; an assignment for the benefit of creditors by Purchaser or Purchaser's failure generally to pay its debts as such debts become due.

Section 12.2: Remedies on Default. In the event of a default, Seller may at its option and without further notice to Purchaser, declare the entire balance of the purchase price and interest immediately due and payable together with any sums advanced by Seller to protect Seller's interest in the property; and may act to foreclose its lien in accordance with the above-mentioned deed of trust.

Section 13: Notice. Any notice, demand, or communication to be given by either party to this Contract to the other party shall be in writing and transmitted to the other party by registered or certified mail addressed to said party at their address shown below, provided that either party may change his place of address by notice to the other party as herein provided. The mailing and registering or certifying of any such notice, demand, or communication as herein provided shall be sufficient service thereof. In the event notice of default of any nature is sent by Seller, Purchaser agrees to pay Seller the sum of \$100.00 in addition to all other demands in said notice, before said default is cured and released, such amounts being a reasonable attorney's fee and cost of said notice. Any payments coming due during the time that a notice of default is in effect shall be automatically included in said notice of default and the Purchaser must pay said payment or payments in addition to the amounts called for in the notice.

Purchaser:

Foundation Foods, Inc.
P.O. Box 564
Twin Falls, ID 83301

Seller:

Cenex, Ltd.
5500 Cenex Drive
Inner Grove Heights, MN 55075

Section 14: Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Contract or the promissory note and deed of trust referred to above, including any and all bankruptcy claims, actions, and proceedings deemed necessary or desirable, or to otherwise protect the interest of Seller, including the hiring of any attorney in the event of default, then the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees or costs that may be incurred in any appellate proceeding.

Section 15: Access to Property. Purchaser shall allow Seller reasonable access, upon 24-hour notice, to said property to permit inspection and/or appraisal.

Section 16: Succession. The provisions of this Contract shall survive the closing of this transaction. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

SELLER:

CENEX, LTD., a Minnesota corporation

Date: October 27, 1992

By: *J. M. Koon*
Position: ASSISTANT SECRETARY

PURCHASER:

FOUNDATION FOODS, INC., an Idaho corporation

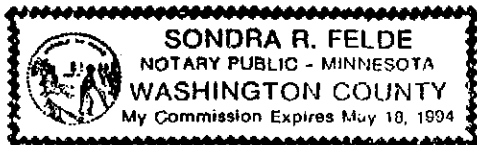
Date: October 29, 1992

By: *W. L. Shillington*
Position: President

STATE OF Minnesota)
) ss.
County of Dakota)

On this 27th day of October, 1992, before me, a notary public in and for said county and state, personally appeared Neil Koonce, known to me to be the Assistant Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Sondra R. Felde
NOTARY PUBLIC

Residing at: Portage Lake, MN
My Commission Expires: 5/18/94

STATE OF IDAHO)
) ss.
County of Jerome)

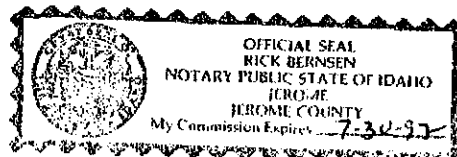
On this 29th day of October, 1992, before me, a notary public in and for said county and state, personally appeared W.L. Shillington, known to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

W.L. Shillington
NOTARY PUBLIC FOR IDAHO

Residing at: Jerome
My Commission Expires: 7-30-97

JER/shilling.agr



MICROFILMED

PURCHASE AND SALE CONTRACT - 7 MAY 24 2000

PROMISSORY NOTE

\$48,000.00

**Twin Falls, Idaho
October 29th, 1992**

FOR VALUE RECEIVED, Foundation Foods, Inc., an Idaho corporation, ("Maker"), promises to pay to the order of Cenex, Ltd., a Minnesota corporation, ("Holder"), the sum of Forty Eight Thousand and No/100ths Dollars (\$48,000.00), lawful money of the United States of America, in five annual installments of principal in the amount of \$9,600.00 each, together with accrued interest on the unpaid principal balance from October 29, 1992 until September 15, 1994, at eight percent (8%) per annum; and together with accrued interest on the unpaid principal balance from September 16, 1994 at nine percent (9%) per annum; with the first of such payments to be made on the 15th day of September, 1993, and with like payments on the 15th day of September in each year thereafter until September 15, 1997, at which time the entire remaining unpaid principal balance and accrued interest shall be due and payable in full.

The Maker is hereby given the privilege of making prepayments in any amount at any time. Interest shall be computed only upon the unpaid balance.

In the event the Maker defaults in the payment of any installment of principal or interest, the Holder may, at its option, declare the entire balance, including accrued interest, due and payable.

Maker agrees to pay costs of collection and attorney fees incurred in case payment shall not be made as provided herein. The Maker, sureties, guarantors, and endorsers hereof severally waive presentation for payment, notice of dishonor, protest, and notice of protest.

FOUNDATION FOODS, INC.

By: W. J. Shillington
Position: President

JER/shilling.pn

MICROFILMED

MAY 24 2000

DEED OF TRUST, Made this
BETWEEN

29th

day of

October

1992

FOUNDATION FOODS, INC., an Idaho corporation,

("GRANTOR"),

whose address is Post Office Box 564, Twin Falls, Idaho.

Land Title and Escrow, Inc., an Idaho Corporation,

("TRUSTEE"), and

CENEX, LTD., a Minnesota corporation

("BENEFICIARY").

WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in the County of Jerome State of Idaho.
described as follows:

A 18' x 24' wooden office, a concrete structure 48' x 110', and
a platform scales 70' x 12', located upon approximately 1.7 acres
of land described as Lot 4, NW1/4NW1/4 of Section 1,
Township 9 South, Range 17 East, Boise Meridian, Jerome
County, Idaho.

COPY

RECORDED
OF CENEX LTD.
NOV 5 4 17 PM '92
JEROME
FEES & CO. OF IDAHO

923847

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of Forty Eight Thousand and No/100ths Dollars,
(\$48,000.00), with the final payment due on September 15, 1997 and to secure payment

of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while
record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or
expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, ad-
vances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed
of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

1. GRANTOR AGREES:

1.1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and
in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for
labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements
to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to
cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably
necessary, the specific enumerations herein not excluding the general.

1.2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected
under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as
Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such ap-
plication or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or
Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or
proceeding in which Beneficiary or Trustee may appear.

1.4. To pay, at least on days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and
liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the
Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the
property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary and any such items when due. Grantor's
failure so to pay shall constitute a default under this trust.

1.5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest
from date of expenditure at the rate authorized by Idaho Code 28-22-1041).

1.6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do
and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such
manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon
said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers
of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to
be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary ex-
penses, employ counsel and pay his reasonable fees.

1.7. The property does not contain more than twenty acres.

2. IT IS MUTUALLY AGREED:

2.1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby
assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect
as above provided for disposition of proceeds of fire or other insurance.

2.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt pay-
ment when due of all other sums so secured or to declare default for failure so to pay.

2.3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of
this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured
hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement
thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

2.4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note
to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held
hereunder. The recitals in any reconveyance executed under this deed of trust or any map or plat shall be conclusive proof of the
truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

2.5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of
these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in pay-
ment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect, and retain such rents, issues and profits
as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a
receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and
take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including
those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees,
upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said
property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default
hereunder or invalidate any act done pursuant to such notice.

2.6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums
secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute
or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy
the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or
some part thereof is situated.

2.7. Not
demand
in such
Trustee's
recitals in
Beneficia
2.8. All
in connec
with acc
Beneficia
2.9. This
shall mea
clude th
2.10. Tru
Grantor, I
2.11. In l
created, a
shall suc
2.12. Re
address i
3. ADDIT

DAT

Indiv
STAT
On
befo
pers

know
who:
Instr
exec

Resi

Corp

STAT

On l
befo
pers

know
P
exec
who
corp
corp

Resi

ME TO: 4

2000 Yc

NOT

2.7. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

2.8. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9. This Deed of Trust applies to, refers to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. In this Deed of Trust whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

2.10. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

2.11. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

2.12. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

3. ADDITIONAL AGREEMENTS:

DATED the 29th day of October, 1992

By W.L. Shillington, Pres.
FOUNDATION FOODS, INC.

Individual

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the person
whose name _____ subscribed to the within
instrument, and acknowledged to me that
executed the same.

Notary Public
Residing at _____, Idaho

Corporate

STATE OF IDAHO, COUNTY OF Jerome

On this 29th day of October, 1992,
before me, a Notary Public in and for said State,
personally appeared

W.L. SHILLINGTON

known or identified to me to be the
President of the corporation that
executed the within instrument or the person
who executed the instrument on behalf of said
corporation, and acknowledged to me that such
corporation executed the same.

Notary Public
Residing at _____, Jerome

Partnership

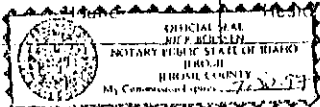
STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the partners or
one of the partners in the Partnership of _____
and the partner _____
or one of the partners who subscribed said Part-
nership name to the foregoing instrument and
acknowledged to me that
executed the same in said Partnership name.

Notary Public
Residing at _____, Idaho

TO: Land Title and Escrow, Inc.



Trustee:

You are hereby authorized and requested to execute a reconveyance

MICROFILMED

NOTE: The Promissory Note or Notes must be
presented with this request.

MAY 24 2000

DEED AND BILL OF SALE

For value received Cenex, Ltd., a Minnesota corporation, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto Foundation Foods, Inc., an Idaho corporation, hereinafter called the grantee, the following described real property improvements, in Jerome County, Idaho, to-wit:

A 18' x 24' wooden office, a concrete structure 48' x 110', and a platform scales 70' x 12', located upon approximately 1.7 acres of land described as Lot 4, NW1/4NW1/4 of Section 1, Township 9 South, Range 17 East, Boise Meridian, Jerome County, Idaho.

The fee simple title to the foregoing described real property is not included in this conveyance.

TO HAVE AND TO HOLD the said improvements unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner of said improvements; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 27th day of October, 1992.

CENEX, LTD., a Minnesota corporation

By: [Signature]
Position: President

RECEIVED

OCT 21 1998

Department of Water Resources
Southern Region

DEED AND BILL OF SALE - 1

RECEIVED
OF
JUL 5 4 16 PM '92
JUL 5 4 16 PM '92
JUL 5 4 16 PM '92
JUL 5 4 16 PM '92

MICROFILMED

MAY 24 2000

923846

STATE OF ^{MINNESOTA} ~~IDAHO~~)
County of Beulah) ss.

On this 27th day of October, 1992, before me, a notary public in and for said county and state, personally appeared Sgt. Prouse, known to me to be the Assistant Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO - AK
Residing at: College Ave. P.O.
My Commission Expires: 1/1/94

JER/shilling.dbs

MICROFILMED

DEED AND BILL OF SALE - 2

MAY 24 2000

EXHIBIT A

LEASE OF INDUSTRIAL
PROPERTY AT FALLS CITY, IDAHO

168224

This Agreement made and entered into this 25 day of Jan, 1993 by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter "Lessor"), and FOUNDATION FOOD, INC. an Idaho corporation to be addressed at P. O. Box 564, Twin Falls, ID 83301 (hereinafter "Lessee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. PREMISES; LOCATION; USE.

A. The Lessor, for and in consideration of the rental to be paid and the covenants and conditions to be performed by the Lessee as hereinafter provided, does hereby lease and let unto the Lessee, for the period and subject to the terms and conditions herein stated, that portion of the premises of the Lessor (hereinafter "Premises"), at or near Falls City, Jerome County, Idaho, shown on the plat dated December 11, 1992, marked Exhibit A, or described in the description, or both, hereto attached and hereby made a part hereof. The Premises leased under this agreement (hereinafter "Lease") may be used by the Lessee for feed mixing plant and for other purposes incidental thereto, but shall not be used for any other purpose unless the Lessee has received the prior written consent of the Lessor.

B. The grant of right herein made to the Lessee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article 2. TERM.

A. The term of this lease is for the period of one year, commencing on the 1st day of November, 1992, unless sooner terminated as hereinafter provided.

B. Thereafter, so long as neither party is in default, this Lease will renew itself without further documentation from year to year until terminated as provided herein. Each renewal term will be upon the same terms and conditions set forth herein, including, without limitation, the Lessor's right to reevaluate the rental as provided in Article 3B below.

Article 3. RENTAL; RENTAL REEVALUATION.

A. The Lessee covenants and agrees to pay to the Lessor, as rental for the use of the Premises during the leasehold term, or any renewal thereof, rental of One Thousand Four Hundred Dollars (\$1,400.00) per annum payable

Articles of Agreement

Page 1 of 2

0752n

RECEIVED

OCT 23 1993

Department of Water Resources
Southern Region

MICROFILMED

MAY 24 2000

annually in advance for each and every year, subject to reevaluation as provided in Paragraph B below.

B. The Lessor may annually reevaluate the rental base upon which the above rental is computed. In the event the Lessor shall determine that the rental paid is no longer representative of a fair market rental, the Lessor may adjust the rental and shall advise the Lessee by written notice of such change. Such written notice shall be served at least thirty (30) days prior to the effective date of the new rental, it being understood however that rental adjustments shall not be made more often than once every twelve (12) months.

Article 4. SPECIAL PROVISIONS.

Special Provision entitled "WATER WELL - EXISTING" is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein written.

Witness

UNION PACIFIC RAILROAD COMPANY

G.F. Naple

By [Signature]
Director-Field Operations

Witness

FOUNDATION FOOD, INC.

Mr. Hyrich

By W. J. Shallderton
Title: Pres

This Lease supersedes Lease Agreement dated December 28, 1987, Audit No. 143344, with Cenex Ltd.

WATER WELL - EXISTING

A. The Lessee is granted the right, subject to the terms of this Lease, to maintain and operate the water well on the Premises in the location shown on the attached plat. The water well shall be maintained, repaired and operated at the expense of the Lessee, and all work in connection therewith shall be done under the supervision of and in accordance with plans approved by the Lessor. It is understood and agreed that any improvements to the water well which are made by the Lessee shall become the property of the Lessor.

The right hereby granted by the Lessor to the Lessee to maintain and operate the water well on the Premises shall be without prejudice to any rights of the Lessor and shall not constitute any consent by the Lessor to the acquiring by the Lessee of any water rights in waters underlying the Premises and shall not constitute any consent to the acquiring by the Lessee of any right to use the water well, or any part thereof, for the transmission of water from the water well to the surface of the Premises for use on any premises whatsoever, except during the term hereof. It is further specifically understood and agreed that upon the termination of the Lease howsoever the Lessee shall have no rights whatsoever in and to water under the Premises.

B. The Lessee hereby agrees, at its sole cost and expense, to obtain all federal, state or other governmental permits or authority necessary for the maintenance and operation of the water well and for the use of underground water taken from the water well. The Lessee agrees to comply with all federal, state or other governmental laws, rules and regulations governing the maintenance and operation of the water well and the Lessee shall hold the Lessor harmless from any and all liens, fines, damages, penalties, forfeitures or judgments in any manner accruing by reason of the Lessee's failure to comply with any such federal, state or other governmental laws, rules and regulations.

C. The Lessee shall indemnify and hold harmless the Lessor, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Lessor or property in its care or custody), when such injury, death, loss, destruction or damage grows out of or arises because of the Lessee's operation or maintenance of the water well, or the contents therein or therefrom, or the contamination of underground water. The Lessee does hereby release the

MICROFILMED

MAY 24 2000

Lessor, its officers, agents and employes from liability for damages on account of injury to the water well from any cause whatsoever.

D. The Lessor does not guarantee the Lessee a continuous or uninterrupted supply of water hereunder, and the Lessor shall not, in any way, be liable for any loss or damage of any character due to the failure or limitation, from whatsoever cause, of the supply of water which the Lessee may take from the water well.

E. It is expressly understood and agreed that the Lessor has not made, and does not make, any representations, promises or warranties with respect to the quality or fitness for any particular purpose of the water to be taken by the Lessee hereunder, and the Lessee hereby assumes the risk of any and all impurities and deleterious substances which are or may be contained in the water and agrees to indemnify and save harmless the Lessor, its officers, agents and employes, against and from any and all claims, demands, or causes of action arising or resulting from the consumption or use of water taken by the Lessee hereunder.

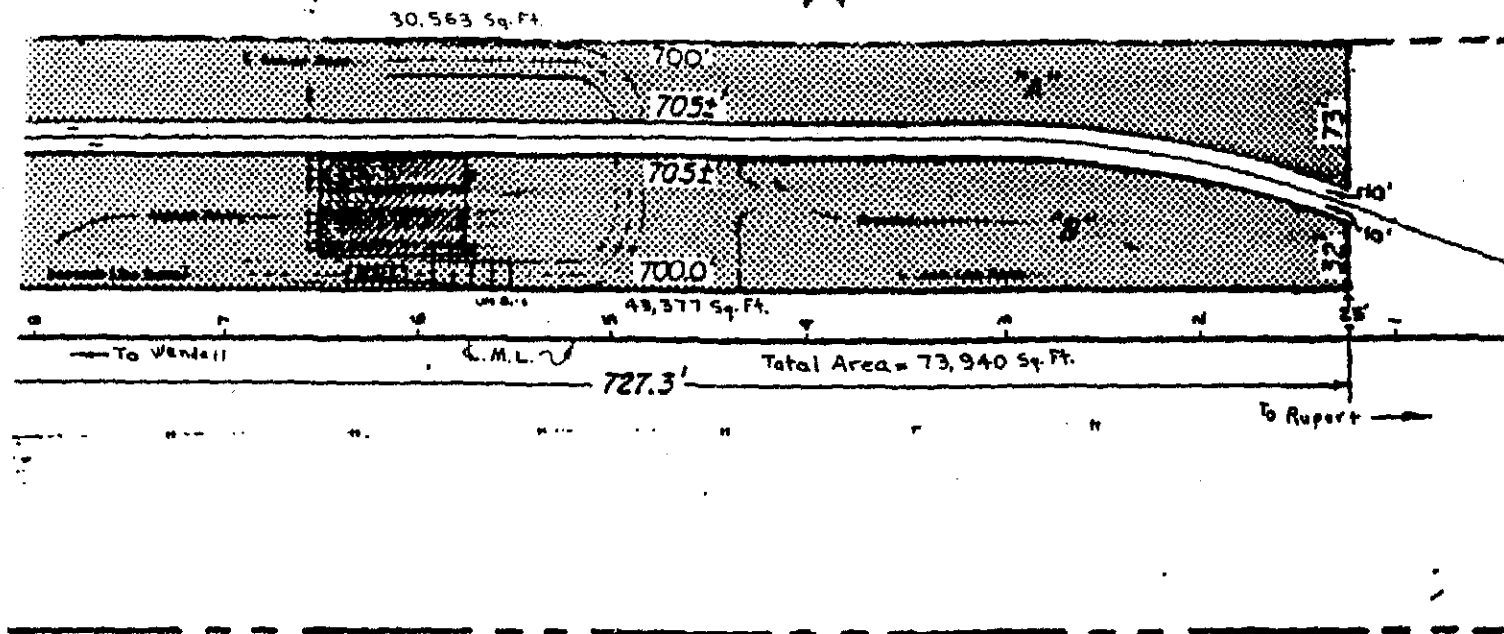
MICROFILMED

MAY 24 2000

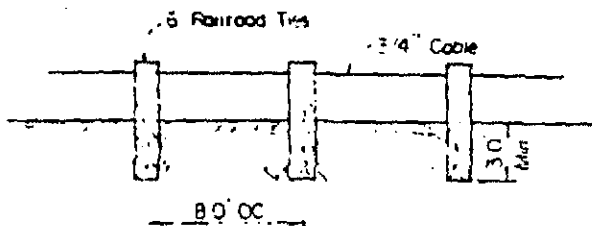
2136 + 54.0 CUG 4" PVC Sewer Line Xing

2134 + 89.0 C Service Road Xing - 100' R

2131 + 24.0 EE Lease - 25.0' R
MP 40.45



BARRICADE DETAIL



NOTE: Before you begin any work, see agreement for fiber optic provisions.

Exhibit 'A'

UNION PACIFIC RAILROAD COMPANY

Falls City, Jerome County, Idaho

MP 40.45 - Northside Branch

Lease to Foundation Foods, Inc.

Scale: 1" = 100'

Office of Contracts & Real Estate
Omaha, Nebraska December 11, 1992

LEF File: 490-82

LEGEND

Lease area shown.....
UPRR Co. R/W outlined.....

MICROFILMED
MAY 24 2000

B. The Lessee shall not install, maintain or permit any sign or advertisement upon the Premises, except signs relating to the Lessee's business; provided such signs are properly installed and maintained by the Lessee and present a neat appearance. The Lessor reserves unto itself the exclusive right to permit the location of advertising signs of any kind whatsoever on the Premises.

C. In the event any building or other improvement not belonging to the Lessor on the Premises is injured or destroyed by fire, storm, or other casualty, the Lessee shall, within thirty days after such happening, remove all debris and rubbish resulting therefrom; and if Lessee fails to do so, the Lessor may enter the Premises and remove such debris and rubbish, and the Lessee agrees to reimburse the Lessor, within thirty days after bill rendered, for all expenses incurred in such cleanup.

D. In the Lessee's occupancy and use of the Premises, the Lessee, at Lessee's expense, shall conform and comply with all applicable laws, ordinances and public regulations now or hereafter in effect, and hold harmless the Lessor from any failure so to do and from any fines, penalties, forfeitures or judgments resulting from Lessee's failure to conform and comply with all such laws, ordinances and public regulations.

E. It is further agreed that no gunpowder, gasoline, dynamite, or other explosive, flammables or hazardous materials shall be stored or kept upon the Premises. Nothing herein contained, however, shall prevent the storage of those hazardous commodities, if any, specified in Article I of the Articles of Agreement, nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the Premises, and are stored in quantities reasonable for such purposes; PROVIDED, however, that in all such excepted cases, the Lessee shall not store such commodities within fifty (50) feet from the center line of any main track and strictly comply with all federal, state and municipal laws and regulations relating to the storage of such commodities.

Section 7. HAZARDOUS SUBSTANCES AND WASTES.

A. Lessee shall comply with all federal, state and local environmental laws and regulations in its use of the Premises, including the Resource Conservation and Recovery Act, as amended (RCRA), and the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA). Lessee shall not treat, store or dispose of hazardous wastes on the Premises, as defined in RCRA, without first obtaining the Lessor's written permission. If such permission is granted, the Lessee shall obtain any necessary permits and identification numbers and provide the Lessor the identification numbers and copies of the permits. Lessee shall also assume all responsibility for and costs associated with any closure and/or post-closure care required. In addition, Lessee shall not install any underground storage tanks as defined in RCRA without first obtaining the Lessor's written permission. If such permission is granted, Lessee shall obtain any necessary permits, notify the proper authorities, and provide the Lessor with copies of such permits and notifications. Furthermore, Lessee shall assume all responsibility for and shall indemnify and defend Lessor against all costs and claims associated with a release or leak of any tank contents.

B. Lessee shall use its best efforts and safety practices to prevent the release of oil and hazardous substances as defined in CERCLA on the Premises. Notwithstanding, Lessee assumes all responsibility for the investigation and cleanup of any such release and shall indemnify and defend the Lessor, its officers, agents and employees, for all costs, including environmental consultant and attorney fees, and claims resulting from or associated with any such release. This provision shall continue in full force and effect regardless of whether this Lease is terminated pursuant to any other provision, or the Premises are abandoned and vacated by the Lessee.

Section 8. UTILITIES.

A. The Lessee shall arrange, secure, and be responsible for all water, gas, heat, electricity, power, sewer, telephone, and any and all other utilities and services supplied and/or furnished to the Premises in connection with the use of the Premises by the Lessee as herein provided, together with any and all taxes and/or assessments applicable thereto.

B. It is agreed that all utilities and services outlined above should be separately metered to the Lessee. In the event such utilities and services are not separately metered to Lessee, Lessee shall pay a reasonable proportion of the cost of such utilities and services, to be determined by the Lessor, of all charges jointly metered with other portions of the Lessor's property.

C. It is understood and agreed that none of the above utilities or services may be installed or permitted upon the Premises without first securing the written consent and approval of the Lessor for such installations and services.

Section 9. LIENS.

The Lessee shall pay, when due and before any lien shall attach to the Premises, if the same may lawfully be asserted, all charges for water, gas, light, and power furnished; and for rental or use of sewer facilities serving the Premises, and fully pay for all materials joined or affixed to the Premises, pay for all taxes and assessments, and pay in full all persons who perform labor upon the Premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be created or enforced against the Premises for

any work done or materials furnished upon at the instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify, hold harmless, and defend, the Lessor and Lessor's property against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials or other things furnished.

Section 10. LESSOR'S PRIOR CONSENT REQUIRED FOR BUILDINGS, IMPROVEMENTS, STRUCTURES, DEVICES, TRACKAGE; LESSEE NOT TO IMPAIR CLEARANCES.

A. Detailed plans for all buildings, platforms, loading or unloading devices, structures and all alterations, improvements and/or additions thereto, which the Lessee shall desire to make upon the Premises or adjacent property or trackage, shall be presented to Lessor for Lessor's consent prior to installation upon the Premises. If the Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do such work from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Lessee prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

B. All buildings, platforms, loading or unloading devices, structures, and/or material or obstruction of any kind erected, maintained, placed, piled, stacked, or maintained upon the Premises after the commencement of this Lease and any alterations, improvements, and/or additions thereto or to buildings, platforms, loading or unloading devices structures located on the Premises prior to the commencement of this Lease shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Lessee in strict conformity with Lessor's clearance standard entitled "Union Pacific Railroad Company's Standard Minimum Clearances for All New Structures and Facilities Along Industry Tracks," (hereinafter "Clearance Standard") as in effect at the time of the placement, construction, operation, maintenance, repair, renewal, modification or reconstruction.

C. The Lessor consents to Lessee's use of buildings, platforms, loading or unloading devices, structures and/or material or obstructions of any kind located upon the Premises which are in place at the time the Lessee takes possession of the Premises, or which were constructed, placed, piled, stored, stacked, or maintained upon the Premises with the express consent of the Lessor under the terms of a previous lease between Lessor and Lessee, but which are not in conformity with Lessor's current Clearance Standard.

D. Compliance with Lessor's Clearance Standard shall not relieve Lessee from the obligation to fully comply with the requirements of any federal, state, or municipal law or regulation; it being understood and agreed that Lessor's Clearance Standard are in addition to, and supplemental of, any and all requirements imposed by applicable law or regulation and shall be complied with unless to do so would cause Lessee to violate an applicable law or regulation.

E. The Lessee shall not locate or permit the location or erection of any poles upon the Premises, nor any beams, pipes, wires, structure or other obstruction over or under any tracks of the Lessor without the written consent of the Lessor. Lessor shall consider requests of the Lessee to impair clearances which are necessitated by operational requirements of the Lessee, but Lessor shall not be obligated to consent to any impairment. Any necessary permission to impair clearances to which the Lessor has consented must be secured by the Lessee at its own expense, in advance of any impairment; and Lessee shall comply promptly and strictly with all requirements or orders issued by appropriate state or other public authority relating to such impairments.

F. Lessee assumes the risk of and shall indemnify, hold harmless, and defend the Lessor, its officers, agents, and employees, against and from all injury to or death of persons, or loss of or damage to property of the parties hereto and their employees and agents and to the person or property of any other person or corporation resulting from the Lessee's noncompliance with the provisions of this Section 10, or resulting directly or indirectly from any impairment of the clearances described in this Section 10, whether the Lessor had notice thereof or consented thereto, or whether authorized by applicable state or other public authority pursuant hereto, or existing without compliance with the provisions of this Section 10.

G. Any knowledge on the part of the Lessor of a violation of the clearance requirements of this Lease, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve the Lessee of its obligation to indemnify and defend the Lessor, its officers, agents, and employees, for losses and claims resulting from such violation. However, the terms of this Section shall not apply to losses resulting from impairments or facilities created or constructed by the Lessor that will not benefit the Lessee.

Section 11. ASSUMPTION OF RISK; INDEMNITY.

A. The Lessee accepts the Premises in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or destruction of property resulting from the condition of or any defects anywhere in or upon the Premises, regardless of whether such condition or defects are known or unknown, apparent or latent, and regardless of whether such condition or defects exist at the commencement of this Lease or at some later time.

MICROFILMED
MAY 24 2000

8. The occupation of and activities upon the Premises by the Lessee will expose the Lessor's property, operations and facilities to additional hazards; and as one of the material considerations for this Lease, the Lessee agrees to assume the risk of and to indemnify and hold harmless the Lessor as follows:

1. The Lessee assumes the risk of and shall indemnify and hold harmless the Lessor, and its affiliates, their officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, arising from or growing out of any injury to or death of persons whomsoever or loss of or damage to property whatsoever. The right to indemnify shall accrue when such injury, death, loss or damage occurs from any cause and is associated in whole or in part with, incidental to or caused by the occupation or use of the Premises, or any activity upon the Premises by the Lessee, its employees or agents, or by any person on or near the Premises by reason of any relation, contractual or otherwise, with the Lessee, its officers, employees or agents, or caused by Lessee's breach of this Lease. Except as provided in subparagraph 2 below, the Lessee shall not indemnify the Lessor when any such injury, death, loss or damage is caused by the sole, direct negligence of the Lessor, its officers, employees or agents.

2. The Lessee assumes all risk of and agrees to indemnify and hold harmless the Lessor from and against all demands, liability, claims and actions asserted by any person, including an insurer, arising out of or by reason of loss, damage or destruction of or to any and all improvements or other property (including, without limitation, rail cars and contents) on the Premises or in proximity to the Premises if used in connection with or incidental to the occupation of the Premises by the Lessee, and any and all incidental loss or injury to the business of the Lessee, (1) where occasioned by fire or other casualty, regardless of whether caused or contributed to by operations of the Lessor or any negligence of the Lessor, its officers, agents or employees; excepting only loss, damage or destruction of rail cars resulting from fire caused by the sole negligence of the Lessor, its officers, agents or employees and loss, damage or destruction of shipments in the course of transportation, which shall be governed by the contract of carriage; or (2) where occasioned by water to the Premises or to property located thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such damage is caused or contributed to by the position, location, construction or condition of the roadbed, tracks, bridges, dikes, ditches or other structures of the Lessor.

Section 12. TERMINATION ON DEFAULT.

A. It is further agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of this Lease, and all rights of the Lessee hereunder; provided, however, that the Lessee shall not be deemed in default under this Lease unless the Lessor has furnished written notice to the Lessee of Lessee's default, and the Lessee has failed to begin to cure that default within seventy-two (72) hours after receipt of Lessor's default notice or commencing a cure, has failed to proceed diligently with its cure efforts.

B. After a default by the Lessee, the Lessor may at once re-enter upon the Premises and repossess itself thereof and remove all persons therefrom or may resort to an action of forcible/unlawful entry and detainer, or any other action to recover the same. A waiver by the Lessor of the breach by the Lessee of any covenant or condition of this Lease shall not impair the right of the Lessor to avail itself of any subsequent breach thereof.

Section 13. TERMINATION ON NOTICE.

A. This Lease may be terminated by written notice given by either the Lessor or the Lessee to the other party on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given.

B. Upon such termination and vacation of the Premises by the Lessee, the Lessor shall refund to the Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. NOTICE.

A. Any notice, demand, request, consent, approval or communication that either party hereto desires or is required to give to the other party under this Lease shall be in writing. Notice shall be deemed to have been given to the Lessee by serving the Lessee personally or by mailing the same, postage prepaid, to the Lessee at the Premises or the last address known to the Lessor. Notice may be given to the Lessor by mailing the same, postage prepaid to the office of the General Director, Contracts & Real Estate, Room 1200, 1416 Dodge Street, Omaha, Nebraska 68179.

B. Postal notices shall be by certified mail, return receipt requested, and such notice shall be deemed given on the date deposited with the United States Postal Service.

MICROFILMED
MAY 24 2000

Section 15. CONSENT.

Wherever the consent, approval, judgment or determination of Lessor is required or permitted under this Lease, Lessor shall exercise good faith and reasonable business judgment in granting or withholding such consent or approval or in making such judgment or determination and shall not unreasonably withhold or delay its consent, approval, judgment or determination.

Section 16. SURRENDER; ABANDONMENT; VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. The Lessee agrees that upon the expiration, abandonment of Premises by Lessee, or sooner termination of this Lease, the Lessee will peaceably and quietly surrender possession of the Premises to the Lessor, or the Lessor's successors and assigns, without Lessor giving any notice to quit or demand for possession. Lessee's non-use of the Premises for the purposes described in Article I of the Articles of Agreement of this Lease continuing for thirty (30) days shall be sufficient and conclusive evidence of such abandonment. No later than the expiration or termination date of this Lease, the Lessee shall (a) remove from the Premises, at the expense of the Lessee, all structures, property and other materials not belonging to the Lessor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limiting the generality of the foregoing, the removal of foundations of such structures, the filling in of all excavations and pits and the removal of all debris and rubbish, all of which shall be performed at Lessee's expense. If the Lessee should fail to perform such removal, the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.

B. In the case of the Lessee's failure to remove such structures and other property, the same, at the option of the Lessor, shall upon the expiration of thirty (30) days after the termination of this Lease, become and thereafter remain the property of the Lessor; and if within one (1) year after the expiration of such thirty-day period the Lessor elects to and does remove, or cause to be removed, said structures and other property from the Premises and the market value thereof or of the material therefrom on removal does not equal the cost of such removal plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty (30) days after bill rendered.

Section 17. PROTECTION OF FIBER OPTICS.

A. Fiber optic cable systems may be buried on the Lessor's property. Lessee shall telephone the Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Premises. If it is, Lessee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Premises.

B. In addition to the liability terms elsewhere in this Lease, the Lessee shall indemnify and hold the Lessor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Lessee, its contractor, agents and/or employees, that causes or in any way or degree contributed to (a) any damage to or destruction of any telecommunications system by the Lessee, and/or its contractor, agents and/or employees, on Lessor's property, (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Lessor's property, and/or its contractor, agents and/or employees, on Lessor's property, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Section 18. LESSEE NOT TO SUBLET OR ASSIGN.

The Lessee agrees not to let to sublet the Premises, in whole or in part, or to assign this Lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this Lease, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this Lease.

Section 19. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 18 hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

MICROFILMED

MAY 24 2000

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

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-15126

1996 DEC -3 AM 11:16
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

NAME & ADDRESS: CENEX LTD
DBA FULL CIRCLE INC
PO BOX 64089
ST. PAUL MN 55164-0089

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 2,500
GALLONS PER DAY.

PRIORITY DATE: 08/01/1977

POINT OF DIVERSION: T09S R17E S01 LOT 4 (NWNW)

Within JEROME County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE
DOMESTIC OFFICE WITH BATHROOM

PERIOD OF USE
01-01 12-31

QUANTITY
0.04 CFS

PLACE OF USE: DOMESTIC Within JEROME County
T09S R17E S01 Lot 4 (NWNW)

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.

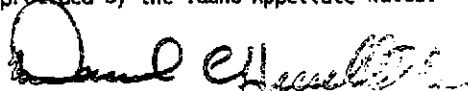
DATED: DEC 3 1996


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

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.

DATED: DEC 3 1996


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

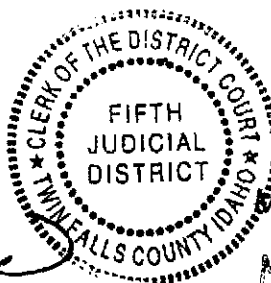
MICROFILMED

JUN 4 1997

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-15126

State of Idaho
County of Twin Falls ss.
I hereby certify the foregoing to be a
full, true and correct copy of the
original on file in the above entitled
action.

ROBERT S. FORT
CLERK OF THE DISTRICT COURT
By 
DEPUTY CLERK



PAGE 1
NOV-18-1996

MICROFILMED
MAY 24 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 6, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

FOUNDATION FOODS INC
PO BOX 486
JEROME ID 83338-0486

RE: Decreed Water Right 36-15126

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

MICROFILMED
MAY 24 2000