

RECEIVED

MAR 08 2004 APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1WATER RESOURCES
WESTERN REGIONName of applicant: Mirada Farms PartnershipPhone: (208) 337-5879Post Office address: 13907 Valley View La Mirada, CA 90638

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion
☐ Change nature of use

- ☒ Add diversion point(s)
☐ Change period of use

- ☒ Change place of use
☐ Other

2. Describe the reason for the proposed changes: Applicant wishes to construct a new well on the site as a supplement to the current dairy well, in order to provide a continuous supply of stockwater and commercial water to operate the dairy. Applicant also wishes to change the place of use of the stockwater and commercial water to reflect current configuration of the corrals and barns, as well as land application of wastewater. This corrects an error in the original transfer, which did not identify land application area as the POU for the commercial use.

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>57-2341</u>	<u>09/09/62</u>	<u>1.14 / 499.5</u>	<u>Irrigation</u>	<u>03/15</u>	<u>to</u>	<u>11/15</u>
		<u>.57 / 102.4</u>	<u>stockwater</u>	<u>01/01</u>	<u>to</u>	<u>12/31</u>
		<u>.57 / 121</u>	<u>commercial</u>	<u>01/01</u>	<u>to</u>	<u>12/31</u>

2. Total amount of water being transferred 1.71 cubic feet per second and/or 722.9 acre-feet per annum.

3. Source of water groundwater tributary to

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion
		NW	NW	32	T03N	R04W	Owyhee	Dairy well #1 (will become back-up)
		NW	NW	32	T03N	R04W	Owyhee	Dairy well #2 (new)

5. Lands irrigated or place of use

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
57-2341:																			
03N	04W	31	36	9		7													
			C	C		C													
03N	04W	32							19	36	4								111
							S	S											
							C	C	C	C	C		C						

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 1

6. General Information:

- a. Description of diversion system: **A new well will be drilled 200' east of the existing well for dairy use. Pumps, pressure tanks and distribution system will be installed per engineer's specifications for a dairy of this size and style.**
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes **X** 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:
No effect on lands irrigated or any other element of the right.
- d. Remarks: **The new well will may or may not be used at the same time as the existing well. See attached calculations which show that total system capacity for the stockwater and commercial use will not exceed .57 cfs as licensed.**

ACTION OF THE DIRECTOR, DEPARTIUEENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations end conditions:

Witness my hand this _____ day of _____, 19 _____.

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Current Water Right No. 57-2341

Priority Date: 09/09/1962

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	1.14 CFS	499.5 AFA	
STOCKWATER	01/01 12/31	0.57 CFS	102.4 AFA	
COMMERCIAL	01/01 12/31	0.57 CFS	121.0 AFA	
Total Diversion		1.71 CFS	722.9 AFA	

Source and Point(s) of Diversion:

GROUND WATER NWNW 03N 04W 32 OWYHEE

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 04W 31	36.0	9.0		7.0													52.0
03N 04W 32							19.0	36.0	4.0								59.0

Total Acres: 111

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 04W 32						X	X										

PLACE OF USE: COMMERCIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 04W 32						X											

Conditions/Remarks:

1. STOCKWATER, 2200 DAIRY & 1200 RANGE CATTLE.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 57-2341

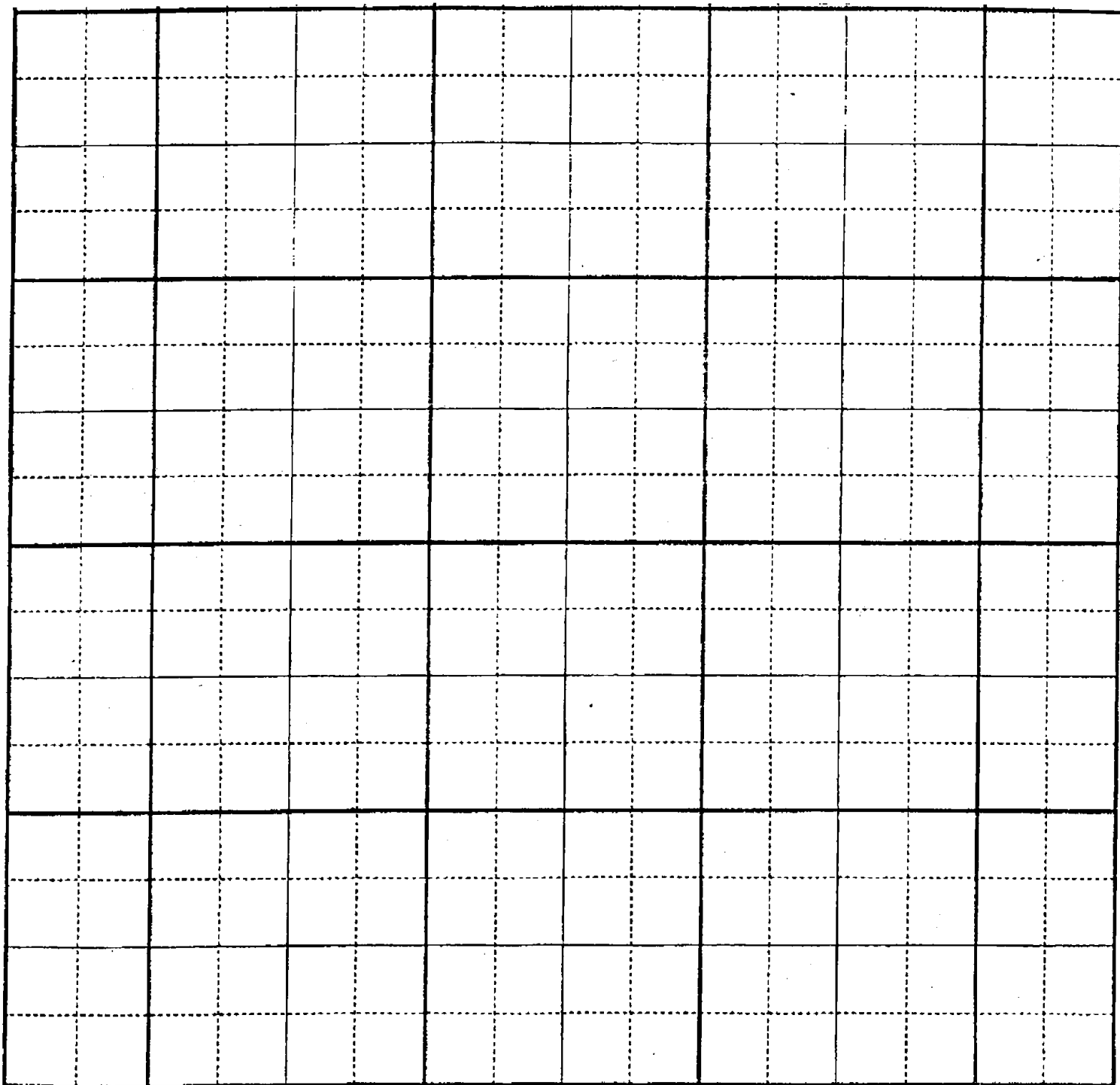
2. COMMERCIAL USE IS FOR A DAIRY.
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. USE OF THIS RIGHT IS COMBINED WITH WATER FROM GEM IRRIGATION DISTRICT.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Describe any other water rights used for the same purposes described above: Gem Irrigation District water for irrigation.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3 (ATTACHED)

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



SCALE: 2 inches equal 1 mile. Draw plan in ink.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use		

2. Quantity and quality of return flows and location of discharge:

Used process and runoff to be contained in the lagoons and/or land applied. Estimated volume of return flow is 121.3 acre feet to be land applied during the growing season.

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

None, because no increase in volume of water used or licensed diversion rate is anticipated.

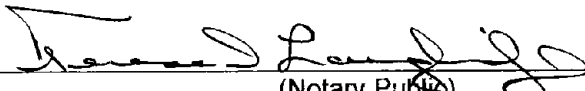
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

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


(Signature of Applicant)

Subscribed and sworn to before me this 27 day of Feb

19 2004


(Notary Public)

TERESA D. LAUGHRIDGE
Notary Public
State of Idaho

My commission expires 12-10-2007

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by HL Date 3/8/04 Protest filed by _____

Prelim. check by g Fee \$290

Received by g # W031395 Date 3/19/04 # 250
W031419 3/26/04 # 40

Published in _____ Copies of protest forwarded by _____

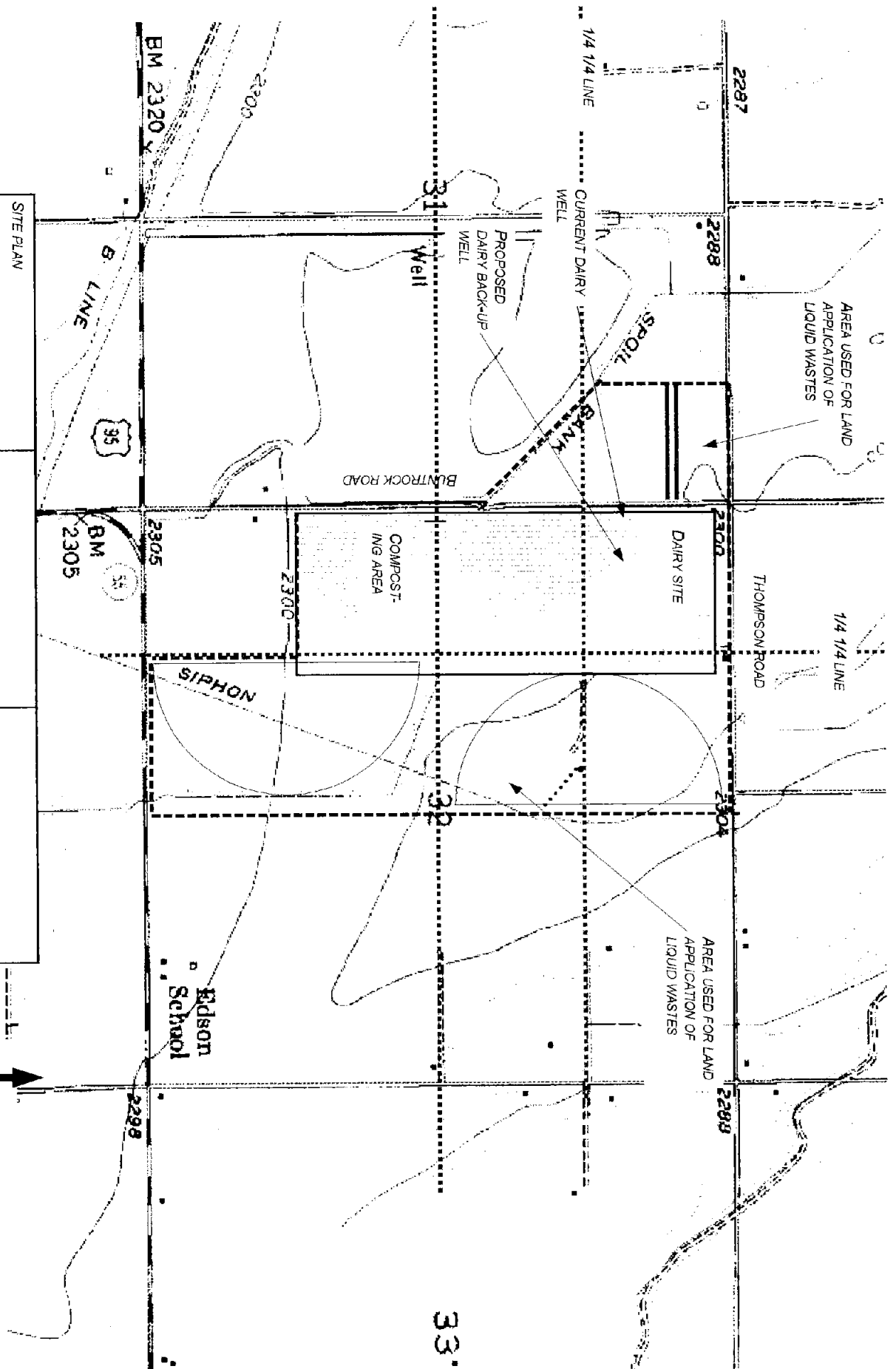
Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ by _____

Copy of transfer sent to lien holder _____

SITE PLAN		
MIRADA FARMS	SCALE: 1" = 1280'	
13907 VALLEY VIEW LA MIRADA, CA 90638	T03N R04W PORTIONS OF SECT. 31 & 32	PREPARED BY
HANS NEDEREND, LESSEE		DARWIN VANDER STELT



811-CORPORATION WARRANTY DEED

(Optional)
Recorded
Microfilmed
Indexed☐
☐
☐Platted
Deed Card
Compared☐
☐
☐Key Punched
Master File
Abstracted☐
☐
☐

To Treasurer

☐
☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED
(CORPORATE FORM)

FAIR ACRES, INC.

organized and existing under the laws of the State of Idaho, with its principal office at
Homedale of County of Owyhee
grantor, hereby CONVEYS or GRANTS and WARRANTS TO, a corporation
State of Idaho,

MIRADA FARMS PARTNERSHIP

of 13907 Vallie View Ave., Lamirada, CA 90638

grantee
for the sum ofthe following described tract(s) of land in
State of Idaho:

Owyhee

DOLLARS,
County,IN TOWNSHIP 3 NORTH, RANGE 4 WEST, B. M., OWYHEE COUNTY,
IDAHOSection 31: That part of the NE $\frac{1}{4}$ lying North and East
of the Drain.Section 32: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying
North of Drain No. 4.Together with a 35 foot wide easement for ingress and egress
along the East side of the W $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 32, for a distance of
1,360 feet, for access to the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T3N, R4W, B. M.Location of above described property n/a Street
House No.The officers who sign this deed hereby certify that this deed and the transfer represented thereby was
duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meet-
ing duly held and attended by a quorum.In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its
duly authorized officers this 18th day of April, A. D. 19 94

(CORPORATE SEAL)

FAIR ACRES, INC.

(CORPORATE NAME)

By

PRESIDENT

Attest

SECRETARY

State of Idaho
County of Owyhee

ss.

On the 18th day of April, A. D. 19 94
personally appeared before me Joe Itano and Tucker Itano
who being by me duly sworn did say, each for himself, that he, the said Joe Itano
is the president, and he, the said Tucker Itano is the secretary
of Fair Acres, Inc., a corporation, and that the within and
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board
of directors and said Joe Itano and Tucker Itano
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the
seal of said corporation.My residence is Murphy, Idaho
My commission expires Jan. 31, 2000

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name

Address

City & State

Zip

ATTACHMENT B

COPY

MIRADA FARMS
SECOND RESTATED AND AMENDED
PARTNERSHIP AGREEMENT

THIS SECOND RESTATED AND AMENDED PARTNERSHIP AGREEMENT is made and entered into as of the 1st day of January, 1997, by and between CORNELIUS A. VAN DAM AND FLORENCE VAN DAM, Trustees for the Cornelius and Florence Van Dam Family Trust under agreement dated September 12, 1990, located at 13811 Valley View, La Mirada, California ("C.A. and F. VAN DAM" collectively or each individually depending on the context), and WILLIAM C. VAN DAM and LYNN ANN VAN DAM, Trustees for the Van Dam Living Trust - 1990, dated August 10, 1990, located at P.O. Box 86, Marsing, Idaho ("W.C. and L.A. VAN DAM" collectively or each individually depending on the context):

WHEREAS, on October 1, 1978, the parties hereto joined to form a partnership under the name and style of MIRADA FARMS, pursuant to an oral agreement;

WHEREAS, on October 1, 1978, each of the parties hereto agreed to contribute and did contribute certain assets to said partnership and agreed to contribute their future services to the conduct of the partnership business;

WHEREAS, the business of the partnership has been continuously conducted since October 1, 1978, initially under the terms of an oral agreement between the parties and subsequently under the terms of a written agreement between the parties dated October 1, 1979, which written agreement has been amended from time to time;

WHEREAS, on October 1, 1990, the parties hereto entered into a Restated and Amended Partnership Agreement, which was further amended on October 3, 1991 and on June 30, 1992. The parties desire to amend further the partnership agreement to insure the continued smooth operation of the partnership business and to restate herein in full the agreement including all amendments to date.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do agree to continue the partnership under and pursuant to the Uniform Partnership Act of the State of California, on the terms and conditions hereinafter set forth.

ARTICLE I

1. NAME: The name of the partnership shall be MIRADA FARMS.

2. PLACE OF BUSINESS: The principal place of business of the partnership shall be at P.O. Box 86, Marsing Idaho 83639, and such other places of business as may be agreed upon by the partners from time to time.

3. CHARACTER OF THE BUSINESS: The principal purpose of the partnership is to engage in the business of holding, managing and operating a dairy farm. The partnership may also engage in such other business as may be agreed upon by all of the partners.

ARTICLE II

4. TERM: The partnership commenced on October 1, 1978, and shall continue until terminated as hereinafter provided.

ARTICLE III

5. CAPITAL ACCOUNTS: The partners have agreed to their accrual basis capital accounts without adjustment to market value as of the effective date of this Agreement as follows:

C.A. and F. VAN DAM: \$1,652,181

W.C. and L.A. VAN DAM: \$ 445,031.

6. ADDITIONAL CAPITAL CONTRIBUTIONS: Any partner may contribute additional capital to the partnership as the partners may from time to time agree.

7. INCOME TAX ALLOCATIONS: The general allocation rule provided in Section 704(c)(1) of the Internal Revenue Code of 1986 ("IRC") and regulations issued thereunder shall apply to contributions of property by the partners to the partnership.

8. INTEREST ON CAPITAL: No interest shall be paid or credited on the capital of any partner.

9. PROFITS AND LOSSES: The net profits or net losses of the partnership shall be credited or charged to the partners in the following ratios:

C.A. and F. VAN DAM	60%
W.C. and L.A. VAN DAM	40%.

10. SALARIES TO PARTNERS: As of January 1, 1997, W.C. VAN DAM shall be paid an annual salary of \$120,000 for his services to the partnership. This partner's salary shall be treated as a guaranteed payment pursuant to IRC Section 707(c). No other provision for partners' salary shall exist.

ARTICLE IV

11. MAINTENANCE OF CAPITAL ACCOUNTS: An individual capital account shall be maintained for each partner in accordance with IRC Section 704(b) and the regulations thereunder. The capital interest of each partner shall consist of his contribution to the initial capital of the partnership increased by: (1) additional contributions to the partnership capital made pursuant to this Agreement; (2) purchases of additional interests in the partnership; and (3) income allocated to the partner pursuant to this Agreement and decreased by: (a) distributions in reduction of partnership capital; (b) his share of partnership losses as allocated to the partner pursuant to this Agreement; (c) sales of partnership interests; and (d) the amount of any debit balance in a partner's drawing account at the end of any fiscal year. All property contributed or distributed shall be reflected at fair market value.

12. DRAWING ACCOUNTS: An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account. Each partner's share of any partnership net loss shall be charged to his drawing account. Each partner's share of partnership profits shall be credited to his drawing account. At the close of each partnership year, the balance of his drawing account shall be charged or credited as the case may be to his capital account.

ARTICLE V

13. BOOKS OF ACCOUNT: Books of account of the transactions of the partnership shall be maintained at the principal place of business and shall be at all times open to the inspection of either party.

14. ACCOUNTING METHOD: The partnership shall keep its accounting records and shall report its income for income tax purposes on the cash receipts and disbursements method of accounting.

15. FISCAL YEAR: The fiscal year of the partnership shall be the calendar year.

16. BANKING: All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by any partner.

ARTICLE VI

17. TIME DEVOTED TO PARTNERSHIP: W.C. VAN DAM shall devote his full time to the partnership business. C.A., F. and L.A. VAN DAM shall devote such time and attention to the partnership business as they, in their sole judgment, shall determine to be reasonable and appropriate.

18. MANAGEMENT: C.A. VAN DAM shall be designated the managing partner and decisions to expand, commitment to expand or to borrow sums in excess of \$25,000.00 shall rest with the managing partner. In the event C.A. VAN DAM is unable to act as managing partner by reason of death or incapacity, W.C. VAN DAM shall act as managing partner. Except as otherwise provided in this Agreement, and in the preceding sentence, each partner shall have equal rights in the day to day conduct of the partnership business.

19. DRAWINGS: Each partner shall be entitled to such drawings as the partners shall from time to time determine.

20. RESTRICTIONS OF PARTNERS: Neither partner, without the consent of the other shall:

(a) Become obligated as surety for any other person;

(b) Lend, spend or make away with any part of the partnership property;

(c) Draw or accept any bill, note or other security in the name of the partnership business, except in the due course of the partnership business.

(d) Compromise any claim due to the partnership or to submit to arbitration any dispute or controversy regarding the partnership; or

(e) Pledge or mortgage his interest in the partnership.

21. DISABILITY OF A PARTNER: Should either partner become disabled or unable to perform the services to the partnership required of him, and such disability continues for a period in excess of ninety (90) days, then the other partner shall have the right to hire a competent person to take over the duties of the disabled partner and the salary paid to such person shall be charged against the share of profits otherwise due the disabled partner.

ARTICLE VII

22. GENERAL RULE: The partnership shall continue until dissolved by mutual consent of the partners or as hereinafter provided in this Article VII.

23. DEATH, WITHDRAWAL OR RETIREMENT OF PARTNER OR SALE OF PARTNERSHIP INTEREST: The partners acknowledge that the partnership has been and shall continue to be operated by C.A. Van Dam and W.C. Van Dam. In order to provide continuity and the uninterrupted management of the partnership and its dairy operations, the partners agree to the following provisions:

(a) Death of C.A. Van Dam or W.C. Van Dam. In the event of the death of either C.A. Van Dam or W.C. Van Dam (who shall be referred to hereinafter as the "deceased partner"), the partnership shall not terminate and the other partner (either C.A. Van Dam or W.C. Van Dam but not including F. Van Dam or L. Van Dam) has the option to purchase the interest of the deceased partner and his spouse ("purchase option") and the legal representative of the deceased partner and his spouse must sell to the other partner such interest. The purchasing partner shall exercise the purchase option by notifying the legal representative of the deceased partner and his spouse of his exercise of the purchase option within six (6) months of the date of death of the deceased partner. If he exercises the purchase option, the purchase price shall be the amount computed in accordance with paragraph 23(c) below on the terms set forth in paragraph 23(d) below. The escrow for such purchase shall close no later than ninety (90) days following the date the purchase option is exercised.

In addition to the purchase option, at any time following the death of a deceased partner, the other partner has the option to cause the partnership interest of the deceased partner and his spouse (or other successor in interest if there is no surviving spouse) to be converted to a limited partnership interest ("conversion option"). The other partner shall exercise the conversion option by notifying the legal representative of the deceased partner and his spouse or other successor in interest in writing of his exercise of the conversion option. Such conversion shall occur no later than thirty (30) days following the date the conversion option is exercised. Any limited partnership formed under this provision shall be in accordance with the laws of the jurisdiction in which the remaining general partner conducts the business of the partnership.

If the deceased partner's interest has not been purchased by the other partner pursuant to the purchase option, then, whether or not such interest has been converted to a limited partnership interest, at any time beginning five (5) years following the date of death of the deceased partner, the successor in interest of the deceased partner (his spouse or other successor in interest shall be referred to as "selling partner") has the option to cause the other partner to purchase the partnership interest ("put option"). The selling partner shall exercise the put option by notifying the other partner in writing of his exercise of the put option no earlier than five

(5) years following the date of death of the deceased partner. The purchase price shall be the amount computed in accordance with paragraph 23(c) below for cash and not on the terms set forth in paragraph 23(d) below. The escrow for such purchase shall close no later than six (6) months following the date the put option is exercised. The other partner may, but is not required to, purchase such interest but if the other partner fails to purchase the selling partner's interest, then the selling partner has the further option to cause an immediate liquidation of the partnership assets by sale, with the proceeds to be distributed, net of selling costs and partnership debts, to the partners in accordance with paragraph 26 below.

(b) Withdrawal, Retirement, or Sale. In the event of the withdrawal or retirement of any of the partners before the expiration of the term of the partnership, or in the event any partner desires to sell his or her interest in the partnership, the partnership shall not terminate and the other partners shall have the right to continue the operations of the partnership, if they desire to continue the business. In the event of the retirement or withdrawal of any partner, or in the event any partner desires to sell his or her interest, the remaining partners or partner shall have the first right to purchase the interest of said deceased partner or the partner wishing to withdraw, retire or sell his or her interest, for the fair market value thereof. The partner retiring, withdrawing, or selling must give written notice to the remaining partner(s) or his or her intention to retire, withdraw, or sell.

The remaining partner(s) shall exercise the option to purchase the interest of the retiring, withdrawing, or selling partner by notifying in writing the retiring, withdrawing, or selling partner within one hundred twenty (120) days of receiving written notice of such partner's intention to retire, withdraw or sell such partnership interest, as the case may be.

The purchase price for such interest under this paragraph 23(b) shall be the amount computed in accordance with paragraph 23(c) and on the terms set forth in paragraph 23(d) below.

(c) Determination of Fair Market Value. The fair market value for any purpose under this paragraph 23 shall be the fair market value of the selling partner's accrual basis capital account adjusted to take into account any appreciation and/or depreciation in value of the assets of the partnership set forth on the accrual basis books and records of the partnership as determined by the partnership's certified public accountants and based upon the fair market value of the partnership's assets by joint agreement of the parties to the transaction. If the parties cannot agree on the fair market value of the partnership's assets, such value shall be determined by each party appointing one (1) appraiser and said appraisers so appointed shall determine the value of the assets of the

partnership and the interest of said withdrawing, deceased, selling, or retiring partner therein. The value agreed upon by any two (2) of said appraisers shall be binding upon all parties. If no two (2) of said appraiser can agree, then the average of their appraisals shall be binding upon all parties.

(d) Terms of Payment of Purchase Price. Unless otherwise provided in this Agreement, once the fair market value has been established, the purchasing partner or partners shall pay the same to the withdrawing, retiring, or selling partner, or the legal representative of a deceased partner, upon such terms as they agree, or if they cannot agree, said price shall be paid twenty-five percent (25%) down within thirty (30) days of the partnership's receipt of the written fair market value, the balance in five (5) equal annual installments; each installment to be paid on the same day of each succeeding year, commencing one (1) year from the date of the payment of the initial downpayment. The unpaid principal shall bear interest at the long term reference per annum rate established by the Farm Credit Services office in Caldwell, Idaho, adjusted annually, and said interest shall be paid at the time of the principal payment. The unpaid principal shall be evidenced by a Promissory Note on the terms hereinbefore set forth and shall be unsecured. At the time of delivery of said downpayment and said Promissory Note, the withdrawing, retiring, or selling partner, or the legal representative of a deceased partner, shall deliver a Bill of Sale of his or her interest in said partnership to the other partner or partners.

(e) Each party agrees that this contract may be specifically enforced, either in an ordinary lawsuit or in probate proceedings, if necessary.

(f) The partners continuing the business shall assume and agree to pay all of the existing liabilities of the partnership and shall hold the withdrawing, retiring, or selling partner or the legal representative of a deceased partner free of all liability therefor. All of said obligations of the partnership shall be taken into effect and considered in arriving at the fair market value of the partnership and the interest of the partner who is withdrawing, retiring, selling, or deceased.

24. BANKRUPTCY, INSOLVENCY, INCOMPETENCY, ETC.: If any partner does one or more of the following acts:

- (i) files under any bankruptcy or insolvency act;
- (ii) has an insolvency petition filed against him and adjudication of insolvency or bankruptcy entered thereon;
- (iii) makes an assignment for the benefit of creditors;
- (iv) is adjudicated incompetent in any judicial proceedings, or is committed to a mental institution,

then within one hundred twenty (120) days after such filing, adjudication, assignment or commitment, the remaining partner(s) shall have the absolute and exclusive option to purchase the interest of such partner on the terms and conditions set forth in paragraph 23 above.

25. ASSIGNMENT OF INTEREST: Except as set forth in paragraph 23 above, in the event the remaining partner(s) does not desire to purchase the interest of a partner seeking to sell, transfer or assign his partnership interest, then such interest may be sold, assigned or transferred, and the assignee of such interest will be admitted as a substitute partner, subject to all of the terms and conditions of this agreement.

ARTICLE VIII

26. WINDING UP THE PARTNERSHIP: In the event of dissolution and termination of the partnership, the partners shall proceed to wind up the affairs of and liquidate the partnership. The partners shall continue to share profits and losses during liquidation, in the same proportions as before the dissolution. The proceeds from the liquidation of the partnership assets shall be applied: first to debts of the partnership, other than to partners; second to each partner in accordance with his or her positive capital account balance, as determined under paragraph 11, and after adjustments to record the termination as required by IRC Section 704(b) and the regulations thereunder.

27. GAINS OR LOSSES IN WINDING UP: Any gain or loss on disposition of the partnership properties in the process of liquidation shall be credited or charged to the partners in proportion to their interests in profits or losses. Any property distributed in kind in the liquidation, shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and such gain or loss shall be credited or charged to the partners in proportion to their respective interests in profits and losses.

28. BALANCE OWED BY A PARTNER: Upon the termination of the partnership, any partner with a negative capital account, as determined under paragraph 11, and after adjustments for the economic effects of the termination, shall be required to contribute to the partnership an amount equal to the deficit capital account by the later of the end of the taxable year in which the liquidation occurs or ninety (90) days following the liquidation.

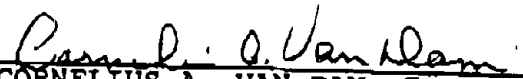
28. BALANCE OWED BY A PARTNER: Upon the termination of the partnership, any partner with a negative capital account, as determined under paragraph 11, and after adjustments for the economic effects of the termination, shall be required to contribute to the partnership an amount equal to the deficit capital account by the later of the end of the taxable year in which the liquidation occurs or ninety (90) days following the liquidation.

ARTICLE IX

29. NOTICES: Any notice required to be given herein may be delivered in person or delivered by certified or registered mail to the partners as their addresses appear on the records of the partnership.

30. SCOPE OF AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators and assigns.

EXECUTED at _____, on the
date first above written.


CORNELIUS A. VAN DAM, Trustee
of the Cornelius and Florence
Van Dam Family Trust Under
Agreement Dated September 12,
1990


FLORENCE VAN DAM, Trustee of
the Cornelius and Florence
Van Dam Family Trust Under
Agreement Dated September 12,
1990


WILLIAM C. VAN DAM, Trustee of
the Van Dam Living Trust -
1990, Dated August 10, 1990


LYNN ANN VAN DAM, Trustee of
the Van Dam Living Trust -
1990, Dated August 10, 1990



CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned
submits for filing a certificate of Assumed Business Name.

Please type or print legibly.

NOTE: See instructions on reverse before filing.

04 JUN -1 AM 8:12
SECRETARY OF STATE
STATE OF IDAHO

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

MIRADA FARMS

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

Name

Complete Address

CORNELIUS A. VAN DAM

13811 VALLEY VIEW AVE, LA MIRADA, CA 90638

WILLIAM C. VAN DAM

4770 RIVERINE PL, BOISE, ID 83639

3. The general type of business transacted under the assumed business name is:

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

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

MIRADA FARMS

4770 RIVERINE PL

BOISE, ID 83639

Submit Certificate of
Assumed Business
Name and **\$25.00** fee to:

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

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

Phone number (optional):

208-854-0212

Signature:

William C. Van Dam

(signature required)

Printed Name:

William C Van Dam

Capacity/Title:

PARTNER

(see instruction # 8 on back of form)

Secretary of State use only