



**TitleOne Corporation**

Authorized Agent for:

**Commonwealth Land Title Insurance Company**

**File Number: A1090592 DR/DS**

**CONTACT INFORMATION**

**We would like to Thank You for your business. We appreciate the opportunity to serve you and the following contact information has been provided for your convenience during this transaction.**

**If you have any closing questions please contact your Escrow team:**

Dianna Stork  
Escrow Officer:  
dstork@titleonecorp.com  
868 E. Riverside Drive, Ste. 100  
Eagle, Idaho 83616  
(208) 246-8271 Phone  
(208) 493-0201 Fax

Matt Bramwell  
Escrow Assistant:  
mbramwell@titleonecorp.com  
868 E. Riverside Drive, Ste. 100  
Eagle, Idaho 83616  
(208) 947-1657 Phone  
(208) 493-0201 Fax

**If you have any title questions please contact your Title Officer:**

Dariel Ross  
Title Officer:  
dross@titleonecorp.com  
1101 W. River St., Ste. 201  
Boise, Idaho 83702  
(208) 287-5308 Phone  
(208) 287-5322 Fax

**A copy of this commitment has been provided to:**

Boyce Bailey  
Corbett Bottles Real Estate Marketing  
5418 N. Eagle Road Ste 160  
Boise, ID 83713  
(208)377-5700

Sherri Boudreaux  
Mark Bottles Real Estate Services  
5418 N. Eagle Road Ste 160  
Boise, ID 83713  
(208)377-5700

Visit us at our website: [www.titleonecorp.com](http://www.titleonecorp.com)

1101 West River St., Ste 201 Boise, Idaho 83702 208.424.8511 fax 208.424.0049  
1940 S. Bonito Way, #190 Meridian, Idaho 83642 208.493.6350 fax 208.493.6360  
868 E. Riverside Dr. #101 Eagle, Idaho 83616 208.493.0200 fax 208.493.0201  
5660 E. Franklin Rd., Ste 101 Nampa, Idaho 83687 208.475.1155 fax 208.475.1156  
170 2nd Street South Nampa, Idaho 83651 208.249.3999 fax 208.249.3998  
904 Dearborn St., Ste 100 Caldwell, Idaho 83605 208.649.1001 fax 208.649.1002



**TitleOne Corporation**  
Authorized Agent for:  
**Commonwealth Land Title Insurance Company**

**ALTA Commitment (6/17/06)**

**File Number:** A1090592 DR/DS

**SCHEDULE A**

- 1. Effective Date:** March 8, 2010 at 07:30 AM
- 2. Policy (or Policies) to be issued:**

<input checked="" type="checkbox"/> <b>ALTA Owner's Policy (6/17/06)</b>	<b>Standard Coverage</b>	<b>Policy Amount:</b>
<b>Proposed Insured:</b> To Be Determined		<b>Premium:</b>
<b>Endorsements:</b> None Requested		<b>Charge:</b>

<input checked="" type="checkbox"/> <b>ALTA Loan Policy (6/17/06)</b>	<b>Extended Coverage</b>	<b>Policy Amount:</b>
<b>Proposed Insured:</b> To Be Determined, its successors and/or assigns as their respective interests may appear.		<b>Premium:</b>
<b>Endorsements:</b> To Be Determined		<b>Charge:</b>

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

- 4. The land described in this Commitment is owned, at the Effective Date, by:**

Capital Development, Inc.

- 5. The land referred to in the Commitment is described as follows:**

Lot 6 in Block 2 of Castlebury West Subdivision No. 1, according to the official plat thereof, filed in Book 95 of Plats at Page(s) 11782 through 11785, official records of Ada County, Idaho.

(End of Schedule A)

**TitleOne Corporation**

**By:** \_\_\_\_\_  
Dariel Ross, Title Officer

**SCHEDULE B - SECTION I**  
**REQUIREMENTS AND NOTES**

**ALTA Commitment (6/17/06)**

**File Number: A1090592 DR/DS**

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**The following are the requirements to be complied with:**

- a. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
- b. Necessary conveyance to the proposed insured.
- c. Deed of Trust or Mortgage securing the loan.

NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is:  
TITLEONE CORPORATION

NOTE: The Company has conducted a judgment and lien search of the public records, as of the effective date shown on Schedule A, against the vested owner and/or the proposed insured owner/borrower. The Company has found no such items other than those shown on Schedule B, if any.

- d. NOTE: According to the available records, the purported address of said land is:

3418 S. Donnington Place  
Eagle, Idaho 83616

(End of Schedule B - Section I)

**SCHEDULE B - SECTION II**

**ALTA Commitment (6/17/06)**

**EXCEPTIONS FROM COVERAGE**

**File Number:** A1090592 DR/DS

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**Note: The Policy (or Policies) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.**

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2010 which are a lien not yet due and payable.
8. Taxes, including any assessments collected therewith, for the year 2008 which are all delinquent.  
Parcel Number: R1317600210  
Code Area: 05-73  
Original Amount: \$2,472.24 plus penalty and interest.
9. Taxes, including any assessments collected therewith, for the year 2009 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2010.  
Parcel Number: R1317600210  
Code Area: 05-73  
Original Amount: \$1,810.72 plus penalty and interest.
10. Real property taxes which may be assessed, levied and extended on any "subsequent and/or occupancy roll" with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.
11. The land described herein is located within the boundaries of the City of Eagle (939-6813) and is subject to any assessments levied thereby.

**SCHEDULE B - SECTION II**

**ALTA Commitment (6/17/06)**

**EXCEPTIONS FROM COVERAGE**

**(Continued)**

**File Number:** A1090592 DR/DS

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12. The land described herein is located within the boundaries of Eagle Sewer District (939-0132) and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of Eagle Water District (939-0242) and is subject to any assessments levied thereby.
14. The land described herein is located within the boundaries of Settlers Irrigation District (208-344-2471) and is subject to any assessments levied thereby.
15. Liens, levies and assessments of the Zinger Lateral Users Association.
16. Liens, Levies, and Assessments of the Castlebury West Neighborhood Homeowner's Association.
17. Right-of-way for Zinger Lateral and the rights of access thereto for maintenance of said lateral.
18. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof.  
Recorded: September 29, 1893  
Book 3 of Patents at Page 352, records of Ada County, Idaho.
19. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in a Order.  
Recorded: August 23, 2005  
Instrument No.: 105119891
20. An easement for the purpose shown below and rights incidental thereto as set forth in a Public Right-of-Way Easement (Sidewalk).  
Granted to: Ada County Highway District  
Purpose: a perpetual and exclusive easement for a public right-of-way for use by those members of the public who are pedestrians and by bicyclists  
Recorded: March 23, 2006  
Instrument No.: 106044343  
(Affects All Lots)
21. Terms, conditions, restrictions, and obligations, if any, contained in a Ordinance No. 540.  
Recorded: July 14, 2006  
Instrument No.: 106112543  
(Affects All Lots)
22. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.
23. Terms, conditions, restrictions, and obligations, if any, contained in a Central District Health Letter.  
Recorded: July 17, 2006  
Instrument No.: 106114068

**SCHEDULE B - SECTION II**

**ALTA Commitment (6/17/06)**

**EXCEPTIONS FROM COVERAGE**

**(Continued)**

**File Number:** A1090592 DR/DS

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24. Covenants, Conditions, and Restrictions, and, Easements but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as set forth in the document.  
Recorded: September 29, 2006  
Instrument No.: 106155720
25. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$5,190,000.00  
Trustor/Grantor: Capital Development, Inc., an Idaho corporation  
Trustee: Stewart Title Of Boise, Inc.  
Beneficiary: Washington Trust Bank  
Dated: January 28, 2010  
Recorded: January 30, 2009  
Instrument No.: 109010670  
(Affects this and other property)

(End of Schedule B-II)



**PARCEL INFORMATION**

Year: 2010 Parcel #: R1317600210

Property Type: [Field] Status: [Field] Exemption: 0 % Code: [Field]

Sub Property Type: [Field] Code Area: 05-73 Appraisers Initials: [Field]

Print Property Desc. Cancel

**OWNER INFORMATION**

Name: CAPITAL DEVELOPMENT INC

Mailing Address: 6200 N MEEKER PL  
BOISE ID 83713-0000

**PHYSICAL LOCATION**

Property Address: 3418 S DONNINGTON PL  
EAGLE ID 83616-0000

Group Type: SUB Group #: 131760

Description: CASTLEBURY WEST SUB NO 01

Township/Range/Section: 4N 1E 19 Zoning Code: R-1

Reappraisal Year: 2007 Physical Inspection: 11/01/2006 MLS Area: [Field]

**PARCEL VALUES**

Assessment Roll	Property Occupancy	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area	Total Parcel Values
Property Roll	Non-Occupancy	200	0.051	120,000	MARKET	05-73	Assessed Amt: 120,000 Taxable Amt: 120,000

Public Property Description - Display [PT2z9F]

State Parcel #: 049050020060

Property Description: LOT 06 BLK 02  
CASTLEBURY WEST SUB NO 01

Total Acreage: 0.051

Acreage Verified: [Field] Date: 00/00/0000 User: [Field]



Year: 2010 Parcel #: R1317600210  
 Property Type: Status: Exemption: % Code:  Urban Renewal  
 Taxes Being:  Ownership Change  
 Sub Property Type: Code Area: Appraisers Initials:  Drop HOE  
 05-73 Districts TMW Details  Circuit Breaker  
 Bankruptcy

OWNER INFORMATION

PHYSICAL LOCATION

Name: CAPITAL DEVELOPMENT INC Property Address: 3418 S DONNINGTON PL

Mailing Address: 6200 N MEEKER PL  
BOISE ID 83713-0000

Year: 2010 Parcel #: R1317600210

Code Area	District Number	Levy Amount	Description	Phone
05-73	1	.002634391	ADA COUNTY	(208) 287-7000
05-73	3	.000127300	EMERGENCY MEDICAL	(208) 287-2950
05-73	6	.001023202	ADA COUNTY HIGHWAY DIST	(208) 387-6120
05-73	8	.003514248	SCHOOL DISTRICT NO. 2	(208) 855-4500
05-73	15	.001001407	EAGLE CITY	(208) 939-6813
05-73	27	.001463759	EAGLE FIRE	(208) 939-6463
05-73	35	.000049134	EAGLE SEWER	(208) 939-0132
05-73	43	.000029491	MOSQUITO ABATEMENT	(208) 577-4646
05-73	46	.000083336	WESTERN ADA RECREATION	(208) 887-1730
05-73	100	.000133257	COLLEGE OF WESTERN IDAHO	(208) 562-2113

Assessment Roll	Property Occupancy
Property Roll	Non-Occupancy

Land 1  Commercial

Total Levy: .010059525

TOTAL Assessed Amount: 120,000

HOE Amount: 0

Taxable Amount: 120,000

\*Based On Most Current Certified Levies\*

[PT4pbF] Public Tax Main Screen - Parcel# [R1317600210]

Select



CAPITAL DEVELOPMENT INC

6200 N MEEKER PL  
BOISE ID 83713-0000

Bank Code  PrePaid   
Code Area 05-73 District  SubRoll   
Values

Interest Date 3/17/2010 Calculate

Total Due 4,739.18

Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Late 1st
2009	1851.90	946.54	905.36	1810.72	18.11	0.00	23.07	905.36	18.11
2008	2887.28	1443.64	1443.64	2472.24	49.44	0.00	365.60	1236.12	24.72
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Tax Summary | Public Pre-Paid

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Ce Adjust
2009	Property Roll	12/21/2009	0.00	1810.72	0.00	0.00	0.00	0.00	0.00
2008	Property Roll	12/22/2008	0.00	2472.24	0.00	0.00	0.00	0.00	0.00
2007	Property Roll	12/20/2007	-2674.06	2674.06	-2674.06	0.00	0.00	0.00	0.00



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 10/28/05 04:34 PM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Stewart Title Company

AMOUNT 9.00 3



### QUITCLAIM DEED

THIS INDENTURE, made this 27th day of July, 2005, between  
J. Ramon Yorgason and Marilyn Yorgason, Husband and Wife, as **GRANTOR(S)** and  
Capital Development, Inc., **GRANTEE(S)**  
whose current address is 6200 Meeker Place, Boise, ID 83713.

WITNESS, that said Grantor(s), for an in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

See "Exhibit A" attached hereto

Parcel Number:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

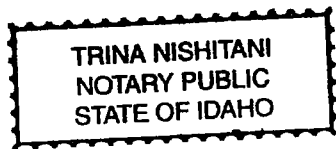
\_\_\_\_\_  
J. Ramon Yorgason  
  
\_\_\_\_\_  
Marilyn Yorgason

STATE OF Idaho                    )  
  ) ss.  
COUNTY OF Ada                    )

On this 27th day of July, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared J. Ramon Yorgason and Marilyn Yorgason known to me, and or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public: Trina Nishitani  
Residing at: Caldwell Idaho  
My commission expires: June 28, 2009



Legal Description  
EXHIBIT "A"

Order Number: 5036031

Parcel I

Government Lot 6 in Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

**Except:**

A parcel of land for right-of-way purposes being on the East side of Meridian Road, Project No. ST-3230 (611) US-20 intersection Meridian Road, on file in the office of the Idaho Transportation Department and being situated in Government Lot 6 of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the Southwesterly corner of said Government Lot 6, said corner being Station 100+00.00 of said Meridian Road, from which a ½ inch diameter iron pin marking the Northwesterly corner of said Government Lot 6 bears North 00°26'50" East a distance of 1326.92 feet; thence North 00°26'50" East along the Westerly boundary of said Government Lot 6 a distance of 90.24 Feet to Station 100+90.24 on the centerline of said Meridian Road and the **Point of Beginning**; thence continuing North 00°26'50" East a distance of 399.76 feet to Station 104+90.00 on the centerline of said Meridian Road; thence leaving said Westerly boundary South 89°33'10" East a distance of 43.00 feet to a point 43.00 feet right of Station 104+90.00 of Said Meridian Road; thence South 00°26'50" West a distance of 399.76 feet to a point 43.00 feet right of Station 100+90.24 of said Meridian Road; thence North 89°33'11" West a distance of 43.00 feet to the **Point of Beginning**.

**Excepting:**

A parcel of land for right-of-way purposes being on the East side of Meridian Road, Project No. ST-3230 (611), US-20 Intersection Meridian Road, on file in the office of the Idaho Transportation Department and being situated in Government Lot 6 of Section 19, Township 4 North Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the Southwesterly corner of said Government Lot 6, said corner being Station 100+00.00 of said Meridian Road, from which a ½ inch diameter iron pin marking the Northwesterly corner of said Government Lot 6 bears North 0°26'50" East a distance of 1326.92 feet; thence North 00°26'50" East along the Westerly boundary of said Government Lot 6 a distance of 40.00 feet to Station 100+40.00 on the centerline of said Meridian Road and the **Point of Beginning**; thence continuing North 00°26'50" East a distance of 50.24 feet to Station 100+90.24 on the centerline of said Meridian Road; thence leaving said Westerly boundary South 89°33'10" East a distance of 43.00 feet to a point 43.00 feet right of Station 100+90.24 of said Meridian Road; thence South 44°41'11" East a distance of 28.22 feet to a point 70.00 feet left of Station 720+83.19 of US Highway 20; thence South 89°51'12" East a distance of 466.81 feet to a point 70.00 feet left of Station 725+50.00 of said US Highway 20; thence South 00°08'48" West a distance of 30.00 feet to a point on the Northerly right-of-way of said US Highway 20 and being 40.00 feet left of Station 725+50.00 of US Highway 20; thence North 89°51'12" West along said Northerly right-of-way a distance of 529.97 feet to the **Point of Beginning**.

**Parcel II**

Southeast Quarter of the Southwest Quarter of Section 19, Township 4 North, Range 1 East,  
Boise Meridian, Ada County, Idaho.

**RECORDATION REQUESTED BY:**

WASHINGTON TRUST BANK  
SOUTHERN IDAHO REGION BUILDER SERVICES  
3251 E. PRESIDENTIAL DRIVE  
MERIDIAN, ID 83642-6009

**WHEN RECORDED MAIL TO:**

WASHINGTON TRUST BANK  
SOUTHERN IDAHO REGION BUILDER SERVICES  
3251 E. PRESIDENTIAL DRIVE  
MERIDIAN, ID 83642-6009

9061725 JW

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

THIS DEED OF TRUST is dated January 28, 2009, among Capital Development, Inc., an Idaho corporation, whose address is 6200 N. Meeker Place, Boise, ID 83713-1550 ("Grantor"); WASHINGTON TRUST BANK, whose address is SOUTHERN IDAHO REGION BUILDER SERVICES, 3251 E. PRESIDENTIAL DRIVE, MERIDIAN, ID 83642-6009 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Stewart Title of Boise, Inc., whose address is 9196 W. Emerald, Suite 100, Boise, ID 83704 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Ada County, State of Idaho:

Lots 3, 4 and 15 in Block 1; Lots 6 and 8 in Block 2 and Lot 1 in Block 3 of Castlebury West Subdivision No. 1, According to the official Plat thereof, filed in Book 95 of Plats at Pages 11782-11785, records of Ada County, Idaho

The Real Property or its address is commonly known as NNA, Eagle, ID 00000.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE. OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in

without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means WASHINGTON TRUST BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated March 28, 2007 in the original principal amount of \$5,190,000.00 which was renewed by a promissory note dated January 28, 2009 in the principal amount of \$4,658,738.23, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.  
**NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

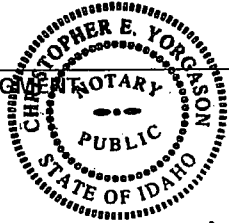
**Trustee.** The word "Trustee" means Stewart Title of Boise, Inc., whose address is 9196 W. Emerald, Suite 100, Boise, ID 83704 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CAPITAL DEVELOPMENT, INC.

By: J. Ramon Yorgason  
J. Ramon Yorgason, President of Capital Development, Inc



CORPORATE ACKNOWLEDGMENT

STATE OF Idaho )  
 ) SS  
COUNTY OF ADA )

On this 29th day of JANUARY, in the year 2009, before me Christopher E. Yorgason, a notary public in and for the State of Idaho, personally appeared J. Ramon Yorgason, President of Capital Development, Inc., known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be an authorized signer of Capital Development, Inc., 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.

Notary Public for Idaho Christopher E. Yorgason Residing at Meridian, Idaho  
My commission expires Aug 11, 2012

REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_