The below described is SIGNED.

Dated: November 1, 2013

R. KIMBALL MOSIER
U.S. Bankruptcy Judge

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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION

In re REVOLUTION DAIRY, LLC, In re HIGHLINE DAIRY, LLC, In re ROBERT and JUDITH KAY BLISS, dba BLISS DAIRY, Debtors.	Jointly Administered under Case No. 13-20770 (RKM) Chapter 11 **THIS DOCUMENT RELATES TO:** ☐ In re Revolution Dairy, LLC ☐ In re Highline Dairy, LLC ☐ In re Robert and Judith Bliss, dba Bliss Dairy ■ All Debtors

ORDER CONFIRMING JOINT CHAPTER 11 PLAN, DATED OCTOBER 10, 2013

On October 10, 2013, this Court held a hearing to consider confirmation of the Joint Chapter 11 Plan, Dated September 11, 2013, as modified by the Joint Chapter 11 Plan, Dated October 10, 2013 (the **"Plan"**) which was filed with the Court October 31, 2013.

Adam Affleck and Ted Cundick appeared on behalf of Revolution Dairy, LLC (**"Revolution"**). George Hofmann appeared on behalf of Highline Dairy, LLC (**"Highline"**). David Berry appeared on behalf of Robert and Judith Bliss d/b/a Bliss Dairy (**"Bliss"** or together with Revolution and Highline, the **"Debtors"**). Troy Aramburu and Blakely Denny appeared on behalf of the Official Unsecured Creditors' Committee. Michael Johnson appeared on behalf of Rabo Agrifinance, Inc. (**"Rabo"**). Danny Kelly appeared on behalf of Metropolitan Life Insurance Company (**"MetLife"**). George Pratt appeared on behalf of Bank of the West (**"BOTW"**). Sherilyn Olsen appeared on behalf of John Deere Financial (**"JDF"**) and Wells Fargo Equipment Finance (**"WFEF"**). Vince Cameron appeared on behalf of the United States Trustee. All other appearances were noted on the record.

The Joint Chapter 11 Plan, Dated September 11, 2013, having been transmitted to creditors and equity security holders; the Court having determined that modifications contained in the Joint Chapter 11 Plan, Dated October 10, 2013, are not material and do not require additional notice and solicitation of ballots; the Court having determined after hearing on notice that the requirements for confirmation set forth in 11 U.S.C. § 1129

have been satisfied; and the Court having issued its findings of fact and conclusions of law reflecting the same, it is hereby

ORDERED that the Joint Chapter 11 Plan, Dated October 10, 2013 (the "**Plan**"), a copy of which is attached hereto as Exhibit A, is confirmed; and it is further

ORDERED that, as required under the Plan, the notes and related loan documents in the form attached hereto as Group Exhibits B through E (subject to non-material revisions thereto) are approved and incorporated into the Plan; and it is further

ORDERED that, with respect to the retention of liens for holders of Secured Claims identified in the Plan, including the confirmation of such liens against the now existing and after-acquired property of Bliss Dairy, LLC ("**Bliss LLC**") (as the existing property of the Debtors is being transferred to Bliss LLC pursuant to the Plan), such retention and confirmation of liens shall include the preservation of the respective priorities among the holders of such Secured Claims as of January 27, 2013 as established under applicable non-bankruptcy law based upon existing security agreements, financing statements, inter-creditor agreements, and recorded trust deeds; and it is further

ORDERED that no holder of a Secured Claim may take action to alter its lien or the priority thereof prior to the Effective Date of the Plan and no party may intervene or prejudice such liens or the respective priorities of the same except by subsequent order of this Court or the written stipulation of all affected persons, and it is further

ORDERED that the settlements and releases from the Debtors and their estates set forth in the Plan are hereby expressly approved and authorized and deemed binding on the Debtors, their estates, and their successors and assigns, including but not limited to Bliss LLC, and the release as to Rabo shall be a release of all of the Debtors' pre-petition and post-petition claims against Rabo and its Affiliates; and it is further

ORDERED that the amount of MetLife's secured claim and monthly payment (as reflected in the Plan and the attached notes and loan documents) are subject to change based on final agreement or determination by the Court of late fees, appraisal fees, costs, and legal fees; and it is further

ORDERED that the Debtors are authorized and directed to implement the Plan in accordance with its terms, including but not limited to by signing and delivering such deeds, conveyances, bills of sale, contracts, agreements and financing statements as may be necessary or appropriate to consummate or carry out the requirements of the Plan; and it is further

ORDERED that for all purposes, and notwithstanding any language in the Plan to the contrary, the Effective Date of the Plan shall be deemed to be October 31, 2013, and any act that is required to be performed on the Effective Date, shall be deemed to have been performed in a timely manner if the act is performed on or before November 4, 2013; and it is further

ORDERED that this Order shall be effective immediately upon entry and shall not be stayed under Fed. R. Bankr. P. 3020(e).

-END OF DOCUMENT-

/s/ David S. Leta .
On behalf of the UCC

/s/ J.D. Lyons .
On behalf of Western AgCredit, PCA

/s/ Steven C. Strong .
On behalf of Highline Dairy, LLC

/s/ Danny Kelly .
On behalf of MetLife

/s/ James C. Jenkins .
On behalf of Delta Cache and Cache Commodities

/s/ Vince Cameron .
On behalf of the United States Trustee

/s/ Steven J. McCardell
On behalf of Cargill

/s/ George W. Pratt .
On behalf of Bank of the West

/s/ Michael Johnson .
On behalf of Rabo AgriFinance

/s/ Mona L. Burton .
On behalf of John Deere Financial

/s/ David Berry .
On behalf of Robert & Judith Bliss

DESIGNATION OF PARTIES TO BE SERVED

Service of the foregoing Order Confirming Joint Chapter 11 Plan (Dated October 10, 2013) shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below are registered CM/ECF users and will be served notice of entry of the foregoing Findings and Conclusions through the CM/ECF system:

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By US Mail: In addition to the parties of record receiving notice through CM/ECF, the following parties should be served notice pursuant to Fed. R. Civ. P. 5(b):

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/s/ T. Edward Cundick

EXHIBIT A

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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION

In re REVOLUTION DAIRY, LLC, In re HIGHLINE DAIRY, LLC, In re ROBERT and JUDITH KAY BLISS, dba BLISS DAIRY, Debtors.	Jointly Administered under Case No. 13-20770 (RKM) Chapter 11 **THIS DOCUMENT RELATES TO:** □ In re Revolution Dairy, LLC □ In re Highline Dairy, LLC □ In re Robert and Judith Bliss, dba Bliss Dairy ■ All Debtors

JOINT CHAPTER 11 PLAN
(DATED OCTOBER 10, 2013)

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ARTICLE 1

DEFINITIONS

1.1. "§" means section and, unless otherwise noted, refers to sections of Title 11 of the United States Code.

1.2. "Administrative Expense" means any cost or expense of any of the Debtors' Estates that is allowable under § 503(b) after notice and a hearing (with resulting priority under § 507(a)(2)) and shall also include any fees and charges assessed against an Estate under 28 U.S.C. § 1930.

1.3. "Allowed," when used in connection with Administrative Expense, means that such Administrative Expense has been approved by a final and nonappealable order of the Court after notice and a hearing; and, when used in connection with any category of Claim or Interest means that such Claim or Interest is represented by a proof of claim that is filed or that is deemed filed under § 1111(a) and is not Disputed or has been allowed by the Court after notice and a hearing.

1.4. "America First" means America First Credit Union.

1.5. "Ballot" means the ballot for voting acceptance or rejection of the Plan.

1.6. "Bliss Dairy Assets" means all physical personal property and real property and water rights owned by Bliss that are used in Bliss' dairy operations and are comprised of all assets of Bliss that are not Bliss Personal Assets.

1.7. "Bliss Dairy Debts" means all debts of Bliss except the Bliss Residence Mortgage.

1.8. "Bliss LLC" means a Utah limited liability company to be organized on or before the Effective Date and to be named Bliss Dairy, LLC.

1.9. "Bliss Personal Assets" means Bliss' home, personal vehicles, household furnishings, and personal items that are set forth on Schedule 8.

1.10. "Bliss Residence Mortgage" means the Bliss mortgage with America First on the Bliss residence at 818 Bristlecone Lane, Delta, Utah.

1.11. "Bliss" means Robert and Judith Bliss.

1.12. "Capital Asset(s)" means personal property, real property, or improvements to real property that may be acquired by Bliss LLC after Confirmation for their role in contributing to the ability of Bliss LLC to generate profit and which are expected to generate such benefit for more than a year after acquisition.

1.13. "Cargill" means Cargill, Inc.

1.14. "Claim" means any right to payment as defined in § 101(5).

1.15. "Committee" means the Official Unsecured Creditors Committee.

1.16. "Confirmation Hearing" means the first date set for hearing on confirmation of the Plan.

1.17. "Confirmation" means the entry of the Confirmation Order of the Court confirming this Plan.

1.18. "Confirmation Order" means the order confirming the Plan.

1.19. "Court" means the United States Bankruptcy Court for the District of Utah, Central Division.

1.20. "Crystal Springs" means Crystal Springs of Fillmore, LLC.

1.21. "Dairy Herd" means all of the Debtors' Milking Cows plus bulls, heifers, and young stock.

1.22. "Debtors" means Revolution, Highline, and Bliss.

1.23. "Delta" means Delta Cache, LLC.

1.24. "DFA" means Dairy Farmers of America, Inc.

1.25. "Disputed Claims Holding Account" means an FDIC-insured bank account owned by Bliss LLC in which distributions or payments otherwise payable to the holder of a Disputed Claim (whether Secured or Unsecured) shall be deposited.

1.26. "Disputed," when used in connection with any category of Claim or Interest, means that such Claim or Interest is disputed by the Debtor either by virtue of having been listed as such in the Schedules, or because an objection to such Claim or Interest is filed prior to the applicable deadline for filing such objections.

1.27. "Effective Date" means the date that the Confirmation Order is signed.

1.28. "Estate Cash" means all cash in the possession of the Debtors that is property of their respective Estates whether it is unencumbered or represents the "cash collateral" of a holder of a Secured Claim.

1.29. "Estate" means the estate created and described under § 541 for each of the Debtors.

1.30. "Excess Cash" means that amount of cash held by Bliss LLC in excess of $1,200,000 that is on hand (except for funds in the Disputed Claims Holding Account) on the fourth Monday of each calendar month and which is not projected by Bliss LLC to be necessary to maintain cash reserves of $1,200,000 (after payment of operating expenses and monthly payments to holders of Secured and Unsecured Claims) at the end of the subsequent third calendar month.

1.31. "Feed Purchase Commitment" means a written commitment from a provider of forage (*e.g.*, hay, silage, barlage, haylage, earlage, etc.) in a form acceptable to the Debtors and the provider of forage in which the provider of forage agrees to sell an agreed amount of forage (*i.e.*, acreage) to Bliss LLC for the 2014 and/or 2015 crop season at an agreed price. A form of Feed Purchase Commitment is attached hereto as Exhibit A.

1.32. "Final Decree" means the order closing the bankruptcy cases of the Debtors after application in accordance with § 350 and Rule 3022.

1.33. "Final Order" means an order that is nonappealable.

1.34. "Highline" means Highline Dairy, LLC.

1.35. "IFA" means Intermountain Farmers Association.

1.36. "IFS" means Innovative Food Solutions, LLC.

1.37. "Interest" means any Pre-Petition ownership in the Debtors.

1.38. "JDF" means John Deere Financial, f.s.b. formerly known as FPC Financial, f.s.b.

1.39. "KC Farm's" means KC Farm's, Inc.

1.40. "MetLife" means MLIC Asset Holdings, LLC.

1.41. "Milking Cows" means cows within the Dairy Herd that are currently being milked, cows that are currently being milked but whose milk (temporarily) cannot be sold for human consumption pending veterinary treatment, and cows that have been milked but have temporarily dried up pending birth of a new calf.

1.42. "Ordinary Course Administrative Expense" means any expense that has been incurred in the ordinary course of the Debtors' business and that would be otherwise payable without Court approval but is not due by its terms until at, or after, Confirmation including, without limitation, post-petition employee wages and benefits, post-petition accounts payable, etc.

1.43. "Petition Date" means January 27, 2013.

1.44. "Plan Interest" or "Plan Interest Rate" means 2% per annum.

1.45. "Plan" means this plan of reorganization and any amendment or modification thereof.

1.46. "POC" means the Plan Oversight Committee.

1.47. "Post-Petition" means after the Petition Date.

1.48. "Poulsen" mean Lamont Poulsen.

1.49. "Pre-Petition" means before the Petition Date.

1.50. "Priority Claim" means a Claim that is afforded priority under §§ 507(a)(1), (4), (5), (6), (7), or (8).

1.51. "Rabo" means Rabo Agrifinance, Inc.

1.52. "Rule 3012 Motion" means a motion filed under Rule 3012 for determination of the value of a Secured Claim.

1.53. "Rule(s)" means the Federal Rules of Bankruptcy Procedure.

1.54. "Revolution" means Revolution Dairy, LLC.

1.55. "Schedules" means the schedules and statement of financial affairs filed by the Debtors including any and all amendments thereto that are filed prior to the entry of the order approving the Debtors disclosure statement.

1.56. "Secured Claim" means a Claim secured by a lien on property of an Estate to the extent of the value of such creditor's interest in the Estate's interest in such property.

1.57. "Unencumbered Vehicles" means all vehicles identified in Schedule 9.

1.58. "Unsecured Claim" means a Claim that is not secured by a lien on property of an Estate.

1.59. "WAC" means Western Ag Credit, PCA.

1.60. "Zions" means Zions Credit Corporation.

1.61. "Crystal Springs" means Crystal Springs of Fillmore.

1.62. "WFFL" means Wells Fargo Financial Leasing, Inc.

ARTICLE 2

TREATMENT OF ADMINISTRATIVE EXPENSES

2.1 *Ordinary Course Administrative Expenses.* After Confirmation but before the Effective Date, Ordinary Course Administrative Expenses shall be paid by the Debtors when they become due in the ordinary course of business. After the Effective Date, Ordinary Course Administrative Expenses shall be paid by Bliss LLC as and when they become due in the ordinary course of business.

2.2 *Allowed Administrative Expenses.* Unless otherwise agreed, on the Effective Date, Bliss LLC shall pay all Allowed Administrative Expenses which remain unpaid on the Effective Date.

2.3 *Pending Administrative Expenses.* Unless otherwise agreed, on the day that an Administrative Expense (which is either pending or has accrued as of Confirmation)

becomes an Allowed Administrative Expense, Bliss LLC shall pay such Allowed Administrative Expense.

2.4 *U.S. Trustee Fees*. Unless otherwise agreed, as soon as practicable after the Effective Date, Bliss LLC shall pay all fees then owing to the U.S. Trustee. Any such fees that become due between Effective Date and the entry of the Final Decree shall be paid by Bliss LLC in accordance with 28 U.S.C. § 1930(a)(6).

ARTICLE 3

TREATMENT OF PRIORITY CLAIMS

All Priority Claims identified in Schedule 2 will be paid in full by Bliss LLC on the Effective Date.

ARTICLE 4

IMPAIRMENT OF CLAIMS

All classified claims identified in Article 6 are impaired except for class BS6 held by America First.

ARTICLE 5

OVERVIEW OF CLASSIFICATION AND TREATMENT OF CLAIMS

Except as otherwise explicitly provided under the Plan, all Bliss Dairy Assets and all assets of Revolution and Highline will be transferred and assigned free and clear of liens, claims, and interests, to Bliss LLC on the Effective Date. These transfers will be

effected by merger of Revolution and Highline into Bliss LLC or by appropriate transfer documents. Bliss LLC will, in turn, assume the obligation to pay all Bliss Dairy Debts and all of Revolution's and Highline's debts according to the terms of the Plan. Allowed Claims (except for the Bliss Residence Mortgage which will be paid by Bliss from post-Confirmation wages and social security income) will be paid in full under the Plan by Bliss LLC.

Each holder of a Secured Claim is classified in its own class. Except for the class comprising the Bliss Residence Mortgage, treatment of Secured Claims consists of modification of Pre-Petition payment obligations (primarily as to term and interest rate), execution of a new note by Bliss LLC evidencing the modified obligation, and retention of Pre-Petition liens. Payments and default rights will be governed by the terms of the new notes.

Unsecured Claims are in three classes: (1) claims for goods received by the Debtors within 20 days of the Petition Date which were sold to the Debtors in the ordinary course of the Debtors' business; (2) claims for forage supplied to the Debtors which are held by creditors who have agreed to sell additional forage to Bliss LLC in 2014 or 2015 (or both) under the terms contained in Feed Purchase Commitments; and (3) all other Claims. The Plan proposes payment in full of each of these classes but in different time frames. Payments to the first of these classes is within five (5) months of

the Effective Date. This accelerated payment schedule recognizes that holders of Claims within this class could likely obtain an order requiring payment of their Claims as Administrative Expenses under § 503(b)(9). Plan Interest is allowed to holders of Claims within class, but will be deemed satisfied if payments are made timely to this class under the Plan (i.e., payment in full within five (5) months after the Effective Date). Payments to the second of these classes acknowledges the critical vendor status of local forage providers to the success of the Debtors' reorganization efforts and, therefore, proposes special payment terms (including payment of Plan Interest) which are triggered upon execution of Feed Purchase Commitments. The third category of general unsecured creditors will receive payment in full with Plan Interest over approximately five years. Payments to the later two classes will be made monthly with the first payment beginning on the last day of the month following the Effective Date and continuing on the last day of each month until paid in full.

ARTICLE 6

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

6.1 *Classes RS1, HS1, and BS1* shall consist of the Secured Claims held by MetLife arising from obligations owed by Revolution under a Secured Promissory Note, dated September 25, 2009, and related lien documents (Loan No. 193505) and from the

obligations owed by the Debtors (jointly and severally) under a Secured Promissory Note, dated January 6, 2012, and related lien documents (Loan No. 195337).

Disputes: The Debtors dispute MetLife's Secured Claims as to amounts charged for pre-payment penalties (called "the make whole payment" by MetLife) and post-petition interest and attorney's fees under § 506(a). Subject to final approval by MetLife of the terms of a new note and related loan documents (to be executed by Bliss LLC and that incorporate the amount of the Allowed Secured Claims and the payment terms set forth in Schedule 1), the Debtors have agreed to settle these disputes and release all claims. Confirmation of the Plan shall constitute approval of the Debtors' settlement and release all claims effective on the Effective Date, and the new note and related loan documents shall be incorporated into the Confirmation Order.

Plan Treatment: Post-Confirmation, MetLife's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the Allowed Secured Claims and the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note, MetLife shall retain all liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Bliss LLC under the Plan.

Application of Pre-Confirmation Adequate Protection Payments: Amounts paid to MetLife as adequate protection during the pendency of the Debtors' cases shall be applied to reduce the amount of MetLife's Secured Claims at Confirmation.

6.2 *Classes RS2, HS2, and BS2* shall consist of the Secured Claims held by WAC arising from the Debtors' Pre-Petition purchase of livestock from Poulsen and KC Farm's that was encumbered by a pre-existing lien in favor of WAC.

Pending Disputes: The Debtors dispute WAC's Secured Claims as to the validity and extent of the liens asserted by WAC. The Debtors further dispute any amounts charged for post-petition interest and fees under § 506(b). The Debtors further assert, and retain their claims, that the obligations and liens supporting WAC's Secured Claims are partially or wholly avoidable under § 544.

Plan Treatment: Post-Confirmation, WAC's Secured Claims shall be paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) evidencing the obligation. Payments under the new note shall be deposited in the Disputed Claims Holding Account pending resolution of all disputes as to the Allowed amount of the Secured Claims. Upon resolution of all disputes, the new note will be modified as to its principal amount to reflect the outcome. To the extent Allowed, WAC will receive a distribution of any payments attributable to its Allowed Secured Claim that are held in the Disputed Claims Holding Account.

Lien Retention: To secure Bliss LLC's obligations under the new note, WAC shall retain all liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Bliss LLC under the Plan including payments made into the Disputed Claims Holding Account that are on account of WAC's Secured Claims.

6.3 *Classes RS3, HS3, and BS3* shall consist of the Secured Claims held by Rabo arising from obligations owed by the Debtors (jointly and severally) under a Dairy Herd Line of Credit Note, dated December 9, 2011, and related lien documents (Loan No. 10363500).

Settlement of Disputes: The Debtors dispute Rabo's Secured Claims as to amounts charged for post-petition interest and attorney's fees under § 506(a). The Debtors further assert that the obligations and liens supporting Rabo's Secured Claims may be partially or wholly avoidable under §§ 544 and 548 or subject to subordination under § 510. Subject to final approval by Rabo of the terms of a new note and related loan documents (to be executed by Bliss LLC, with an effective date of September 1, 2013, and that incorporate the amount of the Allowed Secured Claims and the payment terms set forth in Schedule 1), the Debtors have agreed to settle these disputes and release all claims. Confirmation of the Plan shall constitute approval of the Debtors' settlement

and release of claims effective on the Effective Date, and the new note and related loan documents shall be incorporated into the Confirmation Order.

Plan Treatment: Post-Confirmation, Rabo's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the Allowed Secured Claims and the terms set forth in Schedule 1.

Application of Pre-Confirmation Adequate Protection Payments: Amounts paid to Rabo as adequate protection on or before August 31, 2013, shall be applied to reduce the amount of Rabo's Secured Claim at Confirmation. Adequate protection payments made after September 1, 2013, shall be applied to the balance due under the new note.

Lien Retention: To secure Bliss LLC's obligations under the new note, Rabo shall retain all liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Bliss LLC under the Plan. Rabo shall further be granted a new lien on the Unencumbered Vehicles.

6.4 *Classes RS4, HS4, and BS4* shall consist of the Secured Claims held by Delta arising from obligations owed by the Debtors (jointly and severally) under Terms & Conditions Of Open Account signed on various dates by the Debtors and other parties.

Settlement of Disputes: The Debtors dispute Delta's Secured Claims as to its assertion of joint and several liability and amounts charged for post-petition interest and attorney's fees under § 506(a). The Debtors further assert that the obligations and liens supporting Delta's Secured Claims may be partially or wholly avoidable under §§ 544 and 548. Subject to final approval by Delta of the terms of a new note and related loan documents (to be executed by Bliss LLC and that incorporate the amount of the Allowed Secured Claims and the payment terms set forth in Schedule 1), the Debtors have agreed to settle these disputes and release all claims. Confirmation of the Plan shall constitute approval of the Debtors' settlement and release of claims effective on the Effective Date, and the new note and related loan documents shall be incorporated into the Confirmation Order.

Plan Treatment: Post-Confirmation, Delta's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the Allowed Secured Claims and the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note, Delta shall retain all liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Bliss LLC under the Plan.

6.5 *Classes RS5, HS5, and BS5* shall consist of the Secured Claims held by IFA arising out of obligations owed by the Debtors (jointly and severally) under a Sales Agreement, dated October 17, 2012, and related lien documents.

Settlement of Disputes The Debtors dispute IFA's Secured Claims as to amounts charged for post-petition interest and attorney's fees under § 506(a). The Debtors further assert that the obligations and liens supporting IFA's Secured Claims may be partially or wholly avoidable under §§ 544 and 548. Subject to final approval by IFA of the terms of a new note and related loan documents (to be executed by Bliss LLC and that incorporate the amount of the Allowed Secured Claims and the payment terms set forth in Schedule 1), the Debtors have agreed to settle these disputes and release all claims. Confirmation of the Plan shall constitute approval of the Debtors' settlement and release of claims effective on the Effective Date, and the new note and related loan documents shall be incorporated into the Confirmation Order.

Plan Treatment: Post-Confirmation, IFA's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amounts of the Allowed Secured Claims and the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note, IFA shall retain all liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Bliss LLC under the Plan.

Application of Pre-Confirmation Adequate Protection Payments: Amounts paid to IFA as adequate protection during the pendency of the Debtors' cases shall be applied to reduce the amount of IFA's Allowed Claims in Claims RU1, HU1, and BU1.

6.6 *Class RS6* shall consist of the Secured Claim held by JDF arising out of the Revolution and Highline's obligations under a Loan Contract-Security Agreement, dated September 13, 2011, and related lien documents.

Plan Treatment: Post-Confirmation, JDF's Secured Claim shall be Allowed and paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) or execute a modification to JDF's existing loan documents that is consistent with the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note or modifications, JDF shall retain all Pre-Petition liens on property transferred to Bliss LLC under the Plan.

6.7 *Class HS6* shall consist of the Secured Claim held by JDF arising out of the Revolution and Highline's obligations under a Loan Contract-Security Agreement, dated September 13, 2011, and related lien documents.

Plan Treatment: Post-Confirmation, JDF's Secured Claim shall be Allowed and paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) or execute a modification to JDF's existing loan documents that is consistent with the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note or modifications, JDF shall retain all Pre-Petition liens on property transferred to Bliss LLC under the Plan.

6.8 *Class HS7* shall consist of the Secured Claim held by JDF arising out of the Revolution and Highline's obligations under a Loan Contract-Security Agreement, dated September 8, 2012, and related lien documents.

Plan Treatment: Post-Confirmation, JDF's Secured Claim shall be Allowed and paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) or execute a modification to JDF's existing loan documents that is consistent with the terms set forth in Schedule 1.

Lien Retention: To secure Bliss LLC's obligations under the new note or modifications, JDF shall retain all Pre-Petition liens on property transferred to Bliss LLC under the Plan.

6.9 *Class HS8* shall consist of the Secured Claim held by Zions arising out of the Debtors' obligations under a Security Agreement and Promissory Note dated January 3, 2012 and related Lien documents (Schedule No. 3409).

Plan Treatment: Post-Confirmation, Zions' Secured Claim shall be Allowed and paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) evidencing the obligation.

Lien Retention: To secure Bliss LLC's obligations under the new note, Zions shall retain all Pre-Petition liens on property transferred to Bliss LLC under the Plan.

Application of Pre-Confirmation Adequate Protection Payments: Amounts paid to Zions as adequate protection during the pendency of the Debtors' case shall be applied to post-petition interest and reduction of the principal amount of the claim at confirmation in the same amounts as set forth in the underlying note (approximately $225 in interest and $2,340 in principal reduction monthly).

6.10 *Class HS9* shall consist of the Secured Claim held by WFFL in two 2009 Parma Trailers (a 36' Parma Spinner Combo Trailer and a 36' Parma Forage Trailer) that are in Highline's possession pursuant to an executory purchase contract with Crystal Springs but which are subject to WFFL's pre-existing rights as a lessor or secured

creditor under a Vehicle Lease, dated January 20, 2009, between WFFL and Crystal Springs.

Plan Treatment: Pursuant to the terms of the settlement agreement attached hereto as Exhibit B (to be approved upon Confirmation or by earlier motion), Highline shall assume and assign to Bliss LLC its executory purchase contract with Crystal Springs (which required direct payment to WFFL of WFFL's lease obligations in exchange for transfer of title). Bliss LLC will pay the equivalent of the remaining amounts due under the executory contract directly to WFFL pursuant to the settlement agreement. WFFL shall maintain its prepetition priority security interest in the trailers. WFFL shall amend its financing statement to include Bliss LLC as an additional debtor. Bliss LLC shall make the following payments to WFFL: $13,689.26 on December 15, 2013, $13,689.26 on January 15, 2014, and $11,910.00 on January 29, 2014. An additional cure payment of $16,977.00 (representing a Post-Petition lease payment made by Crystal Springs) will be paid to Crystal Springs by Bliss LLC as a full cure of all outstanding amounts owed under the assumed executory contract.

6.11 *Class BS6* shall consist of the Secured Claim held by America First that is secured by the Mortgage on the Bliss residence at 818 Bristlecone Lane, Delta, Utah (defined as the "Bliss Residence Mortgage"). The obligation, security agreement, and trust deed of America First shall be retained by American First, and Bliss shall assume

the same without change except that no default event shall be deemed to have occurred by reason of Bliss' bankruptcy filing.

6.12 *Class RS7* shall consist of the Secured Claim held by Stearns Bank arising out of obligations of Revolution under a Lease Agreement executed on June 11, 2010, and related lien documents (Lease No. 1209476).

Plan Treatment: On the Effective Date, the Debtors shall surrender the property described in the Lease Agreement in full satisfaction of Stearns Bank's Claim.

6.13 *Class BS7* consists of the Secured Claim of Bank of the West arising from obligations owed by Bliss under Equipment Lease Agreements dated July 9, 2008, and April 6, 2009, and related lien documents (Lease Nos. 080-4001947-003 and 040-4001947-004).

Plan Treatment: Post-Confirmation, Bank of the West's Secured Claim shall be paid according to the terms set forth in Schedule 1. Bliss LLC shall execute a new note (dated as of the Effective Date) evidencing the obligation.

Lien Retention: To secure Bliss LLC's obligations under the new note, Bank of the West shall retain all Pre-Petition liens on property transferred to Bliss LLC under the Plan.

6.14 *Classes RU1, HU1, and BU1* shall consist of all Unsecured Claims held by those parties identified in Schedule 3 for the value of goods received by the Debtors

within twenty (20) days before the Petition Date which were sold to the Debtors in the ordinary course of the Debtors' business.

Disputes: The Debtors or Bliss LLC expect to file Objections before the objection deadline to Claims as noted in Schedule 3.

Plan Treatment: Allowed Claims within this class shall be paid by Bliss LLC in full within five (5) months after the Effective Date in equal monthly installments pro-rated among the holders. Allowed Claims will accrue interest at the Plan Interest Rate from the Effective Date. But no Plan Interest will be paid, and Bliss LLC's obligation to pay Plan Interest will be satisfied, if payments are timely made in accordance with the Plan. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account shall be returned to Bliss LLC's operating account.

6.15 *Classes RU2, HU2, and BU2* shall consist of Unsecured Claims held by those parties identified in Schedule 4 whose claims are for Pre-Petition forage supplied to the Debtors. (*i.e.*, hay, silage, earlage, haylage, barlage, etc.).

Disputes: The Debtors or Bliss LLC expect to file Objections before the objection deadline to Claims as noted in Schedule 4.

Plan Treatment: Subject to provisions of the Plan on Modification of Payments to Unsecured Claims, all holders of Allowed Claims within this class will receive monthly payments equal to the amortized monthly payment of their Allowed Claims at the Plan Interest Rate over 60 months. As an alternative to the foregoing, *a holder that enters into a Feed Purchase Commitment with Bliss LLC for only the 2014 crop year* (i.e., a contract that is signed between the Effective Date and April 15, 2014) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claims at the Plan Interest Rate over 20 months beginning in the month that the Feed Purchase Commitment is executed. *A holder that enters into an initial Feed Purchase Agreement with Bliss LLC for both the 2014 and the 2015 crop years* (i.e. a contract that is signed for both years between the Effective Date and April 15, 2014) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claim at the Plan Interest Rate over 15 months beginning in the month that the Feed Purchase Commitment is executed. *A holder that enters into a Feed Purchase Commitment for the 2014 crop year and, later, enters into a Feed Purchase Commitment for the 2015 crop year* (i.e., a second contract that is signed

between October 31, 2014, and April 15, 2015) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claim at the Plan Interest Rate over 7 months. *A holder that does not enter into a Feed Purchase Commitment for the 2014 crop year but, later, enters into a Feed Purchase Commitment for the 2015 crop year* (i.e., a contract that is signed between October 31, 2014, and April 15, 2015) will receive monthly payments on the unpaid balance of the Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claims at the Plan Interest Rate over 12 months. The first monthly payment will be made on the last day of the calendar month in which the Effective Date occurs with subsequent payments on the last day of each calendar month thereafter. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account shall be returned to Bliss LLC's operating account.

6.16 *Classes RU3, HU3, and BU3* shall consist of all Unsecured Claims that are not otherwise classified and includes Claims against the Debtors held by those parties identified in Schedule 5.

Disputes: The Debtors or Bliss LLC expect to file Objections before the objection deadline to Claims as noted in Schedule 5.

Plan Treatment: Subject to provisions of the Plan on Modification of Payments to Unsecured Creditors, Bliss LLC shall pay Allowed Claims within this class in full, with Plan Interest, over approximately five years in monthly installments (pro-rated among the holders) of $48,000.00. The first monthly payment will be made on the last calendar day of the month in which the Effective Date occurs with subsequent payments on the last calendar day of each calendar month thereafter. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account and attributable to the Claim will be distributed to other holders of Allowed Claims in these classes on a pro-rated basis as part of the next scheduled payment. The disallowance of a Claim by entry of a Final Order shall not

alter or reduce the monthly aggregate amount of $48,000.00 that is paid to the holders of Allowed Claims in these classes.

6.17 *Classes RU4, HU4, and BU4* shall consist of all Unsecured Claims that are held by any one Debtor against another of the Debtors as noted in the Debtors' Schedules.

Disputes: The Debtors do not dispute any Claims within these classes.

Plan Treatment: Claims within these classes shall receive no payment or distribution.

6.18 *Classes RI and HI* shall consist of the limited liability company membership interests of Bliss, Timothy S. Bliss, Justin H. Bliss, and Michael Bliss in Revolution and Highline.

Disputes. The Debtors do not dispute any Interests within these classes.

Plan Treatment: There shall be no distribution on account of Interests. Nevertheless, each holders' Interest in Revolution and Highline shall be converted into membership interests in Bliss LLC according to the percentages set forth in Schedule 6. Confirmation of the Plan shall constitute the consent of all members of Revolution and Highline to the merger of Revolution and Highline contemplated herein.

ARTICLE 7

SPECIAL PROVISIONS FOR TREATMENT OF CLASSIFIED CLAIMS

7.1 *Holders of Secured Claims Which Also Hold Class RU1, HU1, or BU1 Claims.* To the extent that the holder of a Secured Claim (whether Allowed or Disputed) also holds a Class RU1, HU1, or BU1 Claim, the payments on the RU1, HU1, or BU1 Claim shall be credited against the monthly payments under the new notes on account of the Secured Claim. The amount payable as an RU1, HU1, or BU1 Claim will be paid (and not held in the Disputed Claims Holding Account) even if the Secured Claim is Disputed. This payment scheme shall be reflected in the new notes given to holders of such Secured Claims.

7.2 *Payments Relating to WAC, Poulsen, and KC Farm's.* Payments made to WAC as the holder of its class RS2, HS2, and BS2 Secured Claims shall be credited and applied against amounts owed to Poulsen and KC Farm's as holders of Allowed Class RU1, HU1, BU1 and RU3, HU3, and BU3 Claims. Conversely, all payments to Poulsen and KC Farm's on account of their Allowed Class RU1, HU1, BU1, RU3, HU3, and BU3 Claims shall be made payable jointly to WAC and shall be credited and applied against amounts owing to WAC.

7.3 *Holders of Unsecured Claims Asserting Joint and Several Liability.* Holders of Claims in classes RU1, HU1, BU1, RU2, HU2, BU2, RU3, HU3, and BU3

that have Allowed Claims that are owed jointly and severally by the Debtors shall be treated, for purposes of distribution under the Plan, as having a single Claim.

ARTICLE 8

MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

8.1 *Formation of Bliss LLC.* On or before the Effective Date, Robert E. Bliss, Timothy S. Bliss, Michael Bliss, and Justin Bliss shall organize Bliss LLC into which Revolution and Highline will merge. Bliss LLC's organizational documents: (a) shall prohibit the issuance of non-voting equity securities, and (b) if after the date of formation there are multiple classes of equity, shall provide for an appropriate distribution of voting power among all equity-holders, each as required by 11 U.S.C. § 1123(a)(6).

8.2 *Post-Confirmation Ownership and Management of Bliss LLC.* Membership interests in Bliss LLC shall be in the percentages set forth in Schedule 6. Timothy S. Bliss will be the initial manager of Bliss LLC.

8.3 *Transfer of Property*. Except for Pre-Petition liens retained herein and any liens authorized by the Court Post-Petition, on the Effective Date, all property of Revolution and Highline and all Bliss Dairy Assets shall be transferred (by operation of law through merger of Revolution and Highline or by appropriate transfer documents) to Bliss LLC free and clear of all Pre-Petition and Post-Petition liens, Claims, and Interests.

8.4 *Assumption of Liabilities*. Except for the Bliss Residence Mortgage, Bliss LLC shall assume Post-Petition liabilities and payment obligations of the Debtors including all liabilities and payment obligations described under the Plan.

8.5 *Bliss Residential Mortgage*. The Bliss Residence Mortgage shall be paid by Bliss from Post-Petition earnings and social security benefits of Bliss.

8.6 *Bliss Cash Contribution.* On the Effective Date, Bliss shall transfer $22,588.35 (representing the full Pre-Petition balance of Bliss' personal accounts at Zions First National Bank, N.A. and Scott Trade) to Bliss LLC.

8.7 *Bliss Note*. On the Effective Date, Bliss shall execute a Promissory Note payable to Bliss LLC in the amount of $50,000 (representing the approximate liquidation value of the Bliss Personal Assets) payable as follows: (a) $12,100 within five (5) days following the Effective Date (the sole source of these funds shall be from Post-Petition social security payments received by Bliss); and (b) the remaining $37,900 shall be paid in 60 equal monthly payments of $635 with no interest. If any payment is more than 10 days late, then Bliss LLC may send a written notice of default to Bliss, and if such payment default is not cured within 10 days of such written notice of default, then Bliss LLC may enforce such payment obligation using all procedures and legal remedies available under the laws of Utah for collection of such a debt.

8.8 *Business Operations*. Bliss LLC shall continue operation of the Debtors' Pre-Petition dairy businesses after the Effective Date.

8.9 *Herd Management*. Bliss LLC shall employ a professional herd manager. The first of these managers shall be Robert Corbett, Ph.D.

8.10 *Payments Due on the Effective Date*. Bliss LLC shall use Estate Cash to pay all amounts required under the Plan to be paid as of the Effective Date.

8.11 *Adequate Protection Payments.* The Debtors shall continue to make adequate protection payments to the holders of Secured Claims that come due between the Confirmation Hearing and the date that the first payment to the holder is due according to Schedule 1.

8.12 *Post-Confirmation Plan Obligations and Operating Expenses.* Bliss LLC shall pay post-Confirmation obligations under the Plan and ongoing debts incurred in the ordinary course of Bliss LLC's business from Estate Cash, post-Confirmation earnings, and, if necessary, subsequent loans or capital contributions.

8.13 *Post-Confirmation Professional Fees and Costs.* Bliss LLC shall pay fees and expenses incurred post-Confirmation by its professionals in the ordinary course of Bliss LLC's business. Bliss LLC and its professionals shall not be required to obtain authorization for such payments under applicable provisions governing employment and payment of professionals in a bankruptcy case.

8.14 The Debtors and Bliss LLC are authorized to execute any documents necessary to effectuate the merger of Revolution and Highline and the transfers of assets contemplated under the Plan.

ARTICLE 9

DISTRIBUTIONS TO MEMBERS OF BLISS LLC

Except as may be necessary to pay income tax obligation of its members that are directly attributable to income recognized by Bliss LLC and not otherwise offset by loss carry forwards (which are expressly authorized under the Plan), Bliss LLC shall be prohibited from making any distribution on account of any membership interest until all Claims in classes RU3, HU3, and BU3 are paid in full with Plan Interest.

ARTICLE 10

INTER-DEBTOR RELATIONSHIPS

10.1 *No Distinct Obligations.* After transfers of assets to, and assumptions of Plan obligations by, Bliss LLC, there shall be no further distinction as to separate and individual creditor Claims against the Debtors and all liabilities and obligations will be deemed those of Bliss LLC.

10.2 *Continued Maintenance of Separate Dairy Units for Purposes of Tracking Milk Production and Fulfilling of Executory Milk Purchase Agreements.* Notwithstanding the foregoing, Bliss LLC shall retain separate units within its farm operations designated

as the "Revolution Unit," the "Highline Unit," and the "Bliss Unit" which shall correspond to the Debtors' pre-Confirmation dairy operations for the purpose of maintaining, monitoring, and fulfilling performance and sale obligations under assumed and assigned executory milk purchase contracts with DFA and IFS.

10.3 *Retention of Separate Status for Purposes of Claims Determination and Litigation.* The Debtors retain all rights and claims under any applicable law that may depend upon the separate and distinct economic identity of the Debtors including, without limitation, claims relating to application of §§ 506, 544, and 548. Moreover, nothing in this Plan shall be construed to characterize the Debtors as having been substantively consolidated.

ARTICLE 11

LEASES AND EXECUTORY CONTRACTS

11.1 *Pre-Petition Leases and Executory Contracts to be Assumed and Assigned*. Upon the Effective Date, the Pre-Petition leases and executory contracts listed on Schedule 7 shall be assumed by the Debtors and assigned to Bliss LLC or rejected by the Debtors as indicated. Any lease or executory contract not identified in Schedule 7 as being assumed or rejected under the Plan shall be deemed rejected at Confirmation. As to each of the assumption agreements identified in Schedule 7, the Debtors have, or will (prior to Confirmation) seek approval of stipulations which, upon Court approval, will

control the continuing obligations of the respective parties. Bliss LLC shall fulfill all executory obligations of the Debtors under the assumed and assigned leases and executory contracts after the Effective Date.

11.2 *Cure Amounts*. Upon the Effective Date and in conjunction with assumption, Bliss LLC shall cure all pre-Confirmation defaults and compensate the parties to such contracts and leases for actual pecuniary losses in the amounts set forth in Schedule 7 in full satisfaction of the Debtors' obligations under § 365(b)(1)(A) & (B).

11.3 *Adequate Assurance of Future Performance*. Confirmation of the Plan shall constitute adequate assurance of future performance of assumed leases and executory contracts as required under § 365(b)(1)(C).

11.4 *Rejection Claims.* A party to a lease or executory contract that is rejected must file a proof of Claim arising from such rejection within 21 days after Confirmation. Failure to file a proof of Claim by this deadline will result in disallowance of the Claim. Such Claim, if Allowed, will be treated as a Claim in class RU3, HU3, or BU3 as appropriate.

ARTICLE 12

PLAN OVERSIGHT COMMITTEE

12.1 *Formation.* On, or within 21 days after Confirmation, the POC shall be formed. The POC shall consist of five creditors holding Allowed Unsecured Claims in

classes RU3, HU3, or BU3. The first three members will be solicited and selected by the Committee. After providing notice of such selection, the remaining two members will be solicited and selected by Bliss LLC. If a member who was selected by the Committee resigns, then a replacement will be selected by the remaining two members who were selected by the Committee. If a member selected by Bliss LLC resigns, then a replacement will be solicited and selected by Bliss LLC. The POC may adopt rules or bylaws governing its operations, which may permit telephonic meetings, election of a chairperson, proxy voting, and procedures to address conflicts.

12.2 *Duties of the POC.* The POC shall:

(a) review and approve all Post-Confirmation objections to Claims that are proposed to be filed by Bliss LLC, based on the merits and cost effectiveness of such proposed objections, where the amount in dispute is less than $3,000 or greater than $250,000;

(b) review and approve all settlements of Disputed Claims, and review and approve all litigation and settlements of causes of action, where the amount in controversy exceeds $25,000;

(b) monitor Bliss LLC's performance under the Plan, including the timely remittance of Plan payments and compliance with collateral value maintenance and production requirements under new notes with holders of

Secured Claims;

(c) obtain and analyze financial information from Bliss LLC and Bliss LLC's professionals as the POC shall reasonably request;

(d) approve Bliss LLC's purchase of Dairy Herd and Capital Assets as further provided herein;

(e) approve any modification of payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 as further provided herein; and

(f) meet on the fourth Monday of each calendar month with Bliss LLC's management at Bliss LLC's offices located near Delta, Utah in furtherance of performing the duties set forth above.

12.3 *Access to Records and Use of Professionals*: For purposes of performing its duties, the POC shall have access to Bliss LLC's books and records and shall have authority to requests reports and analysis from Bliss LLC and Bliss LLC's professionals (including its accounting firm and its herd manager). Before making a request from Bliss LLC's professionals, the POC shall give Bliss LLC reasonable notice of the report or analysis requested.

12.4 *Compensation and Expenses*. Bliss LLC shall fund the POC with $20,000 per year paid in equal monthly installments to be used as deemed appropriate by the POC to pay compensation to, and reimburse expenses of, its members and to hire outside

professionals if the POC elects to retain such professionals. The POC may direct Bliss LLC how (or to whom) such payments shall be made.

12.5 *Good Faith*. The POC shall exercise its obligations and duties in good faith and in the best interests of creditors.

12.6 *Limitation of Liability*. With the exception of gross negligence and willful misconduct, neither Bliss LLC nor any third party shall have any claim against the POC or its members for conduct within the scope of the POC's duties.

12.7 *Breach of Obligations or Duties.* If Bliss LLC or the POC breaches its respective obligations or duties to other (as contained in this Article or in Articles 13 and 14), the non-breaching party will give written notice to the other and the breaching party shall have 15 days to cure. If not cured, the non-breaching party may declare a POC-related default. Upon declaration of such a default, the non-defaulting party may move the Court to compel compliance or for such other legal or equitable remedy as may be appropriate in the circumstances.

12.8 *Termination.* Upon payment of all amounts required to classes RU2, HU2, BU2, RU3, HU3, and BU3, the POC shall be terminated, and its members shall be discharged of their duties.

ARTICLE 13

MODIFICATION OF PAYMENTS TO UNSECURED CREDITORS

13.1 *Reduction or Suspension*. Bliss LLC may reduce or suspend payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 according to the following procedures:

(a) Within a reasonable time before payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 are due, Bliss LLC shall request authorization for a reduction or suspension of such payments from the POC.

(b) After consideration of Bliss LLC's request, the POC may (but is not required) to authorize reduction or suspension of one or more monthly payments due to classes RU2, HU2, BU2, RU3, HU3, and BU3; provided, however, that the POC may not authorize any reduction or suspension of one or more monthly payments to classes RU2, HU2, and BU2 without first suspending all monthly payments to classes RU3, HU3, and BU3 during the same time periods.

(c) If reduction or suspension is authorized, Bliss LLC shall send a notice of reduction or suspension to creditors at the same time and in the same manner that payments are to be sent.

(d) Bliss LLC shall have a continuing obligation to pay the full amount of any monthly payment that is reduced or suspended by either augmenting a regular monthly payment in accordance with the augmentation provisions set forth below

or by extending the term during which monthly payments are made to the holders of such Claims.

13.2 *Augmentation.* Bliss LLC shall augment payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 according to the following procedures:

(a) With the consent of the POC, Bliss LLC may augment monthly payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 at any time.

(b) At any time there is Excess Cash, the POC may, in its discretion, require that Bliss LLC use such Excess Cash to augment monthly payments to classes RU2, HU2, BU2, RU3, HU3, and BU3. Examples of the mechanics of such determination and exercise of discretion by the POC are contained in Exhibit D.

(c) Any authorized augmentation shall be pro-rated among classes RU2, HU2, BU2, RU3, HU3, and BU3, and shall be applied to reduce or satisfy the last payments due to the holders of such Claims.

ARTICLE 14

CAPITAL IMPROVEMENTS

14.1 *General Prohibition.* Except with the prior authorization of the POC or as otherwise provided in this Article, Bliss LLC shall be prohibited from increasing the size of the Dairy Herd or acquiring Capital Assets until after termination of the POC.

14.2 *Increasing the Dairy Herd.* Bliss LLC shall be authorized to increase the Dairy Herd as necessary to maintain the total number of Milking Cows up to, but not to exceed, 8200 for the purpose of meeting minimum quotas under the terms of the new notes and related loan documents with holders of Allowed Secured Claims including Rabo.

14.3 *Other Capital Assets*. Bliss LLC shall be authorized to acquire any Capital Asset that has a cost of less than $20,000.

14.4 *Notice and Consultation*. Notwithstanding the authorization given under Articles 14.2 and 14.3, Bliss shall give the POC reasonable notice before increasing its Dairy Herd or acquiring a Capital Asset and solicit the POC's views and comments.

ARTICLE 15

PAYMENTS

15.1 *Manner of Payment*. Unless other mutually acceptable arrangements are made between the Debtors and the holder of an Allowed Administrative Expense or Allowed Claim, Bliss LLC shall make payments required hereunder by check which will be mailed (first-class, postage prepaid) to the holder of the Allowed Claim or Allowed Administrative Expense. A payment shall be deemed made when mailed.

15.2 *Right to Rely on Information*. Bliss LLC shall be entitled to rely on the addresses contained in the Schedules and Exhibits attached to this Plan in making

payments required hereunder. Every holder of an Allowed Claim has the duty to ensure that its address is listed correctly. Bliss LLC may, but shall have no duty to, search for, obtain, or make corrections to contact and mailing information in the absence of correction by the holder of an Allowed Claim.

15.3 *Forfeiture of Payments*. Holders of Allowed Claims or Allowed Administrative Expenses shall be deemed to have forfeited their right to a payment hereunder if (a) a payment check is returned as undeliverable, as having an incorrect address, or the like, and such party does not contact Bliss LLC within 90 days of the check being originally mailed, or (b) a payment check is not paid by the payor bank within 90 days after it is mailed.

ARTICLE 16

BAR DATES, DEADLINES, OBJECTION TO CLAIMS

16.1 *Administrative Expense Bar Date*. Unless an earlier date is ordered by the Court, the bar date for the filing of applications for allowance of any pre-Confirmation administrative expense (except for those of the Debtors' or Committee's professionals and taxing entities) under § 503(b) shall be the Confirmation Hearing. The Internal Revenue Service and the Utah State Tax Commission shall have 45 days after the relevant return is filed with the insolvency departments of those taxing authorities to file an application for allowance of any pre-Confirmation administrative expenses. For the

Internal Revenue Service, these returns may include quarterly Form 941 returns, Form 940 and a Form 1041. With respect to pre-Confirmation administrative expense claims of the Debtors' and Committee's professionals, the deadline for filing the same shall be the Effective Date.

16.2 *Claims Bar Date*. The bar date for filing proof of claims for non-government creditors is May 28, 2013. Except as otherwise provided herein, any proof of Claim filed after that date shall be deemed disallowed unless the holder of such Claim has obtained an order of the Court allowing the late-filing of the Claim that is entered before the Confirmation Hearing.

16.3 *Amendment of Claims*. Except as otherwise provided for herein, no proof of Claim may be amended to increase the amount of any Claim after the Confirmation Hearing.

16.4 *Objections to Claims*. Except as otherwise provided for herein, objections to Claims must be filed no later than 21 days after the Effective Date and, upon the filing of any such objections, shall be scheduled for hearing promptly in accordance with the applicable bankruptcy rules of procedure. Any party in interest with a financial stake in the outcome of an objection to a Claim may object to such Claim or join in the prosecution of any pending objection to such Claim.

ARTICLE 17

EFFECT OF CONFIRMATION

17.1 *Binding Effect.* Upon the Effective Date, the provisions of the Plan shall bind the Debtors, Bliss LLC, creditors, and all parties in interest regardless of whether or not such persons or entities have impaired claims under the Plan or whether or not such persons or entities have accepted the Plan.

17.2 *Vesting of Property*. Property of the Debtors' Estates shall vest in Bliss LLC upon the Effective Date free and clear of all liens, Claims and Interests except as provided for or retained under the Plan.

17.3 *Discharge.* Upon the Effective Date, Revolution and Highline shall receive a discharge. On, or after, the Effective Date, Bliss shall receive a discharge contingent upon a finding by the Court of cause, after notice and a hearing, as required under § 1141(d)(5)(A). The discharge shall apply to all pre-Confirmation debts, and all creditors and parties in interest shall be permanently enjoined from commencing or pursuing any action against the Debtors or Bliss LLC other than to enforce the obligations created or preserved under this Plan.

ARTICLE 18

GUARANTOR AND THIRD-PARTY LIABILITY

No provision of this Plan shall be construed to discharge or modify any debt owed by a guarantor or other third party that may be liable with the Debtors on any debt provided for under the Plan.

ARTICLE 19

MODIFICATION OF PLAN

19.1 *Modification Prior to Confirmation*. The Debtors may modify the Plan at any time before Confirmation provided that the Plan, as modified, meets applicable confirmation requirements and does not constitute a material change in the Plan that would require the re-solicitation of ballots from a class of creditors that is adversely affected by any such modification. If the Debtors file a modification of the Plan with the Court, the Plan as modified will become the Plan.

19.2 *Modification After Confirmation.* The Debtors may modify the Plan at any time after Confirmation and before substantial consummation provided that the Plan, as modified, meets applicable confirmation requirements. The Plan, as modified, after Confirmation will become the Plan only if circumstances warrant such modification and the Court, after notice and hearing, confirms the Plan as modified. If the Court makes

such a determination and approves such modification, it shall be deemed accepted by all holders of claims that have previously accepted the Plan.

ARTICLE 20

DEFAULT

20.1 *Rights of Secured Creditors.* A default shall occur with respect to payment of an Allowed Secured Claim if a payment is not made and/or cured according to the terms of the new notes provided for under the Plan. Upon default, the holder shall be entitled to enforce its modified debt and lien rights according to the terms of the new note and under any applicable law.

20.2 *Rights of Unsecured Creditors*. A default shall occur with respect to payment of an Allowed Unsecured Claim or Allowed Administrative Expense if Bliss LLC fails both to make and to timely cure any payment or distribution required under the Plan. The aggrieved party shall be required to provide written notice of such default to Bliss LLC. Bliss LLC shall have ten (10) days after its actual receipt of such written notice to cure the default. Absent cure, the holder of an Allowed Claim or Allowed Administrative Expense shall be entitled to accelerate all payments due on account of its Allowed Claim or Allowed Administrative Expense and enforce its debt.

ARTICLE 21

SETTLEMENTS

The settlements between the Debtors and Cargill (attached as Exhibit B) and among the Debtors and WFFL (attached as Exhibit C) shall be approved as part of the Plan. The releases granted to certain secured creditors in Article 6 of the Plan shall also be approved as part of the Plan and shall be effective as of the Effective Date. All settlements and releases shall be referenced and incorporated into the Confirmation Order.

ARTICLE 22

RETENTION OF JURISDICTION

The Court shall retain jurisdiction after Confirmation for the purposes of: (a) fixing an allowance of any Administrative Expense; (b) hearing and determining any objection to a Claim; (c) hearing and determining all causes of action, controversies, disputes, or conflicts that were pending before Confirmation; (d) correcting any defect, curing any omission, or reconciling any inconsistency in the Plan or order of confirmation as may be necessary to carry out the purpose and intent of the Plan; (e) issuing any order necessary to implement the Plan, including without limitation, such declaratory and injunctive orders as are appropriate to protect the Debtors' Estates from actions of creditors, or other parties in interest; (f) hearing and determining any dispute

relating to the terms or implementation of the Plan or to the rights or obligations of any parties in interest with respect thereto; (g) confirming a Plan after modification pursuant to § 1127(b); (h) considering and adjudicating any claim that a creditor, or group of creditors, could have brought pre-Confirmation under § 510; (i) hearing motions filed pursuant to Article 12.7 of the Plan and granting relief as may be appropriate; and (i) entering orders concluding and terminating this bankruptcy case.

ARTICLE 23

FINAL DECREE

The Debtors shall seek a Final Decree under § 350 (and Bankruptcy Rule 3022) as soon as practicable after the Debtors' Estates are fully administered.

ARTICLE 24

CLAIMS RETAINED UNDER THE PLAN

All claims arising under the Bankruptcy Code (including, without limitation, claims under §§ 510, 544, 547, 548, 549, 550) that are not released under the Plan shall be retained. All claims and causes of action identified in Schedule 10 shall also be retained. Bliss LLC shall be appointed as representative of the Debtors' Estates for the purpose of enforcement of all retained claims of the Debtors and their Estates that have not been settled or released by this Plan, with the exception of any claim that a creditor, or group of creditors, could have brought pre-Confirmation under § 510.

ARTICLE 25

MISCELLANEOUS

25.1 *Calculation of Time Periods.* The calculation of time periods and deadlines herein shall be governed by Federal Rule of Bankruptcy Procedure 9006.

25.2 *Notices to the Reorganized Debtors*. Notices to the Debtors or Bliss LCC shall be deemed proper only if delivered or mailed to:

Timothy Bliss
1240 South Milky Way Lane
P.O. Box 848
Delta UT 84624

25.3 *Reports.* The Debtors shall file a post-confirmation summary report in conformity with Local Rule 2081-1(c) within 90 days of the Effective Date.

DATED this 10th day of October, 2013.

REVOLUTION DAIRY, LLC

By:/s/ Timothy Bliss
Timothy S. Bliss, manager

HIGHLINE DAIRY, LLC

By:/s/ Timothy Bliss
Timothy S. Bliss, manager

/s/ Robert E. Bliss
Robert E. Bliss

/s/ Judith Kay Bliss
Judith Kay Bliss

Prince, Yeates & Geldzahler A Professional Corporation	**Parsons Kinghorn Harris** A Professional Corporation	**Berry & Tripp P.C.**
/s/	/s/	/s/
Michael N. Zundel Adam S. Affleck T. Edward Cundick Attorneys for Revolution Dairy, LLC	George Hofmann Victor Copeland Steven C. Strong Attorneys for Highline Dairy, LLC	David T. Berry Attorneys for Robert and Judith Bliss dba Bliss Dairy

g:\asa\revolution dairy, llc\plan documents\plans\plan dated october 10, 2013\joint plan dated october 10, 2013 (final.10-31-13).docx

SCHEDULE 1
MODIFIED PAYMENT TERMS FOR SECURED CREDITORS

Creditor	Class	Amount	General Description of Collateral	Term in Years	Interest Rate	Anticipated Date of 1st Payment	Monthly Payment Amount	Notes
MLIC Asset Holdings LLC c/o Stoel Rives LLP Attn: Danny Kelly 201 S. Main St. #1100 Salt Lake City, UT 84111	RS1 HS1 BS1	$ 10,725,315	Land, Milk Check	15 (10 year balloon)	5.53% (adj'd. 5 years after the Effective Date to a rate not to exceed the then-current 5-year T-bill + 4.13%)	Nov. 1, 2013	$ 87,805.61	Disputes settled under plan, subject only to the fee resolution provision set forth in confirmation order.
Western AgCredit, PCA Attn: LaMar Barrington P.O. Box 95850 South Jordan, UT 84095	RS2 HS2 BS2	$ 730,380	Cattle	5	3.25%	Oct. 31, 2013	First Five Payments: $55,592; next 55 payments: $8,990.88	Initial enlarged payments pursuant to 20-day goods claims of LaMont Poulsen and KC Farm's. Disputed. Claim amount and payment amount may be reduced or eliminated through litigation.
Rabo Agrifinance, Inc. Attn: Loan Servicing 12443 Olive Blvd. St. Louis, MO 63141	RS3 HS3 BS3	$ 15,625,000	Cattle, Milk Check, Land, Equipment, Receivable, Accounts, Vehicles, and all of Rabo's other prepetition collateral	11 (Seven year Balloon)	5.53% (adj'd. 5 years after the Effective Date to higher of 5.53% or WSJ prime rate + 2.25%)	Sept. 1, 2013	$ 157,000.00	Disputes settled under plan. Payments began September 1, 2013, but the balloon comes due seven years after the Effective Date.
Delta Cache, LLC James C. Jenkins Olson & Hoggan, P.C. 130 S. Main St., Ste. 200 Logan, UT 84321	RS4 HS4 BS4	$ 1,325,604	Cattle, Milk Check, Land, Equipment, Receivable, Accounts	9 (Seven year Balloon)	3.50%	Oct. 31, 2013	First Five Payments: $81,786.86; remaining payments: $10,464.11.	Initial enlarged payments pursuant to 20-day goods claim. Dispute settled under plan.
Intermountain Farmers Assn. Robert S. Prince Kirton McConkie 60 E. South Temple, Ste. 1800 Salt Lake City, UT 84111	RS5 HS5 BS5	$ 2,224,886	Cattle, Milk Check, Land, Equipment, Receivable, Accounts	9 (Seven year Balloon)	4.00%	Oct. 31, 2013	$ 25,000.00	$70,000 in adequate protection payments will be applied against IFA's separate claim for goods delivered within 20 days of the petition. Disputes settled under plan.
John Deere Financial Sherilyn A. Olsen c/o Holland & Hart LLP 222 S. Main St. Ste. 2200 Salt Lake City, UT 84101	RS6	$ 123,356	John Deere 8400 Row-Crop Tractors	5	2.90%	Oct. 31, 2013	$ 2,211.08	

SCHEDULE 1
MODIFIED PAYMENT TERMS FOR SECURED CREDITORS

Creditor	Class	Amount	General Description of Collateral	Term in Years	Interest Rate	Anticipated Date of 1st Payment	Monthly Payment Amount	Notes
John Deere Financial Sherilyn A. Olsen c/o Holland & Hart LLP 222 S. Main St. Ste. 2200 Salt Lake City, UT 84101	HS6	$ 96,804	Forage Harvester, Rotary Forage Head, Corn Head, Windrow Pickup	5	4.75%	Oct. 31, 2013	$ 1,815.74	
John Deere Financial Sherilyn A. Olsen c/o Holland & Hart LLP 222 S. Main St. Ste. 2200 Salt Lake City, UT 84101	HS7	$ 284,638	Forage Harvester	5	4.25%	Oct. 31, 2013	$ 2,564.13	
Bank of the West 475 Sansome St. 19th Floor San Francisco, CA 94111	BS7	$ 49,827	Leased Equipment	5	4.00%	Oct. 31, 2013	$ 914.60	Leases referenced in Bliss proof of claim 18.
Zions Commercial Credit Legal Services, UT ZB11 0877 P.O. Box 30707 Salt Lake City, UT 84130	HS8	$ 43,590	2001 John Deere Tractor	18 mos.	7.035%	Nov. 30, 2013	$ 2,564.13	POC filed for $57,451.12 owing on the petition date, but regular monthly payments have been made (except in Feb. and Mar. 2013) as adequate protection, reducing the principal owing on the effective date. Last payment will be appx. $2,462.95.
Wells Fargo Financial Leasing 800 Walnut Street MAC F-4031-050 Des Moines, IA 50309	HS9	$ 39,288.52	2 Parma Trailers	irregular payments (no interest): Dec. 15, 2013: $13,689.26 Jan. 15, 2014: $13,689.26 Jan. 29, 2014: $11,910.00		Dec. 15, 2013		

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SCHEDULE 2

UNSECURED PRIORITY CLAIMS

REVOLUTION DAIRY, LLC					
Name	**Scheduled Claim**	**Claim No.**	**Proof of Claim**	**Proposed Distribution**	**Comments**
IRS Special Procedures 50 South 200 East Mail Stop 5021 Salt Lake City, UT 84111	$7,357.54	1	$0.00	$0.00	
Utah State Tax Commission 210 North 1950 West Salt Lake City, UT 84134	$1,903.81			$1,903.81	
Workers Compensation Fund	$2,581.55			$2,581.55	
			Total	**$4,485.36**	

HIGHLINE DAIRY, LLC					
Name	**Scheduled Claim**	**Claim No.**	**Proof of Claim**	**Proposed Distribution**	**Comments**
IRS Special Procedures 50 South 200 East Mail Stop 5021 Salt Lake City, UT 84111	$9,515.24	1	$834.47	$834.47	
Utah State Tax Commission 210 North 1950 West Salt Lake City, UT 84134	$2,352.21			$2,352.21	
			Total	**$3,186.68**	

BLISS, ROBERT & JUDITH					
Name	**Scheduled Claim**	**Claim No.**	**Proof of Claim**	**Proposed Distribution**	**Comments**
IRS Special Procedures 50 South 200 East Mail Stop 5021 Salt Lake City, UT 84111	$5,177.70	2	$0.00	$0.00	
Utah State Tax Commission 210 North 1950 West Salt Lake City, UT 84134	1,352.93			$1,352.93	
			Total	**$1,352.93**	

Grand Total	**$9,024.97**	

SCHEDULE 3

CLASSES RU1, HU1, BU1

(20-DAY GOODS CLAIMS)

Summary of Plan provisions (See Plan text for full details, including paragraph 6.14)

Classes RU1, HU1, and BU1 shall consist of all Unsecured Claims held by those parties identified in Schedule 3 for the value of goods received by the Debtors within twenty (20) days before the Petition Date which were sold to the Debtors in the ordinary course of the Debtors' business.

Disputes: The Debtors or Bliss LLC expect to file objections before the objection deadline to claims as noted in Schedule 3.

Plan Treatment: Allowed Claims within this class shall be paid by Bliss LLC in full within five (5) months after the Effective Date in equal monthly installments pro-rated among the holders. Allowed Claims will accrue interest at the Plan Interest Rate from the Effective Date. But no Plan Interest will be paid, and Bliss LLC's obligation to pay Plan Interest will be satisfied, if payments are timely made in accordance with the Plan. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account shall be returned to Bliss LLC's operating account.

	Revolution (RU1)	Highline (HU1)	Bliss (BU1)	Total	Comments
Delta Cache James C. Jenkins Olson & Hoggan, P.C. 130 S. Main St., Ste. 200 Logan, UT 84321	$ 180,550.90	$ 180,291.40	$ 48,092.00	$ 408,934.30	
Cargill Dowling Aaron Inc. Attn. Christopher E. Seymour 8080 N. Palm Ave., 3rd Fl. Fresno, CA 93711	$ 116,066.20	$ 64,010.85	$ 42,735.91	$ 222,812.96	
Western AgCredit, PCA Jeffrey L. Shields, Callister Nebeker & McCullough 10 East South Temple, #900 Salt Lake City, UT 84133	$ 182,200.00	$ 74,160.00	$ 21,600.00	$ 277,960.00	The claims of Ted King Cattle, LaMont Poulsen, and K.C. Farm's Inc. for cattle delivered within 20 days of the petition, in the ordinary course, shall be paid jointly through payments to WAC. These payments will be made even if the Debtors are successful in disallowing the secured claim of WAC, but in such case the payments will be made directly to King, Poulsen, and K.C. Farm's Inc.
Courtesy Ace Hardware 266 West Main Delta, UT 84624	$ 718.89		$ 1,459.83	$ 2,178.72	The amount of the Bliss claim is disputed (should be $894.89). Debtors reserve the right to seek allowance of lesser amount, though they may determine that cost outweighs the benefit.
G&L Distributing 1700 East 2700 South Delta, UT 84624	$ 2,516.25		$ 3,258.50	$ 5,774.75	
GDS Corporation Giles Dairy Service 351 West 900 North Springville, UT 84663	$ 7,623.45	$ 10,516.60	$ 8,082.30	$ 26,222.35	
Jud Harward 1988 West Center St. Springville, UT 84663	$ 92,986.70	$ 24,513.40	$ 40,760.60	$ 158,260.70	
MWI Veterinary Supply 14659 Collections Center Drive Chicago, IL 60693	$ 14,336.00	$ 2,384.57	$ 8,047.91	$ 24,768.48	
Steve's Tire & Oil Inc. 615 North Main Street Fillmore, UT 84631	$ 6,779.20			$ 6,779.20	
Cardwell Distributing Inc. PO Box 27954 Salt Lake City, UT 84127		$ 1,977.00		$ 1,977.00	Cardwell sought court approval of an actual 503(b)(9) administrative claim in Bliss, which will be paid in full as an administrative expense at confirmation; Cardwell has a 20-Day Goods claim in Highline as reflected.
Greenline Equipment 795 So. Main Nephi, UT 84648		$ 449.44		$ 449.44	
Hatfield Mfg. Inc. 1823 Shoestring Road Gooding, ID 83330		$ 1,063.72		$ 1,063.72	
Lake Philgas 70 North 400 East Delta, UT 84624		$ 1,365.50		$ 1,365.50	

SCHEDULE 2

CLASSES RU1, HU1, BU1

(20-DAY GOODS CLAIMS)

	Revolution (RU1)	Highline (HU1)	Bliss (BU1)	Total	Comments
Nutrition Physiology Co. LLC Dept. 730028 P.O. Box 660919 Dallas, TX 75266		$ 2,700.00	$ 2,700.00	$ 5,400.00	
Swallow Ag LLC 4211 West 2100 North Fillmore, UT 84631		$ 20,012.05		$ 20,012.05	Disputed; Debtors believe the claim was paid in full prepetition. Debtors will object, and if successful, no claim will be allowed.
Thomas Petroleum LLC PO Box 540730 North Salt Lake, UT 84054		$ 10,408.69		$ 10,408.69	
Scholzen Products Co. Inc. PO Box 628 Hurricane, UT 84737			$ 3,275.38	$ 3,275.38	Debtors scheduled claim at $1,700.91, but believe amount owed is actually $3,275.38, and will therefore amend schedules to reflect higher amount.
Intermountain Farmers Ass'n PO Box 30168 Salt Lake City, UT 84130	$ 7,240.98	$ 10,312.91	$ 4,388.47	$ 21,942.36	Claim is for $91,942.36, but amount is reduced by $70,000 in adequate protection payments (allocated 33-47-20)
TOTAL	$611,018.57	$404,166.13	$184,400.90	$1,199,585.60	

SCHEDULE 4
CLASSES RU2, HU2, BU2
(Silage Farmers)

Summary of Plan provisions (See Plan text for full details, including paragraph 6.15)

Classes RU2, HU2, and BU2 shall consist of Unsecured Claims held by those parties identified in Schedule 4 whose claims are for Pre-Petition forage supplied to the Debtors. (*i.e* ., hay, silage, earlage, haylage, barlage, etc.).

Disputes: The Debtors or Bliss LLC expect to file objections before the objection deadline to claims as noted in Schedule 4.

Plan Treatment: Subject to provisions of the Plan on Modification of Payments to Unsecured Claims, all holders of Allowed Claims within this class will receive monthly payments equal to the amortized monthly payment of their Allowed Claims at the Plan Interest Rate over 60 months. As an alternative to the foregoing, a holder that enters into a Feed Purchase Commitment with Bliss LLC for only the 2014 crop year (i.e., a contract that is signed between the Effective Date and April 15, 2014) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claims at the Plan Interest Rate over 20 months beginning in the month that the Feed Purchase Commitment is executed. A holder that enters into an initial Feed Purchase Agreement with Bliss LLC for both the 2014 and the 2015 crop years (i.e. a contract that is signed for both years between the Effective Date and April 15, 2014) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claim at the Plan Interest Rate over 15 months beginning in the month that the Feed Purchase Commitment is executed. A holder that enters into a Feed Purchase Commitment for the 2014 crop year and, later, enters into a Feed Purchase Commitment for the 2015 crop year (i.e., a second contract that is signed between October 31, 2014, and April 15, 2015) will receive monthly payments on the unpaid balance of such Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claim at the Plan Interest Rate over 7 months. A holder that does not enter into a Feed Purchase Commitment for the 2014 crop year but, later, enters into a Feed Purchase Commitment for the 2015 crop year (i.e., a contract that is signed between October 31, 2014, and April 15, 2015) will receive monthly payments on the unpaid balance of the Allowed Claim equal to the amortized monthly payment of the remaining portion of its Allowed Claims at the Plan Interest Rate over 12 months. The first monthly payment will be made on the last day of the calendar month in which the Effective Date occurs with subsequent payments on the last day of each calendar month thereafter. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account shall be returned to Bliss LLC's operating account.

Name and Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
	Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
REVOLUTION DAIRY CLASS RU2								
Bassett, Howard 191 North 4000 West Delta, UT 84624	20,938.10	$0.00				$ 20,938	$0	
Church, Gary 800 East Main Street Delta, UT 84624	$3,736.26	$0.00				$ 3,736	$0	
Hales, Lonnie 488 East 500 North Hinckley, UT 84635	$0.00	$0.00	11	$3,659.76	$0.00	$ 3,660	0	Scheduled as Highline creditor.
Jensen, Phil 4275 North 3000 West Delta, UT 84624	$28,839.60	$0.00				$ 28,840	$0	
Johnson, Elwin 3560 North 3000 West Delta, UT 84624	$81,426.00	$0.00				$ 81,426	$0	
Lewis Legacy Farms, LLC 580 North 200 West Delta, UT 84624	$70,367.40	$0.00				$ 70,367	$0	
Liqua Dry 3000 North 7500 West Abraham, UT 84635	$1,381.30	$0.00				$ 1,381	$0	
Mortenson, Ken 4044 North 3000 West Delta, UT 84624	$6,503.27	$0.00				$ 6,503	$0	
Palmer, Mike 455 North Main Hinckley, UT 84635	$4,034.10	$0.00				$ 4,034	$0	
Rose, Mike Todd F. Anderson Anderson Law Center PC PO Box 193 Delta, UT 84624	$12,944.60	$0.00	19	$12,944.59		$ 12,945	$0	
Shiloah Communities dba EskDale Center 1100 Circle Drive Eskdale, UT 84728	$0.00	$0.00	4	$4,301.44		$ 4,301	0	Debtors believe the only debt owed to this creditor is the debt for $8,842.50 noted in the Highline schedules. Debtors will seek disallowance of the entirety of this claim.
Walker, Dave 5115 North 6000 West Delta, UT 84624	$54,966.80	$0.00				$ 54,967	$0	
Walker, Jim 2280 North 3000 West Delta, UT 84624	$48,873.20	$0.00				$ 48,873	$0	
Flagg, Douglas E. c/o Tex R. Olsen, Atty. 255 N 100 E Richfield, UT 84701						$ -		Per agreement, claim of $120,792.11 will be allowed for voting purposes only in class RU2

SCHEDULE 4
CLASSES RU2, HU2, BU2
(Silage Farmers)

Name and Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
	Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
HIGHLINE DAIRY LLC - CLASS HU2								
4-L Ranch 3280 North 3000 West Delta, UT 84624	$68,992.40	$0.00				$ 68,992	$0	Debtors believe the correct amount of this claim is $60,903.84. Debtors will file an objection to the claim seeking allowance of the reduced amount.
Anderson, Marion PO Box 52 Oak City, UT 84649	$12,907.10 $129,071.00	$0.00				$ 129,071	$0	Amended Schedules forthcoming to increase claim to higher amount stated
Ashby , Bill 3775 North 3000 West Delta, UT 84624	$43,317.60	$0.00				$ 43,318	$0	
Bassett, Howard 130 North 4000 West Delta, UT 84624	$5,027.40	$0.00				$ 5,027	$0	
Bennett, Gale 761 North 500 East Hinckley, UT 84635	$14,039.40	$0.00				$ 14,039	$0	
Circle V Farm c/o Donald Brown 685 North 400 West Hinckley, UT 84635	$1,378.35	$0.00				$ 1,378	$0	
Hales, Lonnie 488 East 500 North Delta, UT 84624	$3,659.76	$0.00				$ -	$0	Superceded by proof of claim filed in Revolution. Vote will be allowed only as a claim in Revolution.
Hanson, Kim PO Box 38057 Leamington, UT 84638	$22,548.60	$0.00				$ 22,549	$0	
Henrie, Thayne 2875 North 3000 West Delta, UT 84624	$4,053.06	$0.00				$ 4,053	$0	
Hepworth, Howard 1620 East 1450 South #30 St. George, UT 84790	$17,576.10	$0.00				$ 17,576	$0	
Johnson, Dan 2962 West 2500 North Delta, UT 84624	$180,227.00	$0.00				$ 180,227	$0	
Lovell, Morgan 420 S. Locust Lane Delta, UT 84624	$163,659.00	$0.00				$ 163,659	$0	
Shiloah Communities **dba EskDale Center** 1100 Circle Drive Eskdale, UT 84728	$8,842.50	$0.00				$ 8,843	$0	
Smith, Rick 2625 North 2000 West Delta, UT 84624	$1,212.00	$0.00				$ 1,212	$0	
Smith, Tyrell 2625 North 2000 West Delta, UT 84624	$13,127.90	$0.00				$ 13,128	$0	
Vincent, Frank PO Box 38096 Leamington, UT 84638	$4,340.80	$0.00				$ 4,341	$0	
Flagg, Douglas E. c/o Tex R. Olsen, Atty. Richfield, UT 84701						$ -		Per agreement, claim of $120,792.11 will be allowed for voting purposes only in class HU2
BLISS - CLASS BU2								
Big L Farms 26 West 4500 South Delta, UT 84624	$36,256.25	$0.00				$ 36,256	$0	
Knight, Don 547 West 1500 South Delta, UT 84624	$18,132.88	$0.00				$ 18,133	$0	
Leavitt, Keith c/o Big L Farms 26 West 4500 South Delta, UT 84624	$8,316.00	$0.00				$ 8,316	$0	
Nielson, Mike 267 So. Cottonwood Delta, UT 84624	$5,037.50	$0.00				$ 5,038	$0	
Roper, Dale 390 South 200 West Delta, UT 84624	$4,350.10	$0.00				$ 4,350	$0	
Shiloah Communities **dba EskDale Center** 1100 Circle Drive Eskdale, UT 84728	$0.00	$0.00	7	$3,954.50		$ 3,955	$0	Debtors believe the only debt owed to this creditor is the debt for $8,842.50 noted in the Highline schedules. Debtors will seek disallowance of the entirety of this claim.
Flagg, Douglas E. c/o Tex R. Olsen, Atty. 255 N 100 E Richfield, UT 84701						$ 120,792		Per agreement, claim of $120,792.11 will be allowed for voting purposes and distribution purposes in class BU2
				Total:		$ 1,216,225		

SCHEDULE 5

(RU3, HU3, BU3)

GENERAL UNSECURED CLAIMS

Summary of Plan provisions (See Plan text for full details, including paragraph 6.16)

Classes RU3, HU3, and BU3 shall consist of all Unsecured Claims that are not otherwise classified and includes Claims against the Debtors held by those parties identified in Schedule 5.

Disputes: The Debtors or Bliss LLC expect to file objections before the objection deadline to claims as noted in Schedule 5.

Plan Treatment: Subject to provisions of the Plan on Modification of Payments to Unsecured Creditors, Bliss LLC shall pay Allowed Claims within this class in full, with Plan Interest, over approximately five years in monthly installments (pro-rated among the holders) of $48,000.00. The first monthly payment will be made on the last calendar day of the month in which the Effective Date occurs with subsequent payments on the last calendar day of each calendar month thereafter. If a Claim within this class is disputed by the filing of a timely objection, payments that otherwise would be due to the holder of the Claim if the objection were denied shall be deposited in the Disputed Claims Holding Account pending resolution of the objection. If (and when) the Claim is Allowed by a Final Order, the holder will receive a distribution of any payments held in the Disputed Claims Holding Account and attributable to the Claim. If disallowed, the payments held in the Disputed Claims Holding Account and attributable to the Claim will be distributed to other holders of Allowed Claims in these classes on a pro-rated basis as part of the next scheduled payment. The disallowance of a Claim by entry of a Final Order shall not alter or reduce the monthly aggregate amount of $48,000.00 that is paid to the holders of Allowed Claims in these classes.

RU3

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
Cache Commodities	PO Box 387 Ogden, UT 84402	$14,680.60	$0.00				$14,681	$0	
Cargill, Inc.	8080 N. Palm Ave., 3rd Fl. Fresno, CA 93711			36-37			$115,909	$116,066	
Carquest	265 West Main Delta, UT 84624	$47.66	$0.00				$48	$0	
Cook Martin Poulson, P.C.	632 North Main Street Logan, UT 84321	$12,903.80	$0.00				$12,904	$0	
Courtesy Ace Hardware	266 West Main Delta, UT 84624	$1,025.42	$718.89				$307	$719	
Delta Auto & Appliance	341 West Main Street PO Box 606 Delta, UT 84624	$1,148.00 $1,316.30	$0.00				$1,316	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Delta Garbage Service, Inc.	PO Box 591 Delta, UT 84624	$400.00	$0.00				$400	$0	
Draper, Bryan dba Western Ag Industries	151 South Main Genola, UT 84655	$0.00	$0.00	20	$126,870.00		$0	$0	Per terms of Plan, repetitive claims filed in all three cases asserting joint and several liability will be paid only once. Claim allowed in Highline. Creditor may vote in all U3 classes.
Flagg, Douglas E.	c/o Tex R. Olsen, Atty. 255 North 100 East Richfield, UT 84701	$370,685.00	$0.00	21[R]	$378,335.11		$0	$0	Per terms of Plan, claim asserting joint and several liability will be paid only once. Claim allowed in Bliss. Creditor may vote claim in all U3 classes.

SCHEDULE 5

(RU3, HU3, BU3)

GENERAL UNSECURED CLAIMS

RU3

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
Frontier	PO Box 20550 Rochester, NY 14602	$270.42 $136.41	$0.00				$270	$0	Disputed. Debtors reserve the right to seek allowance of lesser amount, or disallowance of entire amount, though they may determine that cost outweighs the benefit.
G&L Distributing	1700 East 2700 South Delta, UT 84624	$5,614.75	$2,516.25	26	$5,664.75		$3,149	$2,516	
GDS Corporation	Giles Dairy Service 351 West 900 North Springville, UT 84663	$24,746.10	$6,826.75	33	$114,360.70		$106,737	$7,623	
Greenline Equipment	795 South Main Nephi, UT 84648	$1,603.56	$0.00				$1,604	$0	
Gunnison Bend Veterinary Services	1115 East Main Delta, UT 84624	$11,709.90	$0.00				$11,710	$0	
Harward, Jud	1988 West Center St. Springville, UT 84663	$307,525.00	$92,986.70	9	$180,535.80	$92,986.70	180,535.60	92,986.70	
Hermansen's Equipment	PO Box 513 Ephraim, UT 84627	$281.96	$0.00				$282	$0	
Industrial Tire Service	7331 NE Killingsworth Street Portland, OR 97218	$6,808.00	$6,808.00	23	$7,522.84	$0.00	$7,523		Debtors will file objection to claim, seeking to reduce claim by $408.48 to dispute postpetition service charges and fees.
Intermountain Healthcare	PO Box 410400 Salt Lake City, UT 84141	$1,712.63	$0.00				$1,713	$0	
J&S Financial Corp.	5152 W. Oak View Lane Highland, UT 84003	$2,000.00	$0.00				$2,000	$0	
John Deere Financial	fka FPC Financial PO Box 6600 Johnston, IA 50131	$0.00	$0.00	14	$4,370.00		$4,370	$0	Disputed. Debtors are investigating whether this is money related to an equipment lease, and therefore superceded by other plan treatment.
K.C. Farms	PO Box 774 Gunnison, UT 84634			28	$342,950.00	$43,200.00	$21,600	$21,600	This claim will be bifurcated and paid as a 20-Day Goods claim and a general unsecured claim. A portion of the claim is duplicitive of a claim against Highline and Bliss. If WAC succeeds in establishing a secured claim, this claim will drop out of the unsecured class.

SCHEDULE 5

(RU3, HU3, BU3)

GENERAL UNSECURED CLAIMS

RU3

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
Louder, Justin	PO Box 753 Delta, UT 84624	$20,516.80 $0.00	$0.00				$20,517	$0	Disputed; product was never received. Debtors hope to eliminate claim in full through objection.
MWI Veterinary Supply	14659 Collections Center Drive Chicago, IL 60693	$25,216.60	$14,336.00	22	$25,216.64	$14,336.00	$10,881	$14,336	
Overson's Farm Center	PO Box 426 Cedar City, UT 84721	$225.98	$0.00				$226	$0	
PacificCorp	dba Rocky Mountain Power & Pacific Power PO Box 25308 Salt Lake City, UT 84125	$4,731.40	$0.00	8	$9,643.78		$9,644	$0	Disputed. Debtors have not been able to resolve proof of claim against accounting records, and reserve the right to object to this claim.
Rabo Bank	PO Box 6002 Arroyo Grande, CA 93421	$2.99	$0.00				$3	$0	
Redmond Minerals, Inc.	PO Box 1550 American Fork, UT 84003	$4,079.60	$4,079.60				$0	$0	Claim filed in Bliss supersedes scheduled amount owing.
Select Sires MidAmerica	Select Sires, Inc. 83 West 400 North Logan, UT 84321	$5,753.50	$0.00				$5,754	$0	
Steve Regan Co.	PO Box 30676 Salt Lake City, UT 84130	$29.24	$0.00				$29	$0	
Steve's Tire & Oil Inc.	615 North Main Street Fillmore, UT 84631	$33,714.40	$6,779.20				$26,935	$6,779	
United Soil Sciences	2560 North 3000 West Delta, UT 84624	$0.00 $50,072.27					$50,072	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Verizon Wireless	PO Box 9622 Mission Hills, CA 91346	$574.38	$0.00				$574	$0	
Wells Fargo Bank, N.A.	Business Direct Division PO Box 29482 Phoenix, AZ 85038-8650	$0.00	$0.00	6	$567.02		$567	$0	
					Total		$612,258	$262,626	

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SCHEDULE 5

(RU3, HU3, BU3)

GENERAL UNSECURED CLAIMS

HU3

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
AG Center	4565 West 1500 North Delta, UT 84624	$1,991.50	$0.00				$1,992	$0	
Animal Health International Inc.	PO Box 1240 Greeley, CO 80632	$2,978.28	$0.00	7	$3,983.66		$3,984	$0	
Bliss, Justin H.	1385 East 1100 North Delta, UT 84624	$10,000.00	$0.00				$10,000	$0	
Cardwell Distributing Inc.	PO Box 27954 Salt Lake City, UT 84127	$106,646.49 $1,976.81	$1,976.81				$104,670	$1,977	Disputed. Debtors intend to seek disallowance of entire general unsecured claim, but do not contest the 20-Day Goods Claim.
Cargill, Inc.	8080 N. Palm Ave., 3rd Fl. Fresno, CA 93711			26-27			$135,685	$64,011	Waived Secured claim in deference to 20-day Goods claim. Balance allowed as general unsecured claim.
Cook Martin Poulson, P.C.	632 North Main Street Logan, UT 84321	$17,348.20	$0.00				$17,348	$0	
DCH Construction	PO Box 9 Delta, UT 84624	$30,000.00	$0.00				$30,000	$0	
Delta Auto & Applicance	341 West Main PO Box 606 Delta, UT 84624	$255.86 $846.70	$0.00				$847	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
DHI Computing Services	1525 West 820 North Provo, UT 84601	$4,201.90	$0.00				$4,202	$0	
Draper, Bryan dba Western Ag Industries	151 South Main Genola, UT 84655	$0.00	$0.00	13	$126,870.00		$126,870	$0	Per terms of Plan, repetitive claims filed in all three cases asserting joint and several liability will be paid only once. Claim allowed in Highline.
Dutson Supply Company	790 W. Main Delta, UT 84624	$515.00	$0.00				$515	$0	
Flagg, Douglas E.	c/o Tex R. Olsen, Atty. 255 North 100 East Richfield, UT 84701	$370,685.00	$0.00	21[R]	$378,335.11		$0	$0	Per terms of Plan, claim asserting joint and several liability will be paid only once. Claim allowed in Bliss. Creditor may vote claim in all U3 classes.
Frontier	PO Box 20550 Rochester, NY 14602	$298.35 $148.37	$0.00				$298	$0	Disputed. Debtors reserve the right to seek allowance of lesser amount, or disallowance of entire amount, though they may determine that cost outweighs the benefit.
Fullmer Sanitation	4085 West 4600 South Delta, UT 84624	$80.00 $160.00	$0.00				$80	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
G&L Distributing	1700 East 2700 South Delta, UT 84624	$1,557.50	$0.00	25	$3,400.50		$3,401	$0	

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SCHEDULE 5

(RU3, HU3, BU3)

GENERAL UNSECURED CLAIMS

HU3

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
GDS Corporation Giles Dairy Service	351 West 900 North Springville, UT 84663	$34,172.10	$0.00	22	$153,324.87	$10,516.60	$142,808	$10,517	
Great Basin Feeders	PO Box 520 Moapa, NV 89025	$4,150.00	$0.00				$4,150	$0	Disputed. Debtors intend to seek disallowance of entire claim.
Greenline Equipment	795 So. Main Nephi, UT 84648	$17,346.50 $17,028.13	$449.44				$16,897	$449	Disputed. Debtors reserve the right to seek allowance of lesser amount, though they may determine that cost outweighs the benefit.
Gunnison Bend Veterinary Services	1115 East Main Delta, UT 84624	$20,566.20	$0.00				$20,566	$0	
Harward, Jud (Harward Farms)	1988 West Center St. Springville, UT 84663	$432,700.00	$24,513.40	9	$386,976.20	$24,513.40	$362,463	$24,513	
J. & S. Financial Corp.	5152 W. Oak View Lane Highland, UT 84003	$3,000.00	$0.00				$3,000	$0	
JA Farms	238 West 4500 North Delta, UT 84624	$27,554.80	$0.00				$27,555	$0	
K.C. Farms	PO Box 774 Gunnison, UT 84634			19	$342,950.00	$43,200.00	$86,400	$21,600	This claim will be bifurcated and paid as a 20-Day Goods claim and a general unsecured claim. A portion of the claim is duplicitive of a claim against Revolution and Bliss. If WAC succeeds in establishing a secured claim, this claim will drop out of the unsecured class.
LaMont Poulsen	255 North 800 West Smithfield, UT 84335			20	$223,380.00	$52,560.00	$170,820	$52,560	This claim will be bifurcated and paid as a 20-Day Goods claim and a general unsecured claim. If WAC succeeds in establishing a secured claim, this claim will drop out of the unsecured class.
Lovell Power Equipment	760 West Main Delta, UT 84624	$144.62 $340.86	$0.00				$341	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Monroe Seed Inc.	476 East 560 South Santaquin, UT 84655	$5,280.00	$0.00				$5,280	$0	Claim may duplicate another claim; Debtors will investigate and determine whether to object to claim in its entirety.
Morrison Fertilizers, Inc.	PO Box 246 Delta, UT 84624	$1,871.75	$0.00				$1,872	$0	
MWI Veterinary Supply	c/o Dave Drabek PO Box 5717 Boise, ID 83705-5717	$12,445.60	$4,236.73	12	$12,445.59	$2,384.57	$10,061	$2,385	
Nutrition Physiology Co.LLC	Dept. 730028 PO Box 660919 Dallas, TX 75266	$5,940.00	$2,700.00				$3,240	$2,700	

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SCHEDULE 5

(RU3, HU3, BU3)

HU3

GENERAL UNSECURED CLAIMS

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
Oasis Seed Cooperative	290 North 1000 West Delta, UT 84624	$4,488.65	$0.00				$4,489	$0	Claim filed in Bliss supersedes claim scheduled in Highline. Debtor will object to scheduled claim.
Porter Truck Repair, LLC	2485 North 3000 West Delta, UT 84624	$1,537.45	$0.00				$1,537	$0	
Redmond Minerals, Inc.	PO Box 1550 American Fork, UT 84003	$32.51	$0.00				$0	$0	Claim filed in Bliss supersedes scheduled amount owing.
Rocky Mountain Power	1033 NE 6th Avenue Portland, OR 97256-0001	$9,187.06	$0.00				$9,187	$0	
State of Utah	PO Box 144870 Salt Lake City, UT 84114	$55.00	$0.00				$55	$0	Disputed. Believed to have been paid in full.
Swallow Ag LLC	4211 West 2100 North Fillmore, UT 84631	$80,501.60 $0.00	$20,012.05 $0.00				$60,490	$20,012	Disputed. Believed to have been paid in full. Debtors will object, and if successful, claim will be disallowed in its entirety.
Ted King Cattle Inc.	138 West 100 South Lewiston, UT 84320						$129,825	$0	This is the balance of the claim of Ted King Cattle, Inc. once the portions associated with the claims of WAC are removed. Debtors intend to pay this claim as a general unsecured claim.
Thomas Petroleum LLC	PO Box 540730 No. Salt Lake, UT 84054	$27,480.60	$11,178.71	11	$28,251.21	$10,408.69	$17,843	$10,409	Disputed. Debtors agree with the 20-Day Goods portion of this claim, but believe the general unsecured claim is overstated by $772. Debtors may object if they decide that doing so would be cost-effective.
United Soil Sciences	2560 North 3000 West Delta, UT 84624	$35,706.90 $67,744.49					$103,451	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled to include both the Highline debt owing and Highline's share of the joint obligation owing.
Walker Lumber	705 West Main Delta, UT 84624	$119.98 $333.66	$0.00				$334	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Zions Bank VISA	PO Box 26424 Salt Lake City, UT 84126	$2,839.32	$0.00				$2,839	$0	
				Totals			$1,625,393	$211,133	

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SCHEDULE 5

(RU3, HU3, BU3)

BU3

GENERAL UNSECURED CLAIMS

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
Animal Health International	PO Box 1240 Greeley, CO 80632	$3,546.25	$0.00	8	$7,910.56		$7,911	$0	Disputed. Debtors intend to object to claim to allow only the amount scheduled, $3,546.25.
Bello Calf Pens	1007 W. Bradbury Road Turlock, CA 95308	$1,985.85	$0.00				$1,986	$0	
Best Deal Springs	444 East 100 North Payson, UT 84651	$2,525.67	$0.00	3	$7,387.74		$7,388	$0	
Black Diamond Trucking	630 West 500 North Richfield, UT 84701	$3,840.00	$0.00				$3,840	$0	
Cardwell Distributing Inc.	8137 So. State Street Midvale, UT 84047	$7,940.38	$7,940.38	1	$7,940.38	$7,940.38	$0	$0	This claim was already allowed as an adminstrative expense per order of the Court. No further distribution will be made as part of the unsecured class.
Cargill, Inc.	8080 N. Palm Ave., 3rd Fl. Fresno, CA 93711			30-31			$74,355	$42,736	Waived secured claim in deference to 20-Day Goods claim. Unsecured balance allowed by settlement.
Cook Martin Poulson PC	632 No. Main Street Logan, UT 84321	$10,543.74	$0.00				$10,544	$0	
Countryconnect	10600 W. Higgins Rd #517 Des Plaines, IL 60018	$3.98	$0.00				$4	$0	
D&G Scale Inc.	5016 So. Jordan Canal Rd Salt Lake City, UT 84118	$31.56	$0.00				$32	$0	
Delta Auto & Appliance	PO Box 606 Delta, UT 84624	$8,871.90 $2,780.60	$0.00				$8,872	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Delta Garbage Service Inc.	760 W. Main Street Delta, UT 84624	$690.00	$0.00				$690	$0	
Deluxe Business Sales	PO Box 64468 St. Paul, MN 55164	$285.95	$0.00				$286	$0	Disputed. Debtors reserve the right to seek disallowance of entire claim, though they may determine that cost outweighs the benefit.
Draper, Bryan dba Western Ag Industries	151 South Main Street Genola, UT 84655	$0.00	$0.00	21	$126,870.00	$0.00	$0.00	0	Per terms of Plan, repetitive claims filed in all three cases asserting joint and several liability will be paid only once. Claim allowed in Highline. Creditor may vote in all U3 classes.
Flagg, Douglas E.	c/o Tex R. Olsen, Atty. 255 North 100 East Richfield, UT 84701	$370,685.00	$0.00	21[R]	$378,335.11		$257,543	$0	Per terms of Plan, claim asserting joint and several liability will only be allowed once. Claim allowed in Bliss. Per agreement, claim bifurcated between class BU2 and BU3.
G&L Distributing	1700 East 2700 South Delta, UT 84624	$5,362.25	$3,258.50	27	$5,412.25	$3,258.50	$2,154	$3,259	
Galli Construction Inc.	PO Box 11 Hinckley, UT 84635	$15,912.50	$0.00				$15,913	$0	

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SCHEDULE 5

(RU3, HU3, BU3)

BU3

GENERAL UNSECURED CLAIMS

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
GDS Corporation Giles Dairy Service	351 West 900 North Springville, UT 84663	$2,304.45	$0.00	27	$67,648.38	$8,082.30	$59,566	$8,082	
Gunnison Bend Veterinary Services	1115 E. Main Street Delta, UT 84624	$11,140.53 $5,246.10	$0.00				$11,141	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Harward, Jud (Harward Farms)	1988 West Center Street Springville, UT 84663	$146,849.00	$40,760.60	15	$126,848.90	$40,760.60	$86,088	$40,761	
Heideman McKay Heugly & Olsen LLC	2696 No. University Ave #180 Provo, UT 84604	$485.00	$0.00				$485	$0	
Hermansen's Equipment Inc	PO Box 513 Ephraim, UT 84627	$1,322.96	$0.00				$1,323	$0	
J & S Financial Corp	5152 W. Oak View Lane American Fork, UT 84003	$3,000.00	$0.00				$3,000	$0	
Jeffery, Wayne DHIA	383 West 2500 South Delta, UT 84624	$487.29	$0.00				$487	$0	
K.C. Farms	PO Box 774 Gunnison, UT 84634			19	$342,950.00	$43,200.00	$170,150	$21,600	This claim will be bifurcated and paid as a 20-Day Goods claim and a general unsecured claim. A portion of the claim is duplicitive of a claim against Revolution and Highline. If WAC succeeds in establishing a secured claim, this claim will drop out of the unsecured class.
Lawson Products Inc.	8770 West Bryan Mawr Ave Chicago, IL 60630	$668.62	$0.00	6	$668.62		$669	$0	
Loewen Welding & Mfg Ltd	PO Box 66 Tampa, FL 33655	$886.53	$0.00				$887	$0	
Mountainland Supply LLC	c/o Randy J. Christensen PO Box 1212 Provo, UT 84603	$500.60	$333.22	12	$204.17		$204	$0	
MWI Veterinary Supply	14659 Collections Center Drive Chicago, IL 60693	$5,877.27	$0.00	20	$16,863.83	$8,047.91	$8,816	$8,048	
Nutrition Physiology Co LLC	Dept. 730028 PO Box 660919 Dallas, TX 75266	$5,940.00	$2,700.00				$3,240	$2,700	
Oasis Seed Corporation	290 North 1000 West Delta, UT 84624	$0.00	$0.00	13	$4,911.37		$4,911	$0	Claim filed in Bliss supersedes claim scheduled in Highline.
Orton, Richard	PO Box 1185 Salem, UT 84653	$5,400.00 $54,000.00	$0.00				$54,000	$0	
Overson's Farm Center	90 North 400 East Delta, UT 84624	$2,774.95 $7,476.93	$0.00				$7,477	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
PHI Financial Services Inc.	c/o Abendroth and Russell 2560 73rd Street	$0.00	$0.00	19	$5,304.37		$5,304	$0	

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SCHEDULE 5

(RU3, HU3, BU3)

BU3

GENERAL UNSECURED CLAIMS

Name	Address	Scheduled Claims		Proof of Claim Amount			Claims to be Paid Assuming No Disallowance Through Claims Objection Process		Comments
		Total Unsecured	20-Day Goods	No.	Total Unsecured	20-Day Goods	Unsecured	20-Day Goods	
	Des Moines, IA 50322								
Porter Truck Repair LLC	2485 North 3000 West Delta, UT 84624	$2,284.98 $4,456.46	$0.00				$4,456	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Redmond Minerals Inc.	PO Box 1550 American Fork, UT 84003	$8,021.20	$0.00	9	$8,021.20		$8,021	$0	Proof of claim filed reflects amount owing by all Debtors.
Rocky Mountain Power	1033 NE 6th Avenue Portland, OR 97256	$3,212.76	$0.00				$3,213	$0	
Roper Lumber Company	95 No. Main Street Fillmore, UT 84631	$27.02	$0.00				$27	$0	
Star Insurance Company	PO Box 31130 Tampa, FL 33631	$884.00 $0.00	$0.00				$884	$0	Disputed. Debtors intend to object to the claim in its entirety.
Steve Regan Co.	PO Box 30676 Salt Lake City, UT 84130	$126.04	$0.00				$126	$0	
Thomas Petroleum LLC	PO Box 540730 No. Salt Lake, UT 84054	$16,779.90	$1,995.00	17	$16,799.93	$1,995.00	$16,800	$0	Obj. to Claim filed [Dkt. 43]. Order sustaining obj. [Dkt. 51].
UB Engineering Inc.	7133 Canyon Drive Park City, UT 84098	$6,011.97	$0.00	25	$6,397.46	$0.00	$6,397	$0	
United Soil Sciences	2560 North 3000 West Delta, UT 84624	$29,454.35					$29,454	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
Utah Dept of Agriculture	N. Jack Nielson PO Box 38036 Leamington, UT 84638	$209.25 $0.00	$0.00				$209	$0	Disputed. Debtors believe this claim has been paid in full, and will seek disallowance in its entirety.
Van Beek Nutrition	163 Atlantic Street Twin Falls, ID 83301	$872.80	$0.00				$873	$0	
Verizon Wireless	500 Technology Dr #550 St. Charles, MO 63304	$124.54	$0.00				$125	$0	
Walker Lumber	705 W. Main Delta, UT 84624	$887.28 $1,174.48	$0.00				$1,174	$0	Amended Schedules forthcoming. Amendment will increase claim from amount originally scheduled.
West Side Grading	PO Box 549 Delta, UT 84624	$89.33	$0.00				$89	$0	
				Totals			$881,113	$127,185	

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SCHEDULE 6

OWNERSHIP OF BLISS LLC

Upon the Effective Date under the Plan, Bliss LLC will be owned as follows:

Member Name	Member Share
Robert Edward Bliss	62%
Michael Reid Bliss	8%
Timothy Scott Bliss	15%
Justin Heath Bliss	15%

SCHEDULE 7

LEASES AND EXECUTORY CONTRACTS

LEASES									
Lessor	**Lessee**	**Assume/Reject**	**Agreement or Lease No.**	**Description of Equipment**	**No. of New Payments**	**New Payment Amount**	**Residual Pmt Option**	**Motion to Approve**	**Order Approving**
TCF 11100 Wyzata Blvd, Ste 801 Minnetonka, MN 55306	Highline	Assume & Assign	003-0589422-500	2005 Lowen 1152 Feed Mixer, 2004 Lowen 1022 Feed Mixer, 2008 Lowen 1022 Feed Mixer	52	$2,220.81	$0.00	Dkt. 227 05/22/13	Pending
TCF 11100 Wyzata Blvd, Ste 801 Minnetonka, MN 55306	Highline	Assume & Assign	003-0589422-300	Lowen 5000 Honey Vac	55	$1,639.38	$12,327.00	Dkt. 227 05/22/13	Pending
TCF 11100 Wyzata Blvd, Ste 801 Minnetonka, MN 55306	Highline	Assume & Assign	003-0589422-301	Disc Plow/Hydraulic Box Scraper	51	$455.45	$2,533.50	Dkt. 227 05/22/13	Pending
TCF 11100 Wyzata Blvd, Ste 801 Minnetonka, MN 55306	Highline	Assume & Assign	003-0589422-302	Challenger SP185C Swather/Windrower, 2012 Sitrix Hay Rake	69	$1,431.88	$0.00	Dkt. 227 05/22/13	Pending
Summit Leasing, Inc. 3901 Fairbanks Ave. Yakima, WA 98902	Highline/ Bliss	Assume & Assign	A13371	JD Tractor 7800 s/n 18307, JD Tractor s/n R020803, Duals for JD 891, Extreme Fresh Water & Iron Bacteria Unit, Voltage Regulator pkt Int s/n 174810	21	$3,331.81	$0.00	Dkt. 248 06/06/13	Pending

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LEASES									
Lessor	**Lessee**	**Assume/Reject**	**Agreement or Lease No.**	**Description of Equipment**	**No. of New Payments**	**New Payment Amount**	**Residual Pmt Option**	**Motion to Approve**	**Order Approving**
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Highline	Assume & Assign	903721	1990 International 8100 Truck, 1991 International 8100 Truck, 1995 Kenworth T800B Truck, 1994 International 8200 Truck, 1996 KD King Tri-Axle End Dump Trailer, 1995 Fontaine Hibey Trailer, 1986 Fruehauf Trailer, 1996 Ingersoll Rand Air Compressor	32	$2,150.00	$1,440.84	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Highline/ Bliss	Assume & Assign	904796	2006 Trailmax FWTD-50-T Trailer, 1992 CAT D5HXL Crawler Tractor	39	$1,580.00	$69.12	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Revolution	Assume & Assign	904856	1996 Cat IT28 F, 1990 Int'l 9370 Tractor, 1994 Int'l 9200 T/A Truck, 2001 Dodge 3500 Truck, 1995 Williamsen 15' Trailer, 2007 Econoline DP2025TA Trailer, CAT Q/C Flat Bed	39	$1,790.00	$1,385.21	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Bliss	Assume & Assign	904936	2008 Sterling Truck w/Loewen 1022 Mixer Box	72	$3,040.00	$1,695.20	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Bliss	Assume & Assign	105221	28'x40' Office Trailer	98	$414.00	$52.00	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Highline / Bliss	Assume & Assign	105243	Bliss Dairy Milk Parlor Upgrade	68	$2,090.00	$395.50	Dkt. 265 06/19/13	Pending
Firmco Financial Inc. PO Box 57884 Salt Lake City, UT 84157	Revolution	Assume & Assign	105290	1984 JD 4850 Tractor, Schmeiser s69300 18" Raller Harrow, Water Changer	39	$2,412.00	$2,142.70	Dkt. 265 06/19/13	Pending

LEASES									
Lessor	**Lessee**	**Assume/Reject**	**Agreement or Lease No.**	**Description of Equipment**	**No. of New Payments**	**New Payment Amount**	**Residual Pmt Option**	**Motion to Approve**	**Order Approving**
Farm Credit Leasing c/o Callister Nebeker & McCullough 10 E. South Temple, #900 Salt Lake City, UT 84133	Highline	Assume & Assign	001-0027492-000	2009 Artex Spreader Trailer, 2009 Artex Spreader Trailer, 2009 Aulick Self-Unload Trailer	50	$2,034.47	$20,400.00	Dkt. 274 06/25/13	Pending
Farm Credit Leasing c/o Callister Nebeker & McCullough 10 E. South Temple, #900 Salt Lake City, UT 84133	Highline	Assume & Assign	001-0027818-000	2005 Sunflower Chisel Plow, 2008 Great Bend Plow, 2008 M&W Tiller	51	$1,045.64	$6,700.00	Dkt. 274 06/25/13	Pending
Farm Credit Leasing c/o Callister Nebeker & McCullough 10 E. South Temple, #900 Salt Lake City, UT 84133	Highline	Assume & Assign	001-0028697-000	JD Tractor 8300	29	$1,042.88	$3,000.00	Dkt. 274 06/25/13	Pending
Farm Credit Leasing c/o Callister Nebeker & McCullough 10 E. South Temple, #900 Salt Lake City, UT 84133	Highline	Assume & Assign	001-0032317-000	2012 Versa Bagger ID1014-14'	60	$5,499.50	$55,905.00	Dkt. 274 06/25/13	Pending
Farm Credit Leasing c/o Callister Nebeker & McCullough 10 E. South Temple, #900 Salt Lake City, UT 84133	Highline	Assume & Assign	001-0033905-000	2012 VERSA 40' Silage Trailer SN#1350, 2012 VERSA 40' Silage Trailer SN#1351	63	$1,281.45	$12,926.26	Dkt. 274 06/25/13	Pending

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EXECUTORY CONTRACTS							
Non-Debtor Party	**Debtor**	**Assume /Reject**	**Contract Description**	**Debtors' Primary Executory Obligations**	**Remaining Term**	**Cure Amount**	**Comments**
Crystal Springs, c/o Richard Herbst 955 North 4600 West Fillmore, UT 84631-5113	Highline	Assume & Assign	Oral Equipment Trade Agreement for Parma Spinner Combo Trailer and Parma Forage Trailer	Two payments of $13,689.26 due in December 2013 and January 2014, one final payment of $11,910 in January 2014	N.A.	$16,997.00	Cure payment made to Crystal Springs; remaining payment go to WFFL on secured claim
DFA Dairy Farmers of America c/o Stephen B. Sutton 2345 Grand Blvd., Ste 2200 Kansas City, MO 64108	Revolution	Assume & Assign	Membership and Marketing Agreement, dated June 30, 2010	To sell milk and abide by terms of DFA membership agreement.	Year-to-year. Renewable on contract anniversary date.	None	Bliss LLC will assume obligations as to the "Revolution Unit" of its dairy operations.
IFS Innovative Food Solutions, LLC Attn: Reed Gibby 872 East Pebble Drive Burley, ID 83318	Highline	Assume & Assign	Producer Supply Agreement, dated December 19, 2012	To produce and sell milk (279,000 pounds daily) to IFA.	Through December 31, 2015	None	Bliss LLC will assume obligations as to the "Highline Unit" of its operations.
IFS Innovative Food Solutions, LLC Attn: Reed Gibby 872 East Pebble Drive Burley, ID 83318	Bliss	Assume & Assign	Producer Supply Agreement, dated December 19, 2012	To produce and sell milk (279,000 pounds daily) to IFA.	Through December 31, 2015	None	Bliss LLC will assume obligations as to the "Bliss Unit" of its dairy operations.

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EXECUTORY CONTRACTS							
Non-Debtor Party	**Debtor**	**Assume /Reject**	**Contract Description**	**Debtors' Primary Executory Obligations**	**Remaining Term**	**Cure Amount**	**Comments**
United States Department of Agriculture c/o Thomas L. Japhet 740 Simms Street, Ste 309 Golden, CO 80401-0005	Revolution, Highline and Bliss	Assume & Assign	Milk Income Loss Contract	To report and maintain eligibility for governmental assistance.	Through September 30, 2013	None	Bliss LLC will assume reporting obligations for the "Revolution Unit, the "Highline Unit," and the "Bliss Unit" of its dairy operations.
UB Engineering, Inc. 7133 Canyon Drive Park City, UT 84098	Highline and Bliss	Assume & Assign	Utility Assessment Agreement	Pay 1/2 of utility savings on account of utility assessments and recommendation.	Through December 31, 2017	N.A.	

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REAL PROPERTY LEASES						
Non-Debtor Party	**Debtor**	**Assume /Reject**	**Contract Description**	**Debtors' Primary Executory Obligations**	**Remaining Term**	**Cure Amount**
Gaylon Reed & Eva Dean McKee	Highline	Assume & Assign	Water Right #68-23459 7.5 acre/feet at $55.00 per ft.	$412.50 annual payment	N.A.	None
Kurt Gaylon & Kristie Kae McKee	Highline	Assume & Assign	Water Right #68-2459 7.5 acre/ft. at $55.00 per ft.	$412.50 annual payment	N.A.	None
LeRoy C. Bushnell Family Trust: LeRoy C. & Bette K. Bushnell, Trustees	Highline	Assume & Assign	Water Right #68-2459 14.0 acre/ft. at $55.00 per ft.	$770.00 annual payment	N.A.	None
Jim & Beck Neilsen	Highline	Assume & Assign	Water Right #68-282, segregated to #68-3162; 49.6 acre/ft. at $100.00 per ft.	$4,960.00 annual payment	N.A.	None
State of Utah School and Institutional Trust Lands Administration (SITLA)	Highline	Assume & Assign	Special Use Lease Agreement No. 1704; approx. 40 acres for water well.	$960.00 annual payment	N.A.	None
State of Utah School and Institutional Trust Lands Administration (SITLA)	Highline	Assume & Assign	Easement No. 1548; ten-foot wide easement approx. 0.96 acres, for buried water pipeline.	$100.00 annual payment	N.A.	None
Division of Water Rights State of Utah	Bliss	Assume & Assign	Application/Water Right #68-2853 (a33972); extension of water right.	$50.00 annual payment	N.A.	None

POST-PETITION REAL PROPERTY LEASES						
Non-Debtor Party	**Debtor**	**Assume /Reject**	**Contract Description**	**Lease Obligations (Debtor's Obligation, except with Lyman Farm and Feedlot**	**Remaining Term**	**Cure Amount**
Great Basin Feeders, LLC (Robert C. Lewis, Vivian Lewis, Gibson Lewis, and Abraham Lewis, managers)	Highline	Assume & Assign	1887 Ashby Rd., Delta UT, and Scale at 1557 Ashby Rd., Delta, UT	$4,150/mo.	March 31, 2014	None
4-L Ranch Co.	Highline	Assume & Assign	150 acre parcel at 4500 North 4500 West, Sutherland, UT 84624	$7,500/yr.	January 31, 2014 plus extensions	None
Lyman Farm and Feedlot	Highline	Assume & Assign	Portions of property leased by Highline from Great Basin Feeders	$1,500/mo	March 31, 2014	None
Iris Gillens	Highline	Assume & Assign	25 acres of real property located in Deseret, UT	Variable/appx. $8,000/yr.	January 31, 2014 plus extensions	None
Jason Thomas	Highline	Assume & Assign	40 acres of real property located in Sutherland, UT	$3,500/yr.	January 31, 2014 plus extensions	None
Rod Miner	Highline	Assume & Assign	80 acres of real property located in Abraham, UT	$13,000/yr.	January 31, 2014 plus extensions	None
Beluah Jensen	Highline	Assume & Assign	35 acre parcel at 2500 West 4000 South, Oasis, UT 84624	$6,000/yr.	January 31, 2014 plus extensions	None

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POST-PETITION REAL PROPERTY LEASES						
Non-Debtor Party	**Debtor**	**Assume /Reject**	**Contract Description**	**Lease Obligations (Debtor's Obligation, except with Lyman Farm and Feedlot**	**Remaining Term**	**Cure Amount**
Rick Bishop	Highline	Assume & Assign	190 acre parcel at 500 West 1500 North, Delta, UT 84624	$22,000/yr.	Until growing crops are removed, plus extensions	None
Homer D. Jensen Trust	Highline	Assume & Assign	200 acre parcel at 4500 West 5000 South, Deseret, UT 84624	$4,500/mo.	January 31, 2014 plus extensions	None
Dale Jensen	Highline	Assume & Assign	30 acre parcel at 7500 South 5500 West. Deseret, UT	$350 on date of lease, plus $350/mo.	January 31, 2014 plus extensions	None

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SCHEDULE 8

BLISS PERSONAL ASSETS

Assets and Debts retained by Bliss and not contributed, to and assumed by Bliss LLC.

Items Retained	Description	Secured Creditor/Debt	Value	Debt	Equity	Exempt	Cost of Sale 15%	Value to Unsecured Creditors in Liquidation
Bliss Residence	818 Bristlecone Lane Delta, Utah	American First CU Note & Trust Deed	$294,410.00	$255,410.00	$38,500.84	$40,000.00		
Personal Autos	2009 Lexus LS460	None	$30,000.00			$2,500.00	$4,500,00	$23,000.00
	1995 D.Ram 2500 PU	None	$3,000.00			$2,500.00	$450.00	$50.00
	1978 Toy Landcruiser	None	$3,500.00				$525.00	$2,975.00
	1976 Toy Landcruiser	None	$3,500.00				$525.00	$2,975.00
	1970 Toy Landcruiser	None	$3,500.00				$525.00	$2,975.00
	1990 5th Whl Camp Trailer	None	$500.00				$75.00	$425.00
	1995 Mastercraft 19' Boat & Trailer	None	$4,000.00				$600.00	$3,400.00
TOTAL			$48,000.00					$35,800.00

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Items Retained	Description	Secured Creditor/Debt	Value	Debt	Equity	Exempt	Cost of Sale 15%	Value to Unsecured Creditors in Liquidation
All Sch B.4 items	All home furnishings	None	100% Exempt					
All Sch B.5 items	All books, pictures etc	None	100% Exempt					
All Sch B.6 items	All clothing	None	100% Exempt					
All Sch B.7 items	All Wedding rings, jewelry	None	100% Exempt					
All Sch B.8 items	All items: Piano, firearms, etc.	Guns & Piano	$7,375.00				$1,106.25	$6,268.75
All Sch B.9 items	All life insurance policies	None	100% Exempt					
Texas Mineral Rights		None	$5,000.00				$750.00	$4,250.00
			$64,300.00					$46,318.75
								($50,000.00)

Note: Debtor is paying $50,000 to Bliss LLC per the Plan to buy back the equity available to the general unsecured classes per the Plan.

Cash/Financial Accounts on Hand: The full Value of these accounts on the Petition Date is being paid over to Bliss LLC per the Plan.

ZFNB	$22,388.35		$22,388.35					$22,388.35
Scott Trade	$200.00		$200.00					$200.00

SCHEDULE 9
UNENCUMBERED VEHICLES

REVOLUTION DAIRY		
Description	**Replacement Value**	**Liquidation Value**
2007 Exiss Stock Trailer	$16,000.00	$10,000.00
Plate: 93427P		
VIN #4LAAS132475039409		
1984 Highboy Trailer	$12,000.00	$8,000.00
Plate: 064843Z		
VIN: 1UYFF3208EC151201		
1988 Kenworth Semi Tractor	$10,000.00	$6,500.00
Plate: Y404MU		
VIN: 1XKWDB9X7JS404232		
1995 Transcraft Trailer	$9,000.00	$6,000.00
Plate: 07298A		
VIN: 1TTF48209S1044767		
1994 Peterbuilt Semi Tractor	$8,000.00	$4,000.00
Plate: Y504MU		
1994 Izuzu Trooper	$1,600.00	$1,000.00
VIN: xxxxxx2529		
Not Registered		
1999 Ford F250 Pickup	$3,000.00	$1,500.00
xxxxxx1653		
Unknown registration status		
1997 Ford F250 Pickup	$1,800.00	$1,200.00
VIN: xxxxxx1648		
Not registered		
Sidewinder Dump Trailer	$3,500.00	$2,500.00
Total Revolution Dairy	**$64,900.00**	**$40,700.00**

HIGHLINE DAIRY		
Description	**Replacement Value**	**Liquidation Value**
1971 Fruehoff Trailer	$6,500.00	$3,500.00
Plate: 064841Z		
VIN: #FWD701101		
1996 Western Trailer	$18,000.00	$10,000.00
Plate: 064840Z		
VIN: 1C912P247T0112140		
1990 International Semi Tractor	$12,000.00	$6,000.00
Plate: B261C		
VIN: 1hshkgtr8lh294373		
1994 GMC P35 FCC	$4,000.00	$2,000.00
VIN: XXXXX1156		
Not Registered		
1994 GMC P35 FCC	$4,000.00	$2,000.00
VIN: xxxxxx1293		
Not Registered		
GMC Pickup	$2,000.00	$1,000.00
Not Registered		
1991 Autocar Feed Truck w/Roto Mix	$45,000.00	$25,000.00
Serial #120109		
Plate: Kansas		
Total Highline Dairy	**$91,500.00**	**$49,500.00**

BLISS DAIRY		
Description	**Replacement Value**	**Liquidation Value**
1967 Chevy C10	$4,000.00	$2,000.00
VIN # CS147S105028		
42,000 Miles		
2007 Chevy Silverado 2500	$19,000.00	$14,000.00
4 Door Diesel		
VIN # 1GCHK23D57F106717		
2007 Dodge Ram 3500 SLT	$26,000.00	$18,000.00
Heavy Duty Turbo Diesel,		
Flatbed w/5th Wheel Hitch		
VIN # 303WH48A77C766637		
1999 Dodge Ram 2500 (White)	$7,500.00	$4,000.00
2007 Kawasaki Mule	$1,800.00	$800.00
2006 Yamaha Kodiak ATV	$3,500.00	$2,500.00
2005 Yamaha Kodiak ATV	$3,000.00	$2,000.00
2004 Honda Rancher ATV	$3,200.00	$2,000.00
1977 Kenworth	$10,000.00	$6,000.00
with Manure Spreader		
Serial #521865		
2001 Big Tex 18' Flatbed Trailer	$7,500.00	$4,000.00
2004 Barrett Cattle Trailer	$18,000.00	$12,000.00
Serial #1B92P82015104180		
Total Bliss Dairy	**$103,500.00**	**$67,300.00**

REVOLUTION	$64,900.00	$40,700.00
HIGHLINE	$91,500.00	$49,500.00
BLISS DAIRY	$103,500.00	$67,300.00
TOTAL:	**$259,900.00**	**$157,500.00**

EXHIBIT A

2014 FEED PURCHASE COMMITMENT

Bliss Dairy, LLC ("Bliss LLC"), hereby enters into this Agreement ("Agreement") with the Farmer named herein below for the purchase of the feed crop (listed below), on the following terms:

WHEREAS, Bliss LLC is operating under a confirmed joint plan of reorganization filed by Revolution Dairy, LLC, Highline Dairy, LLC, and Robert and Judith Bliss (Case Nos. 13-20770, 13-20771 and 13-20773; and

WHEREAS, Bliss LLC must procure sources of feed for the 2014 crop year; and

WHEREAS, the Farmer identified herein is in the business of farming and providing feed and other crops; and

NOW THEREFORE, the parties agree as follows:

Agreement Date: _____

Name of Farmer: _____

Type of Crop: _____

Acreage to be Farmed for the Benefit of the Dairies: Number of Acres _____. A legal description of the acreage is attached hereto as Exhibit A (the "Farm"). This document may be recorded with the County Recorder for the County in Utah where the designated acres are located.

Farmer agrees to sell to Bliss LLC the entire crop harvested from the Farm during the 2014 crop year (the "Crop" or "Crops"). Unless otherwise stated in this Agreement, the Crop grown by the Farmer shall be delivered to Bliss LLC at the Farmer's field and shall be harvested and transported by Bliss LLC at its expense.

Advance Payments: In consideration of the promise of the named Farmer to plant the Crop, and to do all things necessary to properly cultivate, care for, nurture the Crop to maturity and to sell the Crop to Bliss LLC, Bliss LLC shall pay the Farmer upon execution of this Agreement as an initial advance payment of the purchase price in the amount of $_____ (not to exceed $300/acre), with the purchase price to be determined as set forth below (depending on the type of crop, the "Purchase Price"), (b) pay

additional advance payments of $_____/acre commencing on the earlier of thirty (30) days after execution of this Agreement or April 30, 2014, and continuing each succeeding month until the date that the Corp is harvested, and (c) promise to pay the balance of the Purchase Price upon the schedule described herein. The total initial advance payment applicable to this Agreement is calculated as follows: _____Acres x $300/acres (for corn silage) = $_____ or _____ Acres x $_____ (for any other crop).

Purchase Price: The price for corn silage shall be determined on October 1, 2014 and shall be equal to the average price for a bushel of #2 yellow corn reported by the Chicago Merchantile Exchange for the month of _____, plus $0.70 cents per bushel converted to the price per dry ton according to the following conversion table.

Avg/month Sep of Corn/bushel @ CME Board plus $0.70				
Price/Bushel		**Price/Dry Ton**		**Price/Wet Ton**
7.50		$150.00		$45.00
7.40		$148.00		$44.40
7.30		$146.00		$43.80
7.20		$144.00		$43.20
7.10		$142.00		$42.60
7.00		$140.00		$42.00
6.90		$138.00		$41.40
6.80		$136.00		$40.80
6.70		$134.00		$40.20
6.60		$132.00		$39.60
6.50		$130.00		$39.00
6.40		$128.00		$38.40
6.30		$126.00		$37.80
6.20		$124.00		$37.20
6.10		$122.00		$36.60

6.00		$120.00		$36.00
5.90		$118.00		$35.40
5.80		$116.00		$34.80
5.70		$114.00		$34.20
5.60		$112.00		$33.60
5.50		$110.00		$33.00
5.40		$108.00		$32.40
5.30		$106.00		$31.80
5.20		$104.00		$31.20
5.10		$102.00		$30.60
5.00		$100.00		$30.00
4.90		$98.00		$29.40
4.80		$96.00		$28.80
4.70		$94.00		$28.20
4.60		$92.00		$27.60
4.50		$90.00		$27.00

Bliss LLC and the Farmer agree that the dry matter content of newly harvested corn silage shall be deemed for all purposes to be 30% of the actual tonnage harvested at the time of harvest. For example, if the average price of corn in September turns out to be $5.70 per bushel then the price of corn silage would be $114/dry ton (or $34.20/wet ton).

The Purchase Price for dry hay, barley, earage, haylage, chopped hay or any other feed Crop shall be the price stated as follows: Unit price $_____ per unit or alternative [state here formula for calculation of future price determination] _____

_____.

Terms For Payment Of Balance Of Purchase Price: The balance of the total Purchase Price, after subtracting the advance payments paid prior to harvest (the "Purchase Price Balance"), shall be paid to the Farmer in five equal monthly installments, without interest, beginning October 15, 2013 and ending February 15, 2014, with the amount of each monthly installment to be equal to the Purchase Price Balance divided by five. For example, if the advance payments made under this Agreement total $30,000 and the total Purchase Price of the Crop grown for the Dairies under this Agreement is calculated to be $100,000.00, then the Purchase Price Balance would be $70,000.00 ($100,000.00 - $30,000.00) and the five equal monthly installments would be $14,000 each ($70,000.00/5) beginning October 15, 2013.

In the case of any other Crop, the terms of payment of the Purchase Price Balance shall be paid as follows: _____

_____

Protection of the Farmer: To secure the performance of Bliss LLC's obligations herein including, without limitation, payment of the Purchase Price Balance, Bliss LLC hereby grants the Farmer a security interest in the Crop that is grown and sold to Bliss LLC or otherwise identified by the parties as subject to the terms of this Agreement. The Farmer, if it wishes to do so, may perfect this security interest by filing a financing statement under the Uniform Commercial Code. Bliss LLC shall segregate all Crops delivered under this Agreement from crops purchased from other sources and from existing crop inventory. The lien and security interest provided for in this paragraph may be enforced in accordance with the provisions of §§ 70A-9a-101 et seq. UCA that are in effect at the time of enforcement.

Protection Of The Dairies And Existing Secured Creditors: As security for the performance of the Farmer's obligations under this Agreement , the Farmer hereby grants Bliss LLC a security interest in all farm products grown, growing or to be grown on the Farm (the "Farm" being previously defined as, and limited to, the acreage that is committed to be farmed for the benefit of the Dairies under this Agreement) during the 2014 crop year; and all such prior to and after they have been severed from the Farm and whether held in the possession of the Farmer or some other person; together with the products, increases and proceeds of all of the foregoing, whether now existing or hereafter arising, including,

without limitation all proceeds of sale, deposit accounts, accounts receivable, contract rights, cash and non-cash proceeds, letter-of-credit rights, investment property, supporting obligations, general intangibles (including without limitation payment intangibles), and any other property Farmer may receive on account of such collateral (including without limitation all claims in tort and product liability; for breach of contract, warranty or representation; to condemnation awards; and to insurance proceeds, all pertaining to such collateral).

Farmer will properly and timely fertilize, spray, irrigate, control all pests, and in general care for Farm where the Crop is grown and shall grow, raise, produce, and thin the Crop, all in a first-class husband-like manner and according to the best standards of horticulture prevailing in the county in which the Farm is located. Farmer will give Bliss LLC prompt notice of any event causing loss, damage or decline in value to the Crop in excess of 10% of the value of the Crop. The Farmer hereby consents to a representative of Bliss LLC entering upon the Farm for the purpose of inspecting and harvesting the Crop. The Farmer also consents and agrees that if a default by the Farmer has occurred under this Agreement, and action needs to be taken on the Farmer's property to complete the cultivation and harvesting of the Crop, a representative of Bliss LLC is authorized to continuously enter upon the Farm and use the appurtenant water rights for the Farm for the purpose of cultivating and harvesting the Crop, with Bliss LLC to bear all risks of loss or liability resulting therefrom.

Any of the following constitute a default under this Agreement: (a) failure to perform any term, condition, or covenant of this Agreement, (b) any material misrepresentation made in this Agreement, or (c) any material breach of any representation or warranty contained herein, *provided, however,* that nothing in this Agreement constitutes a guaranty by the Farmer that the Farm will yield a specific quantity of Crop, and, *provided, further,* that it shall not be a default of this Agreement if a failure to deliver is due to circumstances beyond the Farmer's control. Notwithstanding the foregoing, the Farmer shall be liable for return any advance payments under this Agreement that are more than the value (according to the schedule herein stated) of Crop actually sold to and harvested by Bliss LLC. Farmer agrees that the rights and security interest granted under this Agreement are assignable. Upon a default the nondefaulting

party shall be entitled to all remedies at law or in equity. All remedies available under this Agreement or by law or otherwise shall be cumulative and not alternative. If more than one person or entity is the Farmer under this Agreement, each person or entity shall be jointly and severally liable to the Dairies for all obligations of the Farmer. Bliss LLC is required to commence any action to enforce this Agreement or any related agreement, the prevailing party shall be awarded reasonable attorneys' fees, costs and disbursements, including, without limitation, fees, costs, and disbursements incurred in a bankruptcy or similar proceeding or on appeal.

Authorization and Warranty of Title: By signing this Agreement, the Farmer represents and warrants that (a) Farmer is the record owner of the Farm or is the registered FSA farm operator and will be the owner of the Crop and shall remain the owner until harvest by the Dairies, (b) Farmer has full authority to enter into this Agreement, and (c) Farmer is not, by entering into this Agreement, violating any other agreement to which the Farmer is a party.

Counterparts: This Agreement may be signed in one or more counterparts, and facsimile or other electronic signature authorizations shall have the same force and effect as any other form of signature.

Governing Law, Jurisdiction and Venue: This Agreement shall be governed and interpreted in accordance with the laws of Utah. Any dispute under this Agreement shall be determined by the Bankruptcy Court in the Dairies' pending Bankruptcy Case so long as such cases have not been closed, and, thereafter, shall be determined by the Utah District Court for the Utah County in which the subject Farm is primarily located.

Bliss LLC

By: _____
Its: _____

Farmer: _____

By: _____
Its: _____

Exhibit B

SETTLEMENT AGREEMENT

This Settlement Agreement is by and among Cargill, Inc. ("**Cargill**"), and Revolution Dairy, LLC ("**Revolution**") Highline Dairy, LLC ("**Highline**"), and Robert and Judith Bliss ("**Bliss**") (together, the "**Debtors**") in their respective capacities as debtors-in-possession in Case Nos. 13-20770, 13-20771, and 13-20772.

RECITALS

A. On January 27, 2013, the Debtors commenced separate chapter 11 cases by filing voluntary petitions.

B. Cargill is a supplier of bovine feed minerals and supplements and asserts to hold secured and unsecured claims of in each of the Debtors' cases.

C. Cargill asserts pre-petition secured claims of $92,061 against Revolution, $91,049 against Highline, and $51,721 against Bliss. The liens supporting these secured claims arise out of promissory notes and security interests executed by the Debtors on October 15, 2012 for past due invoices. Cargill's collateral includes the Debtors' farm products, accounts, inventory, and equipment. Cargill perfected its security interests on January 10, 2013 by filing UCC-1 financing statements with the Utah Division of Corporations and Commercial Code.

D. Cargill also asserts pre-petition unsecured claims of $231,975 against Revolution, $199,696 against Highline, and $117,091 against Bliss. These unsecured claims are for the value of goods delivered to the Debtors after execution of the promissory notes but before the bankruptcy filings. These unsecured claims include amounts due for goods received by the Debtors within twenty (20) days of their bankruptcy filings having values of $116,066 for goods sold to Revolution, $64,011 for goods sold to Highline, and $42,736 for goods sold to Bliss.

E. The Debtors assert that Cargill's secured claim is avoidable under 11 U.S.C. § 547. Cargill asserts defenses including the Debtors' receipt of new value after the alleged preference. Cargill further asserts a right under 11 U.S.C. § 503(b)(9) to seek administrative expense status for the value of goods delivered within 20 days of the Debtors' filings.

F. To avoid further litigation and expenses, the parties desire to settle on the terms set forth herein.

WHEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Cargill's security interests in each of the Debtors' property shall be avoided under 11 U.S.C. § 547 with such security interests preserved for the benefit of each of the Debtors' respective estates under 11 U.S.C. § 551.

2. Cargill shall have allowed chapter 11 administrative expenses of $116,066 against Revolution's estate, $64,011 against Highline's estate, and $42,736 against Bliss' estate.

3. Interest shall accrue on the administrative expenses set forth in Section 2 above at 2% per annum, which is the rate applicable under the Debtors' Joint Chapter 11, but interest accrued under this Section 3 will be deemed satisfied if payments are made timely under Section 4 below.

4. Cargill consents to payment of its administrative expenses over a period of five (5) months following the effective date of any plan proposed by the Debtors.

5. In addition to its administrative expenses, Cargill shall have allowed unsecured claims of $115,909 against Revolution, $135,685 against Highline, and $74,355 against Bliss.

6. This agreement shall be effective only upon approval by the United States Bankruptcy Court presiding over the Debtors' cases. Approval may be sought by the Debtors by incorporation into a chapter 11 plan or through separate motion.

7. The following provisions are also an integral part of this Agreement: This Agreement shall bind and benefit the parties' respective successors. This Agreement may be signed in counterparts. A faxed transmittal or an e-mail transmission of a digital or electronic image bearing a signature will serve as delivery of an original. The Agreement's provisions are severable. This Agreement is the parties' full and final agreement and may not be modified except in writing signed by all parties. This Agreement will be interpreted according to substantive Utah law. Each party has been afforded the opportunity to review this Agreement with his own counsel. Upon reasonable request, the parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement. No third-party beneficiary rights are intended. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the party. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

REVOLUTION DAIRY, LLC

DATED _____ By:_____
Timothy S. Bliss, manager

HIGHLINE DAIRY, LLC

DATED. _____ By:_____
Timothy S. Bliss, manager

DATED _____ _____
Robert E. Bliss

DATED _____ _____
Judith Kay Bliss

CARGILL, INC.

DATED _____ By:_____
Its:_____

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SETTLEMENT AGREEMENT

This Settlement Agreement is by and among Crystal Springs of Fillmore, LLC. ("**Crystal Springs**") Wells Fargo Financial Leasing, Inc. ("**WFFL**"), and Revolution Dairy, LLC ("**Revolution**"), Highline Dairy, LLC ("**Highline**"), and Robert and Judith Bliss ("**Bliss**") (together, the "**Debtors**") in their respective capacities as debtors-in-possession in Case Nos. 13-20770, 13-20771, and 13-20772.

RECITALS

A. On January 27, 2013, the Debtors commenced separate chapter 11 cases by filing voluntary petitions (the "**Petition Date**").

B. Since approximately July 2011, the Debtors have had the use and possession of Two 2009 Parma Trailers (a 36' Parma Spinner Combo Trailer and a 36' Parma Forage Trailer (hereafter the "**Two 2009 Parma Trailers**" or "**Trailers**")) that were the subject of a 2009 Lease (and a filed UCC-1 Financing Statement) between WFFL and Crystal Springs, with residual options to purchase (collectively the 2009 Lease and the related UCC-1 Financing Statement are herein referred to as "**WFFL Contract**").

C. Debtors were and are in possession of the Two 2009 Parma Trailers pursuant to an oral agreement between Crystal Springs and the Debtors. None of the Debtors possess or have ever possessed the 2003 Parma Trailer referenced in WFFL's Motion For Relief From Stay ("**Motion for Relief**") (Docket 312 in Case 13-20770). The 2003 Parma Trailer is in the possession of Crystal Springs.

D. The oral agreement was that the Debtors would assume Crystal Springs benefits and obligations under the WFFL Contract, including possession of the Trailers. (The agreement between Debtors and Crystal Springs is herein referred to as the "**Oral Agreement**"). Debtors understand the transfer by Crystal Springs of the Two 2009 Parma Trailers to Debtors as an Executory Purchase Agreement with Crystal Springs subject to the 2009 WFFL "Lease".

E. Though Highline had timely and directly paid the payments due between July 2011 and December 2012 to WFFL under WFFL's "Lease" Payment Schedule, as attached to the Motion For Relief, the payment for January 2013 (due 1.19.2013 and past due if not paid by 1.29.13) was not made by Highline when due because of the filing of bankruptcy by each of the Debtors on the Petition Date of 1.27.2013.

F. Crystal Springs paid the $13,689.26 January 2013 payment in April 2013, plus late charges and fees.

G. WFFL filed the Motion For Relief regarding the Two 2009 Parma Trailers on July 16, 2013 (Docket 312).

H. WFFL claims the right to possession of the Two 2009 Parma Trailers pursuant to alleged breaches of the 2009 WFFL Contract; specifically the possessory transfer of the Trailers from Crystal Springs to Debtors.

I. Crystal Springs claims the right to possession of the Trailers pursuant to Debtors breach of the Oral Agreement, specifically that Debtors failed to pay under the WFFL Contract, and that Crystal Springs has cured the payment default obligation of the WFFL Contract. Debtors have not paid any payment to Crystal Springs or WFFL since the filing of their respective Bankruptcy Petitions for the use of the Two 2009 Parma Trailers.

J. To avoid further litigation and expenses, the parties desire to settle on the terms set forth herein.

WHEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. WFFL holds and continues to hold title to the Two 2009 Parma Trailers. Also, WFFL has an existing and valid UCC-1 on the Two 2009 Parma Trailers as to Crystal Springs which remains and will remain in effect.

2. Debtors agree to assume Crystal Spring's benefits and payment obligation under the WFFL Contract pursuant to the terms & conditions set forth in this agreement.

3. WFFL will have and maintain (even after Confirmation of the Plan and transfer of all rights and obligations under this Stipulation to the anticipated successor Bliss LLC) a first priority security interest in the Two 2009 Parma Trailers, and WFFL will file a UCC-1 as to Highline Dairy LLC, and upon Confirmation of the Plan, a continuing UCC-1 as to Bliss LLC regarding the Two 2009 Parma Trailers.

4. Crystal Springs will have and maintain (even after Confirmation of the Plan and transfer of all rights and obligations under this Stipulation to the anticipated successor Bliss LLC) a second position security interest in the Two 2009 Parma Trailers, and Crystal Springs will file a UCC-1 as to Highline Dairy LLC, and upon Confirmation of the Plan, a continuing UCC-1 as to Bliss LLC regarding the Two 2009 Parma Trailers.

5. WFFL agrees to accept and Highline (and its anticipated successor in interest Bliss, LLC) agrees to pay on the WFFL Contract as follows: The total amount of $39,288.52 payable as follows: $13,689.26 on December 15, 2013, $13,689.26 on January 15, 2014, and $11,910 on January 29, 2014.

6. Crystal Springs agrees to accept and Highline (and its anticipated successor in interest Bliss, LLC) agrees to pay as an administrative expense the sum of $16,997.00 within 14 days of the Effective Date of Plan Confirmation as liquidated payment in full of all post-petition sums due Crystal Springs under the Oral Agreement. By this Settlement Agreement, the payment of $16,697.00 to Crystal Springs will be the only remaining payment obligation of the Debtors (and successor Bliss, LLC) to Crystal Springs on the Two 2009 Parma Trailers.

7. Crystal Springs shall assume and pay to Wells Fargo by no later than October 31, 2013, all post-petition late fees, attorney fees and costs associated with the WFFL Contract, the bankruptcy petition filed by the Debtors, the Motion For Relief, and the negotiation of this Settlement Agreement. As long as Debtors and Bliss, LLC do not default under this Settlement Agreement, the payment of $39,288.52 to WFFL will be the only remaining payment obligation of the Debtors (and successor Bliss, LLC) to WFFL on the Two 2009 Parma Trailers.

8. WFFL will transfer title to Bliss, LLC of the Two 2009 Parma Trailers upon completion of payments under this Settlement Agreement, including the remaining $39,288.52 to WFFL and the $16,997.00 to Crystal Springs.

9. Crystal Springs will relinquish all interest in the Two 2009 Parma Trailers upon timely payment of $16,997 to Crystal Springs and $39,288.52 to WFFL.

10. Debtors agree to provide Crystal Springs, upon request, written notice at of any payment made on the WFFL Contract.

11. WFFL agrees as follows:

a. WFFL, without releasing Crystal Springs and Richard Herbst from their contractual obligations as set out in the WFFL Contract, or offering Crystal Spring and Richard Herbst a novation of any kind, accepts Debtors' assumption of the $39,288.52 payment obligation and benefits under the WFFL Contract pursuant to the terms set out herein.

b. With respect only to the transfer of the Trailers from Crystal Springs to Debtors and not to any other person or entity, WFFL expressly waives its right to declare default under Paragraph 15 of the WFFL Contract entitled "Default" (which provision provides: "if Lessee, 'Without Lessor's prior written consent, shall attempt to remove, sell, transfer, encumber, sublet or part with possession of the VEHICLE."). WFFL waives its right to immediate enforcement of the WFFL contract to which this Agreement is in conflict; and, in the event of conflict between the WFFL contract and this Agreement, this Agreement shall be controlling.

12. Highline Dairy LLC, and by succession Bliss LLC after Confirmation, shall maintain and insure the Two 2009 Parma Trailers (naming WFFL as the insured loss payee).

13. If Highline Dairy, LLC, or by succession Bliss, LLC, defaults on payment to either Crystal Springs or WFFL and fails to timely cure such default, Crystal Springs is entitled to make the defaulted payments and otherwise cure the WFFL Contract. In the event of default, Crystal Springs is entitled to cure the default and then to immediate possession of the Trailers. In the event of default and Crystal Springs does not cure, WFFL is entitled to immediate possession of the Two 2009 Parma Trailers without need for further motion for Relief From Stay as to both Highline Dairy LLC (prior to Plan Confirmation) and successor Bliss LLC after Plan Confirmation.

14. Default Events and Remedies. In the event that WFFL determines that a Default has occurred under this Stipulation Agreement, then:

a. WFFL will send a written notice setting forth the Default to (the "**Notice of Default**"):

i. Bliss LLC at P.O. Box 189, Delta UT 84624, and

ii. Crystal Springs of Fillmore at 955 North 4600 West, Fillmore, UT 84634

b. Debtors shall have 10 calendar days to cure the stated Default in the Notice of Default.

c. Crystal Springs shall have 5 calendar days following the Debtors 10 days to cure the stated default in the Notice of Default.

d. In the event Debtors do not cure in the cure period of the Notice of Default, no §362(a) Stay or later §1141(a-c) Stay under the confirmed Plan shall pertain to Crystal Springs regarding collection under this Agreement or repossession of the Two 2009 Parma Trailers and Crystal Springs shall be entitled to immediate possession of the Trailers.

e. If Crystal Springs cures the stated default after Debtor (or its successor Bliss, LLC), Crystal Springs can pursue its further remedies under Utah State Law, including repossession and liquidation of the collateral. If the default is cured or shown not to exist during the 5-day cure period, then the Notice of Default shall be rescinded and of no further effect.

f. If neither Debtors nor Crystal Springs cures the stated default WFFL can pursue its further remedies under Utah State Law, including repossession and liquidation of the collateral, if the default is cured or shown to not exist during the

10 day cure period, then the Notice of Default shall be rescinded and of no further effect.

g. In the event a Default is not cured within the cure period set forth above , no §362(a) Stay or later §1141(a-c) Stay under the confirmed Plan shall pertain to WFFL regarding collection under this Agreement or repossession of the Two 2009 Parma Trailers and WFFL shall be entitled to immediate possession of the Trailers.

15. The parties hereto will sign and execute and have authority to file such further and necessary documents as may be reasonable and necessary to give full effect to this agreement such as a Security Agreement and UCC-1 Financing Statements, as well as endorsement of a Motion and Order in Bankruptcy Court to seek approval of this Stipulation.

16. WFFL and Crystal Springs will both support and approve a Plan of Reorganization by the Debtor that incorporates this Stipulation.

17. This agreement shall be effective only upon approval by the United States Bankruptcy Court presiding over the Debtors' cases. Approval may be sought by the Debtors by incorporation into a chapter 11 plan or through separate motion.

18. The following provisions are also an integral part of this Agreement: This Agreement shall bind and benefit the parties' respective successors. This Agreement may be signed in counterparts. A faxed transmittal or an e-mail transmission of a digital or electronic image bearing a signature will serve as delivery of an original. The Agreement's provisions are severable. This Agreement is the parties' full and final agreement and may not be modified except in writing signed by all parties. This Agreement will be interpreted according to substantive Utah law. Each party has been afforded the opportunity to review this Agreement with his own counsel. Upon reasonable request, the parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement. No third-party beneficiary rights are intended. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the party. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

THIS STIPULATION IS BINDING AND EFFECTIVE as of September 5, 2013 upon and subject to Approval by the US Bankruptcy Court.

DATED _____ By:_____

Tim Bliss, manager,

REVOLUTION DAIRY, LLC

DATED. _____ By:_____
Tim Bliss, manager,
HIGHLINE DAIRY, LLC

DATED _____ _____
Robert Bliss, dba **BLISS DAIRY**

DATED _____ _____
Judith Bliss

Wells Fargo Financial Leasing, Inc.

DATED _____ By:_____
Its:_____

Crystal Springs of Fillmore, LLC

DATED _____ By:_____
Its:_____

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EXHIBIT D

EXAMPLES OF AUGMENTATION ANALYSIS

Relevant Provisions

§ 1.30 "Excess Cash" means that amount of cash held by Bliss LLC in excess of $1,200,000 that is on hand (except for funds in the Disputed Claims Holding Account) on the fourth Monday of each calendar month and which is not projected by Bliss LLC to be necessary to maintain cash reserves of $1,200,000 (after payment of operating expenses and monthly payments to holders of Secured and Unsecured Claims) at the end of the subsequent third calendar month.

§ 13.2(b) At any time there is Excess Cash, the POC may, in its discretion, require that Bliss LLC use such Excess Cash to augment monthly payments to classes RU2, HU2, BU2, RU3, HU3, and BU3.

Example 1

On Monday December 23 (the fourth Monday), Bliss LLC has cash on hand of $1,600,000. Bliss LLC's operating budget indicates that by the end of March, Bliss LLC will have cash of hand of $1,800,000. Excess Cash is $400,000, and the POC may require that Bliss LLC augment the December 31 payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 by $400,000 on a pro-rated basis.

Example 2

On Monday December 23 (the fourth Monday), Bliss LLC has cash on hand of $1,600,000. Bliss LLC's operating budget indicates that by the end of March, Bliss LLC will have cash on hand of $1,300,000. Excess Cash is $100,000, and the POC may require that Bliss LLC augment the December 31 payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 by $100,000 on a pro-rated basis.

Example 3

On Monday December 23 (the fourth Monday), Bliss LLC has cash on hand of $1,100,000. Bliss LLC's operating budget indicates that by the end of March, Bliss LLC will have cash on hand of $2,000,000. There is no Excess Cash. Bliss LLC may request the consent of the POC to augment the December 31 payments, but the POC may not require it.

Example 4

On Monday December 23 (the fourth Monday), Bliss LLC has cash on hand of $1,600,000. Bliss LLC's operating budget indicates that by the end of March, Bliss LLC will have cash on hand of $1,300,000. But in February, Bliss LLC's operating budget indicates that cash will dip to $100,000. Excess Cash is $100,000. The POC may require that Bliss LLC augment the December 31 payments to classes RU2, HU2, BU2, RU3, HU3, and BU3 by $100,000 on a pro-rated basis, but the POC may exercise its discretion to forego augmentation based upon the anticipated cash position of Bliss LLC in February.

Example 5

On Monday December 23 (the fourth Monday), Bliss LLC has cash on hand of $1,400,000. Bliss LLC's operating budget indicates that by the end of March, Bliss LLC will have cash on hand of $1,400,000. In February, Bliss LLC's operating budget indicates that cash on hand will only be $1,000,000. Excess Cash is $200,000. But, by virtue of Bliss LLC's cash position going down to $1,000,000 in February, Bliss LLC will be out of compliance with the collateral maintenance requirements of Bliss LLC's new note with Rabo (which would cause a non-payment default under the new note). Consistent with its duties, the POC may elect to forego a demand that Bliss augment the December 31 payments so that Bliss LLC does not default on its obligations to Rabo.

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EXHIBIT B

Bliss Dairy, LLC

TERM LOAN NOTE

$15,625,000.00 September 1, 2013

FOR VALUE RECEIVED, the undersigned ("Borrower"), hereby promises to pay to the order of RABO AGRIFINANCE, INC., a Delaware corporation ("Lender") the principal sum of Fifteen Million Six Hundred Twenty Five Thousand Dollars and No Cents ($15,625,000.00), together with interest at the rate specified in the Loan Assumption Agreement between Borrower and Lender dated as of the date of this note (the "Assumption Agreement"). Principal and interest are payable to Lender at the times specified in the Assumption Agreement. All payments shall be made to Lender in lawful money of the United States of America at 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, or such other place as Lender directs, in same day funds. Each capitalized term used in this Term Loan Note that is defined in the Assumption Agreement will have the meaning specified in the Assumption Agreement. This Term Note will be interpreted in accordance with the Drafting Conventions.

This Term Loan Note is referred to in, and is subject to the terms and conditions of, the Assumption Agreement. Without limitation, the Assumption Agreement contains provisions for acceleration of the maturity hereof upon the occurrence of certain stated events.

This Term Loan Note is secured by the Collateral and the Collateral Documents and all Liens upon and security interests created under any other written instrument or agreement stating expressly that it secures the indebtedness, liabilities or obligations of Borrower under the terms and conditions of the Assumption Agreement.

Borrower has signed this agreement effective as of the day and year first written above.

BORROWER

BLISS DAIRY, LLC, a Utah Limited Liability Company

By:_____
Timothy Scott Bliss, Manager and Member

By:_____
Robert Edward Bliss, Member

By:_____
Mike Reid Bliss, aka Mike R. Bliss, aka Michael Reid Bliss, Member

By:_____
Justin Heath Bliss, Member

1250930.01 /dmm/rqn

Bliss Dairy, LLC

Term Loan: _____

LOAN ASSUMPTION AGREEMENT

This Loan Assumption Agreement ("Agreement") is dated with a retroactive effective date of September 1, 2013; provided, however, that this Agreement only becomes effective upon the Plan Effective Date (as defined herein) following the Confirmation (as defined herein) of the Plan (as defined herein). This Agreement is between BLISS DAIRY, LLC, a Utah Limited Liability Company ("Borrower") and RABO AGRIFINANCE, INC., a Delaware corporation ("Lender" or "RAF" or "Rabo").

RECITALS

A. This Agreement arises out of three jointly administered Chapter 11 bankruptcy cases that were filed with the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court") on January 27, 2013 (the "Petition Date"), as follows: *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772 (collectively the "Bankruptcy Cases"). The Debtors in the Bankruptcy Cases are Debtor Revolution Dairy, LLC ("Revolution Dairy"), Debtor Highline Dairy, LLC ("Highline Dairy"), and Debtors Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy (the "Blisses") (collectively the "Debtors"). As of the Petition Date, the Debtors were jointly and severally indebted to the Lender under certain contracts and agreements that were entered into prior to the Petition Date. The Debtors were the respective debtors-in-possession in their Bankruptcy Cases, and the Bankruptcy Cases are being jointly administered by the Bankruptcy Court.

B. On the Petition Date, the Lender was owed the prepetition amount of $14,826,602.53 by the Debtors, jointly and severally, consisting of the principal balance of $14,810,390.47, and accrued and unpaid interest of $16,212.06, as of the Petition Date (the "Original RAF Indebtedness").

C. The interest rate on the Original RAF Indebtedness that was in effect as of the Petition Date was 7.9597%, and the per diem interest on the Original RAF Indebtedness that was in effect as of the Petition Date was $3,274.61847. Post-petition interest continued to accrue on the Original RAF Indebtedness following the Petition Date to September 1, 2013, the effective date of the modification of the Original RAF Indebtedness into the Term Loan (as defined in Section 1.01) as outlined below.

D. The writings evidencing the Original RAF Indebtedness include the following:

(i) The *Dairy Herd Line of Credit Note* dated December 9, 2011, in the original principal sum of $16,000,000.00 (the "Original RAF Note"). The Original RAF Note was executed by each of the Debtors along with Co-Borrowers Mike R. Bliss, aka Mike Reid Bliss aka Michael Reid Bliss ("Mike R. Bliss"), Timothy Scott Bliss and Justin Heath Bliss (the "Original Co-Borrowers"), jointly and severally, and was payable to the order of the Lender.

(ii) The *Credit Agreement* dated December 9, 2011, executed by RAF as lender and by each of the Debtors along with each of the Original Co-Borrowers, jointly and severally, as Borrowers (the "Original Credit Agreement").

(iii) The Original RAF Indebtedness evidenced by the Original RAF Note and the Original Credit Agreement is secured by the collateral described in the following loan documents:

(a) The *Security Agreement* (the "Original Security Agreement") dated December 9, 2011, executed by each of the Debtors and each of the Original Co-Borrowers (collectively the "Original Grantors") in favor of RAF as the Secured Party. A copy of the Original Security Agreement is attached hereto as **Exhibit A** and incorporated herein. The collateral (the "Original Personal Property Collateral") described in the Original Security Agreement consists of all of the following personal property now owned or hereafter acquired by the Original Grantors: (1) all accounts (including accounts receivable from the sale of milk products), contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, and instruments; (2) all inventory; (3) all equipment; (4) all farm products, including crops grown, growing or to be grown, livestock born or unborn, supplies used or produced in Grantors' farming operation, and products of crops and livestock in their unmanufactured state; (5) all proceeds of any crop insurance, price support payment or other government program; (6) rights and interests under Hedging Agreements, including all rights to the payment of money from Grantors under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in the Hedging Agreements; (7) accessions, attachments and other additions to the Original Personal Property Collateral; (8) substitutes or replacements for any Original Personal Property Collateral, all proceeds, products, rents and profits of any Original Personal Property Collateral, all rights under warranties and insurance contracts covering the Original Personal Property Collateral, and any causes of action relating to the Original Personal Property Collateral; and (9) books and records pertaining to any Original Personal Property Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory (the "Books and Records"). The portion of the Original Personal Property Collateral that consists of the personal property of the Original Co-Borrowers is referred to herein as the "Original Co-Borrowers' Personal Property Collateral."

(b) The *UCC Financing Statement* filed as File No. 406546201238 on January 10, 2012 with the Utah Division of Corporations and Commercial Code (the "UCC Division"), describing the Original Personal Property Collateral, and listing Revolution Dairy, LLC, Highline Dairy, LLC, Robert Edward Bliss, Judith Kay Bliss, Mike R. Bliss, Timothy Scott Bliss, and Justin Heath Bliss as debtors and RAF as Secured Party, along with the *UCC Financing Statement Amendment* filed with the UCC Division on August 23, 2012, and the *UCC Financing Statement Amendment* filed with the UCC Division on September 10, 2012 (collectively the "Original UCC Financing Statement").

(c) The *Utah Deed of Trust, Security Agreement and Financing Statement* (the "RAF Trust Deed") dated August 8, 2012, and executed by Debtor Revolution Dairy, Debtor Highline Dairy, and Debtors Robert E. Bliss and Judith K. Bliss as Trustors, in favor of RAF, Rabobank, N.A. ("RNA"), and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. ("RN") as Beneficiaries. The RAF Trust Deed was recorded on August 30, 2012 as Entry No. 00182463 in Book 555 at Page 236 with the Millard County, Utah, Recorder. The RAF Trust Deed is junior in priority to the trust deeds on the Debtors' Real Estate recorded in favor of Metropolitan Life Insurance Company ("MetLife"). The RAF Trust Deed also constitutes a security agreement and a grant of a security interest covering the personal property items referenced in the RAF Trust Deed (such items of personal property are also included in the definition of the "Original Personal Property Collateral" defined in Recital D(iii)(a) above).

E. On September 11, 2013, the Debtors filed their *Joint Chapter 11 Plan (dated September 11, 2013)* [Bankruptcy Court Docket 371]. The Debtors filed their *Joint Chapter 11 Plan (dated October 10, 2013)* (Bankruptcy Court Docket 443 and 444) (the "Plan") with the Bankruptcy Court on October 31, 2013. The Debtors also filed their *Disclosure Statement for Joint Chapter 11 Plan (dated September 11, 2013)* [Bankruptcy Court Docket 370] (the "Disclosure Statement") on September 11, 2013.

F. The Plan provides for the formation of the Borrower and the transfer and assumption of all assets and liabilities (as such liabilities are modified under the Plan) of the Debtors to the Borrower. As stated in the Plan, the transfer of the assets of the Debtors to the Borrower is subject to Rabo "retain[ing] all of its liens (including Pre-Petition liens and liens granted Post-Petition under cash collateral orders) on property transferred to Borrower under the Plan. Rabo shall further be granted a new lien on the Unencumbered Vehicles." Plan, Section 6.3.

G. Rabo and the Debtors have reached agreement (as reflected in the terms of the Plan and as further reflected in the signed *Term Sheet for Plan Treatment of Rabo's Claims* executed by the Borrowers) that the unpaid balance of the Original RAF Indebtedness (referred to in the Plan and herein as the "Rabo Allowed Secured Claims") would be $15,625,000 as of September 1, 2013, which includes the principal balance of the Original RAF Indebtedness, all accrued and unpaid interest, and all of Rabo's attorney's fees and other costs in connection with the Bankruptcy Cases to which Rabo is entitled to reimbursement under the terms of the Original Credit Agreement, all of which shall be capitalized and shall become unpaid principal on September 1, 2013. The Plan provides that "Post-Confirmation, Rabo's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the [Rabo] Allowed Secured Claims and the terms set forth in Schedule 1 [to the Plan]." The Plan further provides that the new note for Rabo's Secured Claims under the Plan would have an effective date of September 1, 2013, and "the new note and related loan documents shall be incorporated into the Confirmation Order." Plan, Section 6.3.

H. This Agreement constitutes part of the new note and related loan agreements contemplated by the Plan for the assumption by the Borrower and the payment of the Rabo Allowed Secured Claims under the Plan.

ARTICLE 1 – BORROWER'S ASSUMPTION OF THE ORIGINAL RAF INDEBTEDNESS, AS MODIFIED BY THE PLAN INTO THE TERM LOAN

1.01 **Assumption and Loan Amount.** Consistent with the terms of the Plan, Borrower hereby assumes the Original RAF Indebtedness, as modified by the Plan and superseded by the terms of this Agreement and the Term Loan Note (referred to herein as the "Term Loan"). The principal balance of the Original RAF Indebtedness as modified by the Plan to become the Term Loan and as assumed by the Borrower is the principal sum as of September 1, 2013 of $15,625,000.00.

1.02 **Interest**. The unpaid principal balance of the Term Loan shall (absent an Event of Default and failure to cure the Event of Default as outlined in this Agreement) accrue interest at the applicable non-default interest rate set forth as follows: (a) The non-default interest rate shall be 5.53% per annum for the first five years of the Term Loan to September 1, 2018 (this rate began to accrue on September 1, 2013, even though Confirmation of the Plan and the Plan Effective Date are both after this date); and (b) As of September 1, 2018, the non-default

interest rate will reset and will be Adjusted by Lender to be the higher of 5.53% per annum or the Wall Street Journal Prime Rate (as published by the Wall Street Journal on September 1, 2018) plus 2.25% per annum, and this non-default rate will be in effect from September 1, 2018 to the Maturity Date.

1.03 **Required Monthly Payments; Maturity Date.**

(a) As outlined in the Plan, the monthly Plan payment to Rabo is $157,000.00 per month, beginning on September 1, 2013. The monthly Plan payment amount of $157,000.00 began on September 1, 2013, and continued each and every month on or before the 1st day of each month until Confirmation, at which time the monthly $157,000.00 payment obligations under the Term Loan became effective. Accordingly, the monthly payment on the Term Loan shall be $157,000.00 per month, and this same monthly amount shall continue on the first day of each month toDecember 1, 2013, and thereafter on the first day of each month to the Maturity Date. Upon Confirmation, the $157,000.00 per month payments that have been made prior to Confirmation shall be credited to reduce the total balance owed under the Term Loan.

(b) Rabo will not assess any pre-payment penalty or yield maintenance provision under the Term Loan.

(c) The maturity date ("Maturity Date") of the Term Loan shall be November 1, 2020. On the Maturity Date, all accrued and unpaid interest under the Term Loan and all other costs and expenses incurred in connection with the Term Loan (including attorneys' fees and costs, if any) and the remaining principal balance of the Term Loan will be paid in full. Upon payment in full of all Loan Obligations, Rabo will release all of its liens and security interests in Borrower's assets and the assets of the Guarantors.

1.04 **Prepayments.** Prepayments of the Term Loan may be made at any time without prepayment fee or penalty.

1.05 **The Term Loan Note.** The Term Loan will be evidenced by, among other documents, this Agreement and a promissory note in a form provided by Lender (the "Term Loan Note").

ARTICLE 2- COVENANTS REGARDING THE TERM LOAN

2.01 **Computation of Interest.** All computations of accrued interest under the Loan Documents other than interest at the Maximum Rate, will be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) elapsed; and all computations of interest accrued at the Maximum Rate will be based upon a year of the actual number of days in the respective year.

2.02 **Default Rate.** Upon the occurrence of an Event of Default, the Default Rate for the Loan Obligations shall be the then applicable non-default rate for the Term Loan plus an additional increment of 7.00% per annum. The Default Rate shall begin to accrue as of the end of the applicable cure period outlined in this Agreement if Borrower has not cured the Event(s) of Default specified in Rabo's written notice of default by the end of the applicable cure period, and shall continue until the date Lender notifies Borrower that the Event of Default is waived or cured or until all Loan Obligations are paid in full. Interest payable at the Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month.

The provisions of this section may result in compounding of interest. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

2.03 **Maximum Rate.** Notwithstanding any provision of this Agreement to the contrary, (a) no interest will be due on any amount due under this Agreement if, under Applicable Law, Lender is not permitted to charge interest on that amount, and (b) in all other cases interest due under this Agreement will be calculated at a rate not to exceed the Maximum Rate. If Borrower is requested by Lender to pay interest on any amount due under this Agreement at a rate greater than the Maximum Rate, the amount of interest due on that amount will be deemed the Maximum Rate and all payments in excess of the Maximum Rate will be deemed to have been Prepayments without prepayment fee or penalty, and not interest. All amounts other than interest which are paid or agreed to be paid to Lender for the use, forbearance, or detention of Borrower's indebtedness to Lender under this Agreement shall, to the extent permitted by Applicable Law, be amortized over the full stated term of the Term Loan, so that the rate of interest on account of the Term Loan does not exceed the Maximum Rate for so long as the Term Loan is outstanding.

2.04 **Method and Application of Payments.** In connection with the Confirmation of the Plan, Rabo has agreed that MetLife's monthly Plan payments are to be made by Borrower via milk assignment. In addition, Borrower's monthly payments to Rabo on the Term Loan shall be made via milk assignments that are junior to the MetLife milk assignment. So long as there is no Event of Default that has not been cured within the applicable cure period, Borrower will be authorized to use the balance of all milk payments for its operational costs and Plan payments after the MetLife Plan payments and the monthly Term Loan payments to Rabo have been made via milk assignments. If there is an Event of Default that has not been cured within the applicable cure period, then the balance of the milk assignment payments after the MetLife Plan payment is made shall be forwarded directly to Rabo, and shall not be paid to Borrower absent Rabo's written consent. All payments received by Lender (including, to the extent permitted by Applicable Law, all proceeds received from the sale or other liquidation of the Collateral) will be applied to the Loan Obligations first to any unpaid Loan Obligations other than non-default interest and principal, then to accrued and unpaid non-default interest, and then to the unpaid principal of the Term Loan. The early date of making a regularly scheduled payment will be disregarded for purposes of allocating the payment between principal and interest. For this purpose, the payment will be treated as though made on the date due. Further, late payment received within 15 days of the due date also will be disregarded for the purposes of allocating the payment between principal and interest, and such late payment shall likewise be treated as though made on the due date.

2.05 **Herd Consultant.** Rabo agrees to the continued employment by Borrower of its Herd consultant, Dr. Robert Corbett, or such other Herd consultant as Borrower shall designate in writing.

ARTICLE 3- COLLATERAL

3.01 **Collateral Documents.** Pursuant to the terms of the Plan, Rabo retains all of its pre-petition Liens and security interests and its cash collateral replacement Liens that Rabo had against the Debtors, with such Liens and security interests to continue to attach to the Debtors' assets as they are transferred pursuant to the Plan to Borrower. Accordingly, the payment and performance of the Loan Obligations are secured by the following collateral (all of the collateral

securing the Loan Obligations, including the Original Collateral, the Original Co-Borrowers' Personal Property Collateral, the Additional Borrower Collateral, and all other collateral referenced in this Agreement, is referred to herein as the "Collateral", and those instruments and agreements securing all or any of the Loan Obligations are referred to herein as the "Collateral Documents"):

(a) The Collateral covered by all Liens in favor of Lender created under (i) the RAF Trust Deed (including that portion of the Original Personal Property Collateral described in the RAF Trust Deed); and (ii) the Original Security Agreement which created the Liens on the remainder of the Original Personal Property Collateral (which were originally perfected by the filing of the Original Financing Statement) (the property encumbered by those Liens is referred to herein as the "Original Collateral");

(b) The Plan provides: "No provision of this Plan shall be construed to discharge or modified any debt owed by a guarantor or other third party that may be liable with the Debtors on any debt provided for under the Plan." Plan, Article 18. Accordingly, Borrower acknowledges that the Loan Obligations shall continue to be secured by the Liens in favor of Lender against the Original Co-Borrowers' Personal Property Collateral that were created pursuant to the RAF Trust Deed and the terms of the Original Security Agreement attached as **Exhibit A**, and such Liens will continue to be perfected by the filing of the Original Financing Statement;

(c) In order to effectuate the continuation of Rabo's pre-petition Liens and security interests in the Debtors' assets (including the personal property Liens arising under the RAF Trust Deed) as they are transferred pursuant to the Plan to Borrower, the Borrower hereby agrees pursuant to Utah Code Annotated § 70A-9a-203(4) & (5) to become bound as a new debtor under the Original Security Agreement and the RAF Trust Deed, and the Borrower acknowledges and agrees that the provisions of Utah Code Annotated § 70A-9a-203(4) & (5) apply to Borrower because by contract (including the terms of the Plan) the Debtor has become generally obligated for the obligations of the Debtors to Rabo, including the obligations secured under the Original Security Agreement and the RAF Trust Deed, and the Borrower is acquiring and succeeding to substantially all of the assets of the Debtors. The Borrower further acknowledges and agrees that the Borrower's existing and after-acquired property will now become part of Rabo's Original Personal Property Collateral (as defined in this Agreement) to the extent that the collateral descriptions in the Original Security Agreement and the RAF Trust Deed describe the Borrower's existing and after-acquired property. Borrower authorizes Rabo to file amendments to the Original UCC Financing Statement as well as new UCC financing statements to identify Borrower as the new debtor for the Original Personal Property Collateral.

(d) Borrower also assigns and grants to Rabo a security interest in all of the Debtors' titled vehicles[1] that are identified in **Exhibit B** attached hereto and incorporated herein that are being transferred to Borrower pursuant to the Plan (such titled vehicles are defined herein as the "Additional Borrower Collateral"), and Rabo shall automatically be deemed perfected in

[1] The list of titled vehicles on Exhibit B specifically excludes the personal use vehicles of Robert Edward Bliss and Judith Kay Bliss, which are a 2009 Lexus LS 460, a 1995 Dodge Ram 2055 PU, a 1978 Toyota Landcruiser, a 1976 Toyota Landcruiser, a 1970 Toyota Landcruiser, a 1990 5th Wheel Camp Trailer, and a 1995 Mastercraft 19 foot boat & trailer.

such titled vehicles pursuant to the terms of the Plan and Confirmation Order (and Borrower also will assist Rabo in ensuring that Rabo's lien is noted on the Certificates of Title for the titled vehicles, with the originals of the Certificates of Title to be retained by Rabo);

(e) The Collateral covered by all Liens in favor of Lender created under the Security Agreement dated September 1, 2013 (the "Guarantors' Security Agreement"), executed by each of the Guarantors, in which the Guarantors grant to Rabo security interests in all of their personal property (excluding the personal use vehicles of Robert Edward Bliss and Judith Kay Bliss listed in Footnote 1 to this Agreement) to secure the payment in full of the Loan Obligations. The security interests granted under the Guarantors' Security Agreement will include security interests granted by Robert Edward Bliss, Mike Reid Bliss, Timothy Scott Bliss and Justin Heath Bliss (who are the members of Borrower), whereby they will specifically pledge and grant security interests to Rabo in all of their uncertificated membership interests in Borrower that are to be issued to them pursuant to the Plan and all other general intangibles, and such members will agree in writing (and Borrower hereby also agrees) that no certificates for such membership interests in Borrower will be created without the advance written consent of Rabo. Further, such members will agree in writing (and Borrower hereby also agrees) that, in the event certificates of such membership interests are created, the originals thereof shall be delivered to Rabo within five (5) days.

(f) The Collateral and Liens covered by any other instrument or agreement delivered to Lender in conjunction with this agreement, which states that it secures all or any of the Loan Obligations.

ARTICLE 4- CONDITIONS

4.01 **Effective Date of the Modification of the Original RAF Indebtedness and Borrower's Assumption of the Term Loan.** The Original RAF Indebtedness shall be considered to have been modified by the Plan into the Term Loan, and the effective date of the Borrower's assumption of the Term Loan, and Rabo's agreement to the modification of the Original RAF Indebtedness into the Term Loan shall occur upon the satisfaction of the following conditions precedent:

(a) The Plan has been Confirmed by the entry of the Confirmation Order, and the Confirmation Order has become a Final Order, and the Effective Date of the Plan has occurred;

(b) Borrower has executed and delivered the Loan Documents to which the Borrower is a Party to Lender; and Lender has executed this Agreement and all other Loan Documents to which Lender is a Party;

(c) The Guarantors have executed and delivered to Rabo a Loan Guaranty document (the "Guaranty") prepared by Rabo which will provide for their joint and several unconditional and continuing guarantee of the payment in full of the Loan Obligations, and the Guarantors will also execute and deliver to Rabo the Guarantors' Security Agreement;

(d) Lender has received evidence satisfactory to Lender, that all regulatory approvals, permits and licenses required under Applicable Law for Borrower's business operations have been issued and are in full force and effect;

(e) Lender has received evidence satisfactory to Lender, that the Liens granted to Lender under the Collateral Documents are valid, enforceable, properly perfected, and prior to the rights and interests of all other Persons, except those rights and interests provided for under the Plan; and

(f) Lender has received evidence satisfactory to Lender, that all policies of insurance and endorsements required by Lender or under the Loan Documents are issued and are in full force and all premiums for those policies have been paid through the date required by Lender.

ARTICLE 5– BORROWER REPRESENTATIONS

5.01 **Representations.** Borrower represents to Lender that:

(a) Borrower has complied with all Applicable Laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in the State of Utah;

(b) Borrower has complied with all requirements of Title 11 of the United States Code, and the execution, delivery and performance by Borrower of each Loan Document to which it is a Party has been duly authorized by Title 11 of the United States Code and, where required, by the United States Bankruptcy Court for the District of Utah;

(c) the execution, delivery and performance by Borrower of each Loan Document to which it is a Party, is within the powers and authority of Borrower and has been duly authorized;

(d) to Borrower's knowledge, the Loan Documents do not conflict with any Applicable Law;

(e) each Loan Document to which Borrower is a Party is a legal, valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, and any instrument or agreement required thereunder, when executed and delivered to Lender, will be similarly legal, valid, binding and enforceable;

(f) Borrower is in compliance with all Applicable Laws (including all Environmental Laws);

(g) Borrower is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986;

(h) In connection with the Collateral, Borrower represents to Lender that: (i) the legal name of Borrower is as appears in the first paragraph of this agreement; (ii) Borrower has not used any trade name, assumed name or other name except Borrower's name stated in the first paragraph of this Agreement; (iii) Borrower’s place of business, or its chief executive office, if it has more than one place of business, is located at the address stated in paragraph 7.02(a) of this agreement; (iv) except for liens expressly permitted under the terms of the Plan, Borrower has not granted any security interest in any of the Collateral except to Lender; (v) Borrower is not in default under any of its advanced feed contracts or silage contracts, and (vi) there are no claims, actions, proceedings or investigations pending or threatened against Borrower or affecting the Collateral with respect to any violations of Applicable Laws; and

(i) there is no Event of Default or event which, with notice and lapse of the applicable cure period without a cure would be an Event of Default.

5.02 **Information Accurate and Complete.** Borrower's submission of any report, record or other information pertaining to the condition or operations, financial or otherwise, of Borrower, from time to time, whether or not required under this agreement, will be deemed accompanied by a representation by Borrower that the report, record or information is complete and accurate in all material respects as to the condition or operations of Borrower (and, if applicable, Borrower's members), including, without limitation, all material contingent liabilities.

ARTICLE 6 – BORROWER COVENANTS

Until such time as all Loan Obligations have been paid in full:

6.01 **Collateral Covenants**. Borrower covenants to do the following with respect to the Collateral:

(a) Subject to the specific pre-petition lien rights of MetLife under the Intercreditor Agreement between MetLife and Rabo, Borrower shall cause express assignments of milk checks to be filed with the respective milk buyers that will be consistent with the terms of this Agreement with respect to the monthly payments to MetLife and to Rabo under the Term Loan, and which will further assign and transfer to Rabo all of the milk checks less the amount of monthly payments owed to MetLife, in the event of a default by the Borrower and the failure to cure said default within the applicable cure period under this Agreement. Rabo has agreed that the monthly MetLife payment (beginning on the last day of November) shall be made from the second monthly IFS milk check that is issued by IFS on the last day of each month, and the monthly Rabo payment (beginning on the last day of November) shall also be made from the second IFS milk check that is issued by IFS on the last day of each month; provided, that the required milk assignments in favor of Rabo must still be in effect at all times with all of the Borrower's milk buyers, including IFS and DFA, notwithstanding the foregoing agreement on the method for the payment of the monthly MetLife and Rabo payments;

(b) Borrower shall properly preserve, maintain and care for the Collateral; defend the Collateral against any adverse claims and demands; protect, diligently collect all accounts; and keep complete, current, and accurate Borrower Books and Records with respect to the Collateral and any proceeds or collections;

(c) Borrower shall notify Lender in writing prior to any change in (i) Borrower's name, identity or business structure or (ii) the location(s) of (A) Borrower's place of business or Borrower's chief executive office if Borrower has more than one place of business, (B) Borrower's state of organization, or (C) the Borrower Books and Records concerning any Collateral;

(d) Borrower shall promptly notify Lender in writing of any event which affects the value of the Collateral, the ability of Borrower or Lender to dispose of the Collateral, or the rights and remedies of Lender in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise;

(e) except for purchase money security interests related to normal trade credit and Liens expressly permitted under the terms of this Agreement or the Plan, Borrower will not grant any security interest in any of the Collateral except to Lender, and will keep the Collateral free of all Liens, claims, security interests and encumbrances of any kind or nature except the security interest of Lender and such permitted Liens;

(f) Borrower shall not have a payment default under any advanced feed contracts or silage contracts to which it is a party;

(g) Borrower shall not grant any purchase money security interests or any other liens with respect to any livestock owned or hereinafter acquired by Borrower;

(h) Borrower shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Lender's security interest;

(i) until Lender exercises its rights to make collection, Borrower will diligently collect all Collateral;

(j) if any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, Borrower shall immediately deliver such document to Lender, together with any necessary endorsements;

(k) Borrower will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral, except that until an Event of Default or the revocation by Lender of Borrower's right to do so, and subject to the provision of this agreement, Borrower may (i) sell or lease any Collateral constituting inventory or farm products in the ordinary course of business at prices constituting the fair market value thereof; and (ii) use feed, seed, fertilizer, chemicals, medicines and other supplies used or produced in Debtor's farming operations in the ordinary course of Borrower's farming operations;

(l) Borrower shall execute and deliver within three (3) days of request such additional documents as may be reasonably requested by Lender in connection with Lender's security interest in the Collateral, including all account control agreements, assignments, transfers and other documents required by Lender to transfer to Lender, all federal and state government program payments, rights to payment, accounts, general intangibles and benefits, or to perfect or enforce Lender's security interests in any of Borrower's Collateral; and

(m) Borrower will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless Borrower first obtains the written consent of any owner, holder of any Lien on the real property or fixture, or other person having an interest in such property to the removal by Lender of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Lender and shall provide that Lender has no liability to such owner, holder of any Lien, or any other person.

6.02 **Books and Records.** Borrower shall maintain proper books of record and account including full, true, and correct entries of all dealings and transactions relating to its and their business and activities on a cash basis, in all material respects in conformity with generally accepted accounting principles ("GAAP") or the Financial Guidelines for Agricultural Producers, published by the Farm Financial Standards Council (those guidelines, the "FFSC"), at Borrower's option. Borrower's books and records of account shall clearly delineate whether GAAP or FFSC accounting rules and conventions have been followed in preparing such books and records of account.

6.03 **Reporting Requirements.** Borrower shall furnish to Lender all of the following reports, which reports will be prepared and submitted to Rabo solely at the expense of Borrower:

(a) **Weekly/Monthly Reports**. The following reports will be submitted on a weekly basis for the first year after the Plan Effective Date, then on a monthly basis thereafter until the Loan Obligations are paid in full:

(i) Asset Position Report ("APR") – This Report will have a format similar to the prior Borrowing Base Report that applied under Original Credit Agreement. The APR will list the following Collateral categories for Borrower on each Report using the following valuation methods: (1) Cash/Receivables (Milk Receivables and Receivables for Cull Sales): 100% of actual amounts; (2) (a) Livestock – Milking & Dry Cows: $1,350.00 per cow, provided that if there is a covenant default under Section 6.01(e) or a payment default under Section 7.01(a)(ii) of this Agreement such that Rabo's security interest in the cow is not in a first priority lien position (other than the WAC Cattle), zero credit with respect to such cow(s) will be given; (b)

Livestock – Springing Heifers: $1,460.00 per cow, provided that if there is a a covenant default under Section 6.01(e) or a payment default under Section 7.01(a)(ii) of this Agreement such that Rabo's security interest is not in a first priority lien position (other than the WAC Cattle), zero credit with respect to such cow(s) will be given; (c) Livestock – Bulls - $1,350.00 per head, provided that if there is a a covenant default under Section 6.01(e) or a payment default under Section 7.01(a)(ii) of this Agreement such that Rabo's security interest is not in a first priority lien position (other than the WAC Cattle), zero credit with respect to such cow(s) will be given; and (d) Livestock – Replacement Heifers: incremental as per the historical borrowing base, provided that if there is a covenant default under Section 6.01(e) or a payment default under Section 7.01(a)(ii) of this Agreement such that Rabo's security interest is not in a first priority lien position (other than the WAC Cattle), zero credit with respect to such cow(s) will be given; (3) Feed, Grain, & Misc. Inventory that has been paid for in full and that has been segregated and not commingled with feed, grain or miscellaneous inventory that is subject to a security interest that is senior to Rabo's security interest in such collateral: 100% of actual cost (but may not be double counted under another category such as prepaid expenses or advanced feed contracts); provided, that for crops delivered under Advance Feed Contracts, the APR value shall be 100% of the actual contract price under the applicable Advance Feed Contract plus harvesting costs less the outstanding unpaid amount under such Advance Feed Contract; (4) Prepaid Expenses: 100% of actual expense; (5) Growing Crop Input Costs: 60% of actual expenses; provided, however, that Borrower shall receive no credit if it fails to timely pay any lease payment on leased property on which Borrower is growing crops and claiming Collateral credit for Growing Crop Input Costs, and provided further that any Growing Crop Input Costs will be removed from the APR once such growing crops are taken into inventory; (6) Advance Feed Contracts: 60% of actual expenses, but only until such time as the feed has been paid for in full, at which time the feed shall be counted solely as inventory, and only to the extent that Borrower is not in default under any such Advanced Feed Contracts; and (7) Equipment: For existing equipment, the APR value will be the liquidation value listed in Rob Olsen's appraisal report that was prepared for the Debtors during the Bankruptcy Cases, less depreciation of 7% per year, with the depreciation to begin on September 1, 2014. For new equipment, the APR value will be the cost of the equipment, less straight line depreciation over 72 months from the date of the acquisition of the new equipment. The Equipment shall include all of the Debtors' titled vehicles (other than the vehicles that Robert Edward and Judith Bliss have purchased for their personal use, as more fully outlined in paragraph 3.01(d) of this Agreement) and all equipment on the Rob Olsen appraisal report that might be considered fixtures, but shall not include any of the equipment on the Rob Olsen list that is financed by another party or leased by Borrower, unless Borrower first pays off the financing or exercises any purchase option for any leased equipment and acquires such equipment free and clear of all liens, claims and encumbrances, and Borrower delivers the certificates of title to such equipment to Rabo and executes a security interest on the certificates of title in favor of Rabo. Rabo's junior lien on the Debtors' Real Estate pursuant to the RAF Trust Deed will not be included in the APR or in any covenants or calculations based upon the APR. Except as expressly set forth herein, any asset or property of the Borrower that is encumbered by a lien or security interest that is senior or equal in priority to the lien or security interest in favor of Rabo shall not be included on the APR, and shall be given no value on the APR. Borrower and Lender acknowledge that Western Ag Credit has asserted a senior lien position on 517 of the Debtors' cattle (the "WAC Cattle"). With respect to the WAC Cattle, the APR will also reflect a deduction against the value of the Borrower's Livestock equal to the then outstanding balance of the unpaid obligations to LaMont Poulsen and K.C. Farm's, Inc. that give rise to the Western Ag Credit claim to a senior lien on the WAC Cattle. This deduction applies only to the WAC Cattle, and Lender has no obligation

to accept any partial value calculation for any collateral on which there is an asserted senior lien in violation of Borrower's covenants under Section 6.01(e) of this Agreement and/or as to which there is a payment default under Section 7.01(a)(ii) of this Agreement.

(ii) Accounts Payable Report – no change from the form of the report submitted to Rabo during the pendency of the Bankruptcy Cases.

(iii) Production and inventory report – no change from the form of the report submitted to Rabo during the pendency of the Bankruptcy Cases.

(iv) Cash Flow report – no change from the form of the report submitted to Rabo during the pendency of the Bankruptcy Cases.

(v) DHI Plus Herd data file or information from any other Herd record keeping system or software program to verify Herd composition.

(b) **Monthly Reports**. The following monthly reports are due to Rabo within 15 days after month end:

(i) Copies of the final milk check for each of the Borrower's three dairy operations from each milk buyer (provided, that if Borrower has not received the final milk check within 15 days after month end, then the delivery deadline for the final milk check will be five days after Borrower receives such final milk check).

(ii) Borrower reconciled bank statements for the prior month.

(iii) Borrower monthly internally prepared financial statements prepared according to GAAP, including: (A) Income Statement; (B) Balance Sheet; (C) Statement of Cash Flow; (D) All notes to the financial statement.

(iv) Borrower's QuickBooks data file and spreadsheets in native format.

(v) Borrower's Budget (based upon the Debtors' projections in the Plan and/or the Disclosure Statement) to actual comparison for each month.

(c) **Quarterly Reports**. The following quarterly reports are due to Rabo at the end of each fiscal quarter:

(i) Quarterly Self Prepared personal balance sheets from each of the Guarantors, each certified in writing by the individual Guarantor as true, accurate and complete.

(ii) CPA Reviewed financial statements for Borrower, due 60 days after each fiscal quarter end.

(d) **Annual Reports**. The following annual reports are due to Rabo each year:

(i) CPA Reviewed financial statement for Borrower for the prior fiscal year, due 60 days after fiscal year end.

(ii) Federal and State Income Tax returns filed by each of the Guarantors, to be submitted not later than 15 days after filing, but in any event no later than May 1 of the year following each tax year, including all schedules and exhibits and any extensions of the filing date.

(e) **Management Letters**. Promptly upon sending or receipt, Borrower shall provide Rabo with copies of any management letters and correspondence relating to management letters, sent to or received from Borrower's or any Guarantor's accountants.

(f) **Hazardous Substance Notices**. Promptly upon receipt, Borrower shall provide Rabo with copies of all notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to health, safety, the environment, or any Hazardous Substances with regard to Borrower's property, activities, or operations, or (ii) any claim against Borrower regarding Hazardous Substances.

(g) **Other Notices**. Borrower shall provide Rabo with notice of the occurrence of any of the following, promptly, but in any event no later than five days after such occurrence: (i) any substantial dispute between Borrower and any Governmental Authority; (ii) the failure by Borrower to comply with the terms and provisions of this agreement; or (iii) any change in Borrower's name, legal structure, place of business, or chief executive office.

6.04 **Maintenance of Assets.** Borrower shall maintain and preserve all rights, privileges, and franchises Borrower now has; and make any repairs, renewals, or replacements to keep Borrower's properties in good working condition.

6.05 **Existence and Good Standing.** Borrower shall preserve and maintain its existence and good standing in the State of Utah.

6.06 **Change in Business.** Borrower shall not engage in any material line of business substantially different from, or unrelated to, those lines of business conducted by Borrower on the date hereof.

6.07 **Compliance with Laws.** Borrower shall comply in all respects with all Applicable Laws and pay before delinquency, all taxes, assessments, and Governmental Authority charges imposed upon Borrower or its property.

6.08 **Rabo's Collateral Inspection Rights**. Rabo will have the right and ability to inspect the Borrower's Herd and Rabo's other Collateral and to check Herd numbers and the agreed-upon quality of Herd parameters at any frequency. This will include access as soon as possible, but in any event no later than 48 hours of Rabo's request, to Borrower's electronic Herd records. Borrower will reimburse Rabo for the costs of two Collateral inspections each year (estimated cost: $1,500 to $2,000 per inspection). Rabo will assume the expense of any additional inspections.

6.09 **Insurance.**

(a) Borrower shall: (i) maintain (or cause to be maintained) the insurance coverages for Rabo's Collateral in the same manner as maintained by the Debtors prior to the Petition Date for Rabo's Collateral, (ii) maintain insurance coverage for Borrower's Livestock so long as the annual cost for such insurance coverage does not exceed $18,000 per year, (iii) pay (or cause payment of) all premiums for the foregoing insurance requirements on or prior to the date when due, and/or (iv) list Rabo as an additional loss payee on all applicable insurance coverages.

(b) All policies of insurance required under the Loan Documents must be issued by companies approved by Lender, and must be acceptable to Lender (so long as they are within the parameters outlined in this agreement) as to amounts, forms, risk coverages, deductibles, expiration dates, and loss payable and cancellation provisions.

(c) If and whenever Lender believes that any required insurance is not in effect, Lender may (but will not be obligated to) procure that insurance at Borrower's expense. Borrower shall reimburse Lender, on demand, for all premiums on that insurance paid by Lender.

6.10 **Arms' Length Dealing.** Except for *de minimis* transactions, Borrower shall not enter into any transaction of any kind with any family member, Subsidiary or Affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to Borrower as would be obtainable by any Borrower at the time in a comparable arm's length transaction with a Person other than a family member, Subsidiary or Affiliate.

6.11 **ERISA Plans.** Borrower shall promptly pay and cause all Subsidiaries to pay contributions adequate to meet not less than the minimum funding standards under ERISA with respect to each and every Plan; file each annual report required to be filed pursuant to ERISA in connection with each Plan for each year; and notify Lender within ten days following the occurrence of any Reportable Event that might constitute grounds for termination of any capital Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer any Plan. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Capitalized terms in this section shall have the meanings defined within ERISA.

6.12 **Legal Fees; Costs.** Borrower shall pay the following: (a) all costs, expenses and Legal Fees paid or incurred in connection with the collection or enforcement of the Loan Documents, whether or not suit is filed; (b) costs and Legal Fees paid or incurred in connection with any Insolvency Proceeding involving a claim under the Loan Documents; (c) costs, expenses and Legal Fees incurred to protect the Liens and security interests under the Collateral Documents; and (d) costs of suit and such sum as the court may adjudge as Legal Fees in any action to enforce payment of the Term Note or any part thereof. The Borrower agrees to pay such costs, expenses and Legal Fees within fifteen (15) days of demand for payment from the Lender. The Borrower acknowledges that the monthly milk assignments outlined in Section 6.01(a) of this Agreement are not set up to pay such costs, expenses and Legal Fees, and therefore such costs, expenses and Legal Fees will need to be paid by the Borrower independent of the monthly milk assignments. Notwithstanding the foregoing or any other provision herein, Borrower shall not be liable for any additional fees and costs incurred by Rabo prior to November 1, 2013 in connection with, or as a result of, the Bankruptcy Cases or the Plan including, without limitation, those fees and costs incurred to prosecute or defend any adversary proceeding relating to the Bankruptcy Case, to document the terms of the Borrower's Term Loan or the obligations of the Guarantors, and to maintain or establish perfection of any security interests or Liens against the property of the Borrower or the Guarantors, but Borrower will be liable for any such fees and costs incurred by Rabo on or after November 1, 2013 (the "Post-Confirmation Fees"). Notwithstanding the 15-day deadline for payment set forth above (which will apply to all costs, expenses and Legal Fees that are not covered by the following exception), with respect to all invoices for Post-Confirmation Fees that are incurred by Rabo prior to December 31, 2013, the Borrower shall have 120 calendar days from the date of the invoice from Rabo covering such Post-Confirmation Fees to pay such invoice (provided that there is no Event of Default under this Agreement during such 120-day period), meaning that the Borrower does not have to pay such invoice for 120 calendar days from the date of the

invoice, but such invoice has to be paid in full on the 120th day or there will be an Event of Default under this Agreement. If there is an Event of Default under this Agreement during such 120-day period, then all outstanding invoices for Post-Confirmation Fees will be due within fifteen (15) days of such Event of Default.

6.13 **Assumption of Attorney's Fees Provisions from the Original Credit Agreement and the RAF Trust Deed.** Pursuant to the Plan, the Debtors and the Borrower have agreed that all existing loan terms under Rabo's loan documents with the Debtors regarding payment of Rabo's attorneys' fees and costs and related expenses shall continue to apply to the Term Loan. Accordingly, the following provisions of the RAF Trust Deed also apply to Borrower with respect to the Term Loan and the Loan Obligations under this agreement:

(a) Pursuant to Section 1(f) of the RAF Trust Deed, the Debtors each jointly and severally covenanted, warranted, and agreed as follows, which shall also apply to the Borrower: "(f) To pay on demand all legal expenses, costs of title searches, or attorney fees reasonably incurred or paid by the Collateral Agent [Rabo] or Beneficiary [Rabo, RNA and RA] to collect the Note or foreclose or protect the encumbrance of this Deed of Trust".

(b) Pursuant to Section 7 of the RAF Trust Deed, the Debtors jointly and severally (as the trustors under the RAF Trust Deed) agreed to the following, which shall also apply to the Borrower as the transferee of the Debtors' Real Estate that is being transferred to the Borrower pursuant to the Plan:

> 7. **Trustee's and Attorney's Fees**. The Trustor shall pay all costs, expenses, and fees whatsoever which are in any way related to, or which are in any way incurred by the Collateral Agent, Beneficiary or Trustee in connection with, this Deed of Trust, the indebtedness secured hereby, or the enforcement or protection of the Collateral Agent's, Beneficiary's or Trustee's rights and interests hereunder or otherwise in connection with such indebtedness, including Trustee's and attorney's fees as follows: (a) In the event the Collateral Agent's or Beneficiary's rights are enforced or in any way protected through the services of an attorney, but not in conjunction with acceleration of the maturity of the indebtedness secured hereby, a reasonable attorneys' fee; (b) In the event the Collateral Agent or Beneficiary accelerates the maturity of such indebtedness and thereafter reinstatement thereof occurs, Trustee's and attorneys' fees actually incurred not exceeding such amount as is permissible under the statutory law which is in effect at the time said reinstatement occurs; (c) In the event a sale of the Property is effected by Trustee pursuant to the Power of Sale available hereunder, a reasonable Trustee's fee and a reasonable attorneys' fee; (d) In the event an action is commenced to obtain judgment for a deficiency remaining after exercise of the Power of Sale, a reasonable attorneys' fee; and (e) In the event a decree of foreclosure is entered in proceedings to judicially foreclose this Deed of Trust, a reasonable attorneys' fee. Should the Collateral Agent, Beneficiary or Trustee, or any of the three, become parties to any action to enjoin foreclosure of this Deed of Trust, or other legal proceedings instituted by the Trustor or by any successor or third party, or should the Trustor institute or be subject to any bankruptcy, reorganization, receivership, or other proceeding in relation to creditors, then all attorneys' fees and costs incurred in any such action or proceeding by the Collateral Agent, Beneficiary or Trustee shall be secured by this Deed of Trust and shall be paid by the Trustor upon demand.

6.14 **Other Acts.** Upon request by Lender, Borrower shall cooperate with Lender for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien granted under this agreement or the Collateral Documents, or to carry out the intent of the Loan Documents.

ARTICLE 7 - EVENTS OF DEFAULT, DEFAULT NOTICES, AND REMEDIES

7.01 **Events of Default.** Upon Lender's election, the following will each be an event of default under this agreement upon the expiration of the applicable cure period outlined below (each, an "Event of Default"):

(a) **Payment defaults**. The following will be payment defaults for the Loan Obligations:

(i) Borrower fails to pay any payment under the Plan in full when due to Rabo, MetLife, or Western Ag Credit (the Western Ag Credit payments are the payments to be made under the Plan to K.C. Farm's, Inc. or LaMont Poulsen that are to be applied against the Western Ag Credit alleged security interests in cattle sold to the Debtors). However, if Western Ag Credit agrees in writing to either waive all of its alleged security interests in the Debtors' cattle or to unconditionally subordinate its alleged security interests in the Debtors' cattle to Rabo's security interests, or if the Bankruptcy Court rules by a final order or judgment that Western Ag Credit has no security interests in any of the Debtors' or Borrower's cattle, and so long as such ruling is not reversed on appeal, then a failed payment to Western Ag Credit shall not be a payment default.

(ii) Borrower fails to pay any post-petition debt or post-Confirmation debt that would give rise to a post-Confirmation Lien having a priority superior to Rabo's security interests, such as a federal tax lien, an ad valorem real property tax lien or a purchase money lien on newly acquired property, as and when the same comes due in the ordinary course of business.

(b) **Failure to Maintain the Herd Maintenance Requirements – Non-Payment Defaults.** Borrower will be in default under the Loan Obligations for failure to maintain the quantity and quality of Borrower's Herd and the milk production from the Herd pursuant to the following agreed upon criteria during the entire term of the Term Loan, and such default shall be a non-payment default for the Term Loan:

(i) The Herd size must be maintained at the minimum level of 7,900 cows for milking, hospital and dry cows for one year after the Plan Effective Date, and a minimum of 7,950 cows for milking, hospital and dry cows thereafter until the Term Loan is paid in full. Borrower shall be entitled to include in the number of milking cows that it maintains any springing heifers that are within sixty (60) days of calving or freshening.

(ii) Borrower will produce not less than 145,000 cwt of milk each month for the second, third and fourth fiscal quarters (April through December) of each year, and not less than 140,000 cwt of milk for the months in the first fiscal quarter (January, February and March of each year).

(iii) The makeup of the Borrower's Herd shall at the end of each month meet the following criteria: (1) 25% minimum to 35% maximum of milking cows in their 1st Lactation;

(2) 25% minimum to 33% maximum of milking cows in their 2nd Lactation; and (3) 40% minimum to 50% maximum of milking cows in their 3rd Lactation or greater.

(iv) The Protein level for the milk produced by Borrower for any month will be 2.9% or greater, but there will be no Event of Default if the average for the month in question and the immediately preceding two months is 2.9% or greater.

(v) The Butterfat level for the milk produced by Borrower each month will be 3.25% or greater, but there will be no Event of Default if the average for the month in question and the immediately preceding two months is 3.25% or greater.

(c) **Other Non-Payment Defaults**. The following will be additional non-payment defaults for the Loan Obligations:

(i) Borrower fails to provide to Rabo on a timely basis any of the required financial or other reports outlined in this agreement.

(ii) Borrower fails to maintain a minimum Collateral value (consistent with the values reported on the APR for the reporting period as further set forth in paragraph 6.03(a)(i) of this agreement) equal to or exceeding the following: (A) 107.8% of the then outstanding balance of the Term Loan as of the end of the corresponding reporting period, applicable for one year from the Plan Effective Date, or (B) 110% of the then outstanding balance of the Term Loan as of the end of the corresponding reporting period, applicable from one year after the Plan Effective Date until the Term Loan is paid in full. Notwithstanding the foregoing minimum Collateral values, Rabo shall be under no obligation, at any time prior to payment in full of Term Loan, to release, waive or subordinate its interest in any Collateral which secures the obligations of the Term Loan.

(iii) Borrower does not: (A) maintain (or cause to be maintained) the insurance coverages for Rabo's Collateral in the same manner as maintained by the Debtors prior to the Petition Date, (B) maintain insurance coverage for Borrower's Livestock so long as the annual cost for such insurance coverage does not exceed $18,000 per year, (C) pay (or cause payment of) all premiums for the foregoing insurance requirements on or prior to the date when due, and/or (C) does not list Rabo as an additional loss payee on all applicable insurance coverages.

(iv) Borrower does not pay (or cause payment of) all taxes assessed on Rabo's Collateral prior to the date when delinquent (including any real property taxes on the Real Estate or personal property taxes that are owed by Borrower).

(v) Borrower is delinquent more than 30 days on any assessments that are owed for any of Borrower's water rights, or Borrower is delinquent more than 30 days on any other payments (such as any water rights rental payments or easement payments) that need to be paid in order to ensure the delivery of Borrower's existing water rights to Borrower's Real Estate.

(vi) Borrower is delinquent more than 30 days on any payroll taxes or worker's compensation obligations that are owed by Borrower.

7.02 **Default Notices and Cure Periods**. Rabo will provide written notice of any Event of Default under this Agreement to Borrower, with copies of the written notice to also be provided to the Guarantors.

(a) **Notice of Default.** Each notice of default will be emailed to the following email account that has been designated by Borrower: _____. A copy of each notice of default will also be emailed to the following email account(s) designated by the Guarantors: justbliss@hotmail.com; tlbliss@yahoo.com; michaelrbliss@hotmail.com; blissmorgans@hotmail.com. Borrower and Guarantors acknowledge that the email account for notification purposes can be the same for Borrower and the Guarantors. Rabo will send additional copies of the notice of default to Borrower and the Guarantors for delivery by overnight courier service to the following addresses that have been designated by Borrower and the Guarantors:

Bliss Dairy, LLC
c/o Timothy S. Bliss
1240 South Milky Way Lane
P.O. Box 848
Delta, Utah 84624

Robert Edward Bliss
818 Bristlecone Lane
Delta, Utah 84624

Judith Kay Bliss
818 Bristlecone Lane
Delta, Utah 84624

Mike Reid Bliss
P.O. Box 33
Delta, Utah 84624

Timothy Scott Bliss
173 North 300 West
Delta, Utah 84624

Justin Heath Bliss
1385 East 1100 North
Delta, Utah 84624

The cure periods outlined below shall begin to run from the date that Rabo has emailed the notice of default to Borrower's email account, with the additional notices to Borrower and the Guarantors being for informational purposes only without extending any of the cure periods. If there are any changes by Borrower or any of the Guarantors for any applicable email account or address for notification purposes, such change must be (a) in writing, (b) delivered to the Rabo representatives identified in Article 8 of this agreement, (c) and completed on one or more forms in a manner acceptable to Rabo, in order to be effective.

(b) **Payment Default Cure Period**. For a payment default, there will be 15 calendar days from the date that Rabo has emailed the notice of default to Borrower's email account for Borrower to cure the payment default.

(c) **Non-Payment Default Cure Period**. For a non-payment default (including a default based upon a failure to maintain the Borrower's Herd as outlined above), there will be 45 calendar days from the date that Rabo has emailed the notice of default to Borrower's email account for Borrower to cure the non-payment default. If the non-payment default relates to a deficiency for a particular reporting period that is historical and cannot be "cured" retroactively, such as a failure to meet the monthly milk production requirement set forth above, Borrower shall be deemed to have cured the non-payment default if Borrower is back in compliance as of the reporting period at the end of the 45 calendar days cure period.

7.03 **Remedies**. Upon the occurrence of an Event of Default and the failure to cure said Event of Default within the applicable cure period, Lender shall be entitled to exercise any or all of the following remedies:

(a) Rabo may: (i) declare all Loan Obligations due and payable, without presentment, notice of intent to accelerate or notice of acceleration, demand, protest or further notice of any kind, all of which are expressly waived by Borrower; and (ii) upon an actual or deemed entry of an order for relief with respect to Borrower in any Insolvency Proceeding, all Loan Obligations shall automatically become due and payable, without presentment, demand, protest or any notice of any kind, all of which are expressly waived by Borrower.

(b) Rabo may: (i) enforce its security interests pursuant to the UCC and any other applicable law; (ii) require Borrower to obtain Rabo's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral; (iii) require Borrower to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Rabo in kind; (iv) require Borrower to assemble the Collateral, including the Borrower Books and Records, and make them available to Rabo at Borrower's Real Estate or any other reasonable place designated by Rabo; (v) enter upon the property where any Collateral, including any Borrower Books and Records, are located and take possession of such Collateral and such Borrower Books and Records, and use such property (including any buildings and facilities) and any of Borrower's equipment, if Rabo deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral; (vi) demand and collect any payments on and proceeds of the Collateral; (vii) grant extensions and compromise or settle claims with respect to the Collateral for less than face value, upon reasonable prior notice to Borrower as may be required under the UCC; (viii) have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, and Borrower hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment; and (ix) take such measures as Rabo may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(d) Rabo may exercise all other remedies that are available to Rabo under any applicable non-bankruptcy law. All rights and remedies under this Agreement and the other Loan Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

7.04 **Borrower Covenants in the Event of Default and Failure to Cure**. In addition to the remedies granted to Rabo pursuant to Article 7.03 of this agreement, upon the occurrence of an Event of Default and the failure to cure said Event of Default within the applicable cure period, Borrower shall:

(a) Upon written demand of Rabo, voluntarily surrender and turn over to Rabo or Rabo's designated representative all of Rabo's personal property Collateral. Further, Borrower shall cause any Guarantor who is in possession or control of any of Rabo's personal property Collateral to likewise voluntarily surrender and turn over such property to Rabo.

(b) In the event of a subsequent bankruptcy or other Insolvency Proceeding filed by or on behalf of the Borrower, not oppose or otherwise challenge or object to any motion or pleading filed by Rabo seeking relief from the automatic stay or any other stay or injunction which prohibits Rabo from immediately exercising its rights and remedies against the Collateral.her Insolvency

ARTICLE 8- NOTICES

All requests, notices, approvals, consents, and other communications between the Parties (collectively, "Notices") under the terms and conditions of the Loan Documents must be in writing and, if to the Borrower or the Guarantors, must be mailed and delivered by email as specified above in this Agreement. All notices to Lender must be mailed to 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: General Counsel, with a copy to Wayne P. Graffis, Vice President, Rabo Agrifinance, Inc., 4045 St. Cloud Drive, Suite 200, Loveland, Colorado 80538.

ARTICLE 9 – GENERAL DEFINITIONS, ACCOUNTING MATTERS AND DRAFTING CONVENTIONS

9.01 **Defined Terms.** Capitalized terms defined in this section or defined elsewhere in this Agreement are used in this Agreement as so defined. Except as otherwise defined in this Agreement, or unless the context otherwise requires, each term that is used in this Agreement which is defined in Article 9 of the UCC shall have the meaning ascribed to that term in Article 9 of the UCC.

"Adjust" means to increase or decrease; "Adjusted" means increased or decreased; and "Adjustment" means an increase or decrease.

"Affiliate" of a Person other than an individual means another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Applicable Law" means all existing and future laws, orders, ordinances, rules and regulations of or by a Governmental Authority; except that in determining the Maximum Rate, Applicable Law shall mean those laws, orders, ordinances, rules and regulations in effect as of the date hereof or if there is a change in Applicable Law which (a) permits Lender to charge

interest on amounts which Lender would not otherwise be permitted to charge interest, or (b) increases the permissible rate of interest, then the new Applicable Law as of its effective date.

"Borrower" shall have the meaning specified in the preamble of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the Applicable Laws of the State of Iowa or Missouri, or are in fact closed in the State of Iowa or Missouri.

"Closing" means the acknowledgement by Lender that all conditions precedent to the effectiveness of the Term Loan under this Agreement are satisfied or waived in accordance with this Agreement.

"Closing Date" means the date of the Closing.

"Confirmation" means the entry of the Confirmation Order of the Bankruptcy Court confirming the Plan.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan, which Confirmation Order shall include as exhibits thereto this Agreement and all other post-Confirmation Loan Documents between the parties.

"Control" of a Person other than an individual means the power to direct the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Day" or "Days" shall, unless expressly stated otherwise in this agreement, mean actual calendar days.

"Disclosure Statement" means the *Disclosure Statement for Joint Chapter 11 Plan (dated September 11, 2013)* that was filed by the Debtors with the Bankruptcy Court under Bankruptcy Court Docket 370 on September 11, 2013, and any amendment or modification thereof.

"Environmental Law" means all Applicable Laws relating to or imposing liability or standards of conduct concerning protection of health or the environment.

"Final Order" means the Confirmation Order that has become final and non-appealable.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantors" means each and all of Robert Edward Bliss, Judith Kay Bliss, Mike Reid Bliss, Timothy Scott Bliss, and Justin Heath Bliss (collectively the "Guarantors", and individually a "Guarantor")

"Hazardous Substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "caustic," "pollutant," or "contaminant" or a similar designation or regulation under any Environmental Law, and shall also include, without limitation, asbestos, PCBs, petroleum, petroleum products, and natural gas.

"Herd" and "Livestock" means all livestock of any kind, including but not limited to milk cows, dry cows, breeding bulls, heifers, steers, calves and other dairy cattle owned by Borrower.

"Insolvency Proceeding" means the insolvency of a Person, the appointment of a receiver of any part of Person's property, an assignment by a Person for the benefit of creditors, or the commencement of any proceeding under the Federal Bankruptcy Code or any other bankruptcy or insolvency law, by or against a Person.

"Judgment" means a judgment, order, writ, injunction, decree, or rule of any court, arbitrator, or Governmental Authority.

"Legal Fees" means any and all counsel, attorney, paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial, appellate, discretionary review, or any other level, incurred or paid by Lender in protecting and enforcing its rights and interests under the Loan Documents.

"Lender" shall have the meaning specified in the preamble of this Agreement and any successors and assigns of any of its rights and obligations under this Agreement.

"Lien" means any mortgage, pledge, assignment, deposit arrangement, privilege, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means the Term Loan and each portion thereof.

"Loan Documents" means this Agreement, the Note, the Collateral Documents, the Guaranty, the Guarantors' Security Agreement, and all other agreements and instruments contemplated by this Agreement for purposes of evidencing or securing the Term Loan.

"Loan Obligations" means all indebtedness, liabilities and obligations of Borrower to Lender arising pursuant to any of the Loan Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, including Borrower's obligations to pay Lender's fees and costs under Section 6.12 and other provisions of this Agreement.

"Losses" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, Judgments, awards, amounts paid in settlement of whatever kind or nature (including Legal Fees).

"Maturity Date" means November 1, 2020, when, under the terms of this Agreement, the entire unpaid principal amount of the Term Loan and all other unpaid Loan Obligations are due.

"Maximum Rate" means that rate per annum which, under Applicable Law, may be charged without subjecting Lender to civil or criminal liability, or limiting Lender's rights under the Loan Documents as a result of being in excess of the maximum interest rate which Borrower is permitted to contract or agree to pay; except that the Maximum Rate on any amount upon which Lender is not permitted to charge interest will be zero percent.

"Note" means the Term Loan Note.

"Party" refers only to a named party to this Agreement or another Loan Document, as the context requires.

"Plan" means the *Joint Chapter 11 Plan (dated October 10, 2013)* filed by the Debtor with the Bankruptcy Court on October 31, 2013, as Bankruptcy Court Docket 443 and 444, and any amendment or modification thereof.

"Plan Effective Date" means the date that is 15 days after Confirmation of the Plan, or such earlier date as approved by the Bankruptcy Court in the Confirmation Order.

"Person" means an individual, a corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or other business entity, or a government or any agency or political subdivision thereof.

"Prepay" means to make a Prepayment.

"Prepayment" means a payment of all or a portion of the unpaid principal balance of the Term Loan prior to the date when due, whether voluntary, by reason of acceleration, or otherwise.

"Real Estate" means that portion of the Collateral which is real property, as opposed to personal property. The legal description of the Debtors' Real Estate that is being transferred to the Borrower pursuant to the Plan is set forth in **Exhibit B** to this agreement.

"Self Prepared" means for the financial statement of any Person, prepared by that Person, and not compiled, reviewed or audited by a certified public accountant.

"Subsidiary" of a Person which is anything other than an individual means a business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise Controlled, directly, or indirectly by that Person. Unless otherwise specified, all references to a "Subsidiary" or to "Subsidiaries" shall refer to any Subsidiary or Subsidiaries, if any.

"UCC" means the Utah Uniform Commercial Code.

"Wall Street Journal Prime Rate" means the rate published on August 31, 2018 in the "Money Rates" section of *The Wall Street Journal* (or if *The Wall Street Journal* is not available or does not publish that rate, any other authoritative source selected by Lender of the current Prime Rate) as the Prime Rate for that day.

9.02 **Accounting Matters.** All accounting terms not specifically defined herein will be construed in accordance with GAAP or FFSC, at Borrower's option. Borrower's books and records of account shall clearly delineate whether GAAP or FFSC accounting rules and conventions have been followed in preparing such books and records of account. All financial covenants applicable to an individual will be calculated based on that individual's business, excluding personal assets and liabilities. Borrower will not change (a) the accounting standards used to prepare Borrower's financial statements or (b) the manner in which either the last day of its fiscal year or the last days of the first three fiscal quarters of its fiscal years is calculated. If at any time any change in GAAP or FFSC would affect the computation of any financial ratio or requirement set forth in any Loan Document Lender may amend that ratio or requirement to preserve the original intent thereof in light of that change.

9.03 **Drafting Conventions.** Unless expressly stated therein or the context otherwise requires, the Loan Documents will be interpreted in accordance with the following (the "Drafting Conventions"): (a) the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation"; (b) unless otherwise expressly stated, terms and provisions applicable to two or more Persons shall apply on an individual, as well as collective basis; (c) headings and captions are provided for convenience only and do not affect the meaning of the text which follows; (d) references to a parcel or tract of the Real Estate means,

without limitation, the land described, and any and all improvements located thereupon and all easements or other rights or interests benefiting that land; (e) references to an agreement or instrument means that agreement or instrument, together with all extensions, renewals, modifications, substitutions and amendments thereof, subject to any restrictions thereon in that agreement or instrument or in the Loan Documents; (f) ANY REPORT OR DOCUMENT TO BE RECEIVED BY LENDER SHALL BE SATISFACTORY IN FORM AND CONTENT TO LENDER; (g) WHEREVER (I) LENDER EXERCISES ANY RIGHT GIVEN TO IT TO APPROVE OR CONSENT OR DISAPPROVE, (II) ANY ARRANGEMENT OR TERM IS TO BE SATISFACTORY TO LENDER, OR (III) ANY OTHER DECISION OR DETERMINATION IS TO BE MADE BY LENDER, THEN EXCEPT AS MAY BE OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED THEREIN, THE DECISION TO APPROVE OR CONSENT OR DISAPPROVE, ALL DECISIONS THAT ARRANGEMENTS OR TERMS ARE SATISFACTORY OR NOT SATISFACTORY, AND ALL OTHER DECISIONS AND DETERMINATIONS MADE BY LENDER, SHALL BE IN THE SOLE DISCRETION OF LENDER, WITHOUT REGARD FOR THE ADEQUACY OF ANY SECURITY FOR THE LOAN OBLIGATIONS; (h) whenever by the terms of the Loan Documents, Borrower is prohibited from taking an action or permitting the occurrence of some circumstance, Borrower shall not, directly or indirectly take that action or permit that circumstance, or directly or indirectly permit any Subsidiary to take that action or permit that circumstance; (i) evidence of the occurrence or non-occurrence of any event, or the existence or non-existence of any circumstance to be delivered to Lender must be in a form satisfactory to Lender; (j) unless specified otherwise, references to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations; (k) unless otherwise specified, all references to a time of day are references to the time in St. Louis, Missouri; (l) references to "month" or "year" are references to a calendar month or calendar year, respectively; (m) a pronoun used in referring generally to any member of a class of Persons, or Persons and things, applies to each member of that class, whether of the masculine, feminine, or neuter gender; (n) references to "articles," "sections," "subsections," "paragraphs;" "exhibits," and "schedules" reference articles, sections, subsections, paragraphs, exhibits, and schedules, respectively, of this agreement unless otherwise specifically provided; (o) the words "hereof," "herein," "hereunder," and "hereby" refer to this agreement as a whole and not to any particular provision of this agreement; (p) the definitions in this agreement apply equally to both singular and plural forms of the terms defined; and (q) for purposes of computing periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

ARTICLE 10 - MISCELLANEOUS

10.01 **Entire Agreement.** This Agreement and the other Loan Documents, along with the Plan and the Confirmation Order and the Term Sheet executed by the Debtors and Rabo in connection with the Plan, collectively: (i) represent the sum of the understandings and agreements between Lender and Borrower concerning the assumed Term Loan pursuant to the Plan; (ii) replace any prior oral or written agreements between Lender and Borrower concerning the assumed Term Loan pursuant to the Plan; and (iii) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

10.02 **Waiver of Right to Require Lender to Proceed Against Others.** BORROWER EXPRESSLY WAIVES ANY REQUIREMENT THAT LENDER EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED ON OR PURSUANT TO ANY OTHER LOAN DOCUMENTS,

OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE LOAN OBLIGATIONS.

10.03 **Authority to Bind Borrower.** Borrower acknowledges and agrees that Borrower's manager, Timothy H. Bliss, is authorized to act by or on behalf of Borrower (the "Designated Person").

10.04 **Binding Effect; Successors and Assigns.** The Loan Documents will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

10.05 **Assignment; Participations.** Borrower shall not assign its rights or the Loan Obligations hereunder without Lender's consent. Lender may assign or sell participations in all or any portion of its interest in the Term Loan or under the Loan Documents to any Person. Lender may disclose to any actual or potential assignee or participant any information that Borrower has delivered to Lender in connection with the Loan Documents; and Borrower shall cooperate fully with Lender in providing that information.

10.06 **Severability.** Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Loan Document or affecting the validity or enforceability of that provision in any other jurisdiction.

10.07 **Amendments in Writing.** The Loan Documents may not be amended, changed, modified, altered or terminated without the prior written consent of all Parties to the respective Loan Document.

10.08 **Governing Law.** Except as expressly stated therein, and except as superseded by Title 11 of the United States Code, the Loan Documents will be governed exclusively by the Applicable Laws of the State of Utah (the "Governing Law State") without regard or reference to its conflict of laws principles. Borrower understands, agrees and acknowledges that (a) this Agreement and the assumption of the Term Loan evidenced hereby have significant and substantial contacts with the Governing Law State, (b) it is convenient to Borrower and Lender to select the law of the Governing Law State to govern this Agreement and the assumption of the Term Loan evidenced hereby, (c) the assumption of the Term Loan evidenced by this Agreement bears a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Lender to enter into this Agreement and Lender has entered into this Agreement in reliance on this choice.

10.09 **Counterpart Execution.** The Loan Documents, including this Agreement, may be executed in one or more counterparts, each of which will be an original and all of which together are deemed one and the same instrument.

10.10 **Necessary Action.** Lender is authorized to file UCC financing statements listing Borrower as the debtor with respect to the Collateral and execute any other documents or take any other actions necessary to effectuate the Loan Documents and the consummation of the transactions contemplated therein. Borrower shall cooperate with Lender for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this Agreement or to carry out the intent of this Agreement, and Borrower will promptly (but in no event more than ten days) after request by Lender, execute, acknowledge and deliver any document which Lender deems necessary or advisable to perfect any Lien provided for in this Agreement or to carry out the intent of this agreement.

10.11 **Consent to Disclosure.** Borrower agrees and consents to the communication and disclosure of all information in respect of the assumption of the Term Loan governed by this Agreement and all matters incidental hereto and thereto by Lender: (i) to the head office and all other branches and Affiliates of Lender, provided such communication and disclosure is for risk management and administrative purposes; and (ii) as required by any Applicable Law or regulation or any court or regulatory or other authority of competent jurisdiction.

10.12 **No Construction Against Drafter.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

10.13 **INDEMNIFICATION.** BORROWER SHALL DEFEND, INDEMNIFY AND HOLD LENDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS: (I) ARISING OUT OF OR RESULTING FROM THE VIOLATION BY BORROWER OF ANY ENVIRONMENTAL LAW; AND (II) RESULTING FROM THE RELIANCE BY LENDER ON EACH NOTICE PURPORTEDLY GIVEN BY OR ON BEHALF OF BORROWER; EXCEPT THAT BORROWER SHALL HAVE NO OBLIGATION TO AN INDEMNIFIED PERSON UNDER THIS SECTION WITH RESPECT TO LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNIFIED PERSON AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. IF AND TO THE EXTENT THAT ANY INDEMNITY UNDER THE LOAN DOCUMENTS IN FAVOR OF INDEMNIFIED PARTIES IS UNENFORCEABLE FOR ANY REASON, BORROWER SHALL MAKE THE MAXIMUM CONTRIBUTION TO THE PAYMENT AND SATISFACTION THEREOF WHICH IS PERMISSIBLE UNDER APPLICABLE LAW. ALL INDEMNITIES UNDER THE LOAN DOCUMENTS IN FAVOR OF INDEMNIFIED PARTIES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10.14 **WAIVER OF TRIAL BY JURY. THE PARTIES (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS AGREEMENT; OR (II) ANY LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY, AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS.**

10.15 **RELEASE OF CLAIMS.** Borrower, on behalf itself, its predecessors, its members, its Affiliates and its successors and assigns, hereby releases and forever discharges Lender and Lender's associates, affiliates, predecessors, successors, heirs, assigns, managers, subsidiaries, parents, officers, directors, partners, attorneys, agents and the employees, agents, attorneys, representatives, predecessors, successors and assigns thereof (collectively, the "**Lender Release Parties**") from any and all manner of actions, causes of action in law or in equity, suits, debts, liens, contracts, liabilities, claims, demands, damages, losses, fees, costs, or expenses, set offs, or claims for recoupment, of any nature whatsoever, known or unknown, fixed or contingent, that Borrower has or may have against the Lender Release Parties from the beginning of time to the date of this Agreement, including but not limited to any and all claims that Lender acquired or assumed under the Plan.

10.16 **BALLOON PAYMENT**. THIS AGREEMENT PROVIDES FOR A BALLOON PAYMENT OF THE TERM LOAN ON THE MATURITY DATE. BORROWER ACKNOWLEDGES THAT LENDER HAS NOT AGREED TO REFINANCE THAT BALLOON PAYMENT.

10.17 **Office of Foreign Assets Control; Patriot Act.** Without limiting the provisions of any other provision hereof above, the Borrower shall, and the Borrower shall cause each of its Subsidiaries to, (1) ensure that no Person who owns a Controlling interest in or otherwise Controls such Person shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (2) not use or permit the use of the Term Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (3) comply with all applicable Bank Secrecy Act laws and regulations, as amended. As required by federal law and Lender's policies and practices, Lender may need to obtain, verify and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services.

10.18 **Business Loans.** Borrower acknowledges that the proceeds of the Original RAF Indebtedness were, and the Term Loan is, primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction.

(a) **Waivers.** Each waiver by Lender must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Lender to take action on account of any default of Borrower. Consent by Lender to any act or omission by Borrower must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Lender's consent to be obtained in any future or other instance. The exercise by Lender of any right or remedy under this agreement or the other Loan Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this agreement or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Loan Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this agreement; or prejudice Lender, or any receiver appointed in accordance with this agreement, in the exercise of any right or remedy afforded any of them under this agreement; or be construed as an affirmation by Lender of any tenancy, lease or option, or a subordination of the liens and security agreements granted pursuant to this agreement. Borrower waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets, or to require upon foreclosure, sales of assets in a particular order. Each successor and assign of Borrower, including any holder of a Lien subordinate to this agreement, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

The parties have signed this Agreement effective as of the day and year first written above.

BORROWER

BLISS DAIRY, LLC, a Utah Limited Liability Company

By: _____

Timothy Scott Bliss, Manager and Member

By:_____
Robert Edward Bliss, Member

By:_____
Mike Reid Bliss, aka Michael Reid Bliss, Member

By:_____
Justin Heath Bliss, Member

LENDER

RABO AGRIFINANCE, INC.

By: _____
Name: _____
Title: _____

Address for notices:

12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attention: Customer Service Representative

CONSENT OF GUARANTORS UNDER THE GUARANTORS' SECURITY AGREEMENT

The undersigned (each a "Non-Borrower") are executing and delivering this consent to Lender in connection with the Loan Assumption Agreement dated as of September 1, 2013, between BLISS DAIRY, LLC, a Utah Limited Liability Company, as Borrower, and RABO AGRIFINANCE, INC., a Delaware corporation, as Lender (the "Assumption Agreement;" and each capitalized term used in this consent that is defined in the Assumption Agreement and not defined in this consent will have the meaning specified in the Assumption Agreement).

Non-Borrower agrees that the Guarantors' Security Agreement shall secure the payment and performance of all Loan Obligations.

Lender is authorized to perform any of the following acts at any time, all without notice to Non-Borrower and without affecting the rights of Lender or Non-Borrower's obligations under the Guarantors' Security Agreement: (i) alter any terms of the Assumption Agreement or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Loan Obligations; (ii) take and hold security for the Loan Obligations, accept additional or substituted security for the Loan Obligations, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Loan Obligations in any order that Lender may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Borrower of its liability for the Loan Obligations or any of them; (v) substitute, add or release any one or more guarantors or endorsers of the Loan Obligations; and (vi) extend other credit to Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the Loan Obligations.

Non-Borrower waives: (i) any right to require Lender to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Lender's power to pursue; (ii) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Lender, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Non-Borrower's obligations exceed or are more burdensome than those of Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of the Guarantors' Security Agreement and of the existence, creation, or incurring of new or additional indebtedness of Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Loan Obligations or any of them; and (v) until the Loan Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Lender may have against Borrower, and all rights to participate in any security now or later to be held by Lender for the Loan Obligations.

Non-Borrower waives all rights and defenses that Non-Borrower may have because the Loan Obligations may be secured by real property. This means, among other things: (i) Lender may enforce the Guarantors' Security Agreement against Non-Borrower without first foreclosing on Lender's Lien on the Real Estate under the RAF Trust Deed or any other real or personal property collateral securing the Loan Obligations; and (ii) if Lender forecloses on the Real Estate under the RAF Trust Deed or any other real property collateral securing the Loan Obligations: (A) the amount of the Loan Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale

price, and (B) Lender may enforce the Guarantors' Security Agreement against Non-Borrower even if Lender, by foreclosing on the Lender's Lien on the Real Estate under the RAF Trust Deed, has destroyed any right Non-Borrower may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower may have because the Loan Obligations are secured by the Real Estate under the RAF Trust Deed.

Non-Borrower assumes full responsibility for keeping informed of Borrower's financial condition and business operations and all other circumstances affecting Borrower's ability to pay and perform its obligations to Lender, and agrees that Lender will have no duty to disclose to Non-Borrower any information which Lender may receive about Borrower's financial condition, business operations, or any other circumstances bearing on its ability to perform.

Non-Borrower, on behalf itself, its predecessors, and its successors and assigns, hereby releases and forever discharges Lender and Lender's associates, affiliates, predecessors, successors, heirs, assigns, managers, subsidiaries, parents, officers, directors, partners, attorneys, agents and the employees, agents, attorneys, representatives, predecessors, successors and assigns thereof (collectively, the "**Lender Release Parties**") from any and all manner of actions, causes of action in law or in equity, suits, debts, liens, contracts, liabilities, claims, demands, damages, losses, fees, costs, or expenses, set offs, or claims for recoupment, of any nature whatsoever, known or unknown, fixed or contingent, that Non-Borrower has or may have against the Lender Release Parties from the beginning of time through the date of the Assumption Agreement.

No provision or waiver in the Guarantors' Security Agreement shall be construed as limiting the generality of any other provision or waiver contained in this consent.

This consent will be interpreted in accordance with the Drafting Conventions.

Non-Borrower has signed and delivered this consent effective as of September 1, 2013.

NON-BORROWER

_____
Robert Edward Bliss, an individual

_____
Judith Kay Bliss, an individual

_____
Mike Reid Bliss, aka Michael Reid Bliss, an individual

_____
Timothy Scott Bliss, an individual

_____
Justin Heath Bliss, an individual

1250936.13/dmm/rqn

EXHIBIT A TO LOAN ASSUMPTION AGREEMENT

COPY OF ORIGINAL SECURITY AGREEMENT

EXHIBIT B TO LOAN ASSUMPTION AGREEMENT

LIST OF BORROWER'S TITLED VEHICLES

The following titled vehicles of the Borrower: All titled goods and vehicles owned by the Borrower, including but not limited to all titled goods and vehicles identified on Schedule 9 of the *Joint Chapter 11 Plan (Dated September 11, 2013)* filed on September 11, 2013, as Doc. 371, In re Revolution Dairy, LLC et al., Case No. 13-20770 (Bankruptcy D. Utah), as modified by Schedule 9 of the *Joint Chapter 11 Plan (Dated October 10, 2013),* and further including all of the following: (a) 2007 Exiss Stock Trailer, Plate 93427P, VIN#4LAAS132475039409; (b) 1984 Highboy Trailer, Plate 064843Z, VIN#1UYFF3208EC151201; (c) 1988 Kenworth Semi Tractor, Plate Y404MU, VIN#1XKWDB9X7JS404232; (d) 1995 Transcraft Trailer, Plate 07298A, VIN#1TTF48209S1044767; (e) 1994 Peterbilt Semi Tractor, Plate Y504MU; (f) 1994 Isuzu Trooper, VIN#XXXXXX2529; (g) 1999 Ford F250 Pickup, VIN#XXXXXX1653, (h) 1997 Ford F250 Pickup, VIN#XXXXXX1648; (i) 1971 Fruehoff Trailer, Plate 064841Z, VIN#FWD701101; (j) 1996 Western Trailer, Plate 064840Z, VIN#1C912P247T0112140; (k) 1990 International Semi Tractor, Plate B261C, VIN#1HSHKGTR8LH294373; (l) 1994 GMC P35 FCC, VIN#XXXXXX1156; (m) 1994 GMC P35 FCC, VIN#XXXXXX1293; (n) Unregistered GMC Pickup in the possession of Highline Dairy; (o) 1967 Chevy C10, VIN#CS147S105028; (p) 2007 Chevrolet Silverado 2500 4-door diesel, VIN#1GCHK23D57F106717; (q) 2007 Dodge Ram 3500 SLT Heavy Duty Turbo Diesel Flatbet, with 5th Wheel Hitch, VIN#303WH48A77C766637; (r) 1977 Kenworth with Manure Spreader, Serial # 521865; (s) 2001 Big Tex 18' Flatbed Trailer in the possession of Bliss Dairy; (t) 2004 Barrett Cattle Trailer Serial # 1B92P820151014180; (u) 1991 Autocar Feed Truck w/ Roto Mix Serial #120109, State of Kansas Serial #401005013; (v) Sidewinder Dump Trailer in the possession of Revolution Dairy; (w) 1999 Dodge Ram (White) in the possession of Bliss Dairy;; (x) 2006 Yamaha Kodiak ATV; (y) 2005 Yamaha Kodiak ATV; (z) 2004 Honda Rancher ATV .

1250936.13/dmm/rqn

Bliss Dairy, LLC

Term Loan: _____

LOAN GUARANTY

This Loan Guaranty ("guaranty") is dated as of September 1, 2013. It is by ROBERT EDWARD BLISS, JUDITH KAY BLISS, MIKE REID BLISS, aka MIKE R. BLISS, aka MICHAEL REID BLISS, TIMOTHY SCOTT BLISS, and JUSTIN HEATH BLISS (each, a "Guarantor"), jointly and severally, to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender").

BLISS DAIRY, LLC, a Utah limited liability company ("Borrower") has assumed the Term Loan obligations to the Lender set forth in the Loan Assumption Agreement between Borrower and Lender dated as of the date of this guaranty (that agreement, the "Assumption Agreement"). Lender is sometimes referred to herein as the "Secured Party". Each capitalized term used in this guaranty that is defined in the Assumption Agreement and not defined in this guaranty will have the meaning specified in the Assumption Agreement. This guaranty will be interpreted in accordance with the Drafting Conventions.

As reflected in the Loan Assumption Agreement dated as of September 1, 2013 (the "Loan Assumption Agreement"), between the Borrower and the Lender, this Guaranty arises out of three jointly administered Chapter 11 bankruptcy cases that were filed with the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court") on January 27, 2013 (the "Petition Date"), as follows: *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772 (collectively the "Bankruptcy Cases"). The Debtors in the Bankruptcy Cases are Debtor Revolution Dairy, LLC ("Revolution Dairy"), Debtor Highline Dairy, LLC ("Highline Dairy"), and Debtors Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy (the "Blisses") (collectively the "Debtors"). As of the Petition Date, the Debtors were jointly and severally indebted to the Lender under certain contracts and agreements that were entered into prior to the Petition Date. On the Petition Date, the Lender was owed the prepetition amount of $14,826,602.53 by the Debtors, jointly and severally (the "Original RAF Indebtedness"). The Debtors filed their *Joint Chapter 11 Plan (dated October 10, 2013)* (Bankruptcy Court Docket 443 and 444) (the "Plan") with the Bankruptcy Court on October 31, 2013. The Plan provides for the formation of the Borrower and the transfer and assumption of all assets and liabilities (as such liabilities are modified under the Plan) of the Debtors to the Borrower. Pursuant to the Plan, Rabo and the Debtors agreed that the unpaid balance of the Original RAF Indebtedness would be $15,625,000 as of September 1, 2013. Consistent with the terms of the Plan, Borrower has assumed the Original RAF Indebtedness, as modified by the Plan and superseded by the terms of the Loan Assumption Agreement and the Borrower's Term Loan Note (referred to herein as the "Term Loan"). This Guaranty is a Guaranty of the Original RAF Indebtedness, as modified by the Plan and supersede by the terms of the Loan Assumption Agreement and the Borrower's Term Loan Note to become the Borrower's Term Loan,

Guarantor has an economic interest in Borrower or will otherwise obtain a material financial benefit from Borrower's assumption of the Term Loan obligations to the Lender set forth in the Assumption Agreement. Lender requires that Guarantor execute this guaranty as a condition of the Assumption Agreement.

To induce Lender to consent to the Borrower's assumption of the Term Loan obligations to the Lender set forth in the Assumption Agreement, and in consideration thereof, Guarantor agrees:

1. **Guaranty.** Guarantor absolutely, unconditionally and irrevocably guarantees to Lender the full and prompt payment when due (whether at stated maturity or earlier, by reason of acceleration or otherwise), and at all times thereafter, and the full and prompt performance when due, of the Guaranteed Obligations, strictly in accordance with the terms of this guaranty, the Assumption Agreement and the other Loan Documents.

2. **Guaranteed Obligations.** The term "Guaranteed Obligations" means: (a) the Term Loan and all other Loan Obligations (as defined in the Assumption Agreement), including the Term Loan Note evidencing the Term Loan and dated as of the date of this guaranty, from Borrower to Lender in the original principal amount of $15,625,000.00; (b) the Assumption Agreement and all other obligations of Borrower to Lender, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise; (c) all obligations of Guarantor under this guaranty; and (d) any of the foregoing that arises after the filing of a petition by or against Borrower or Guarantor under an Insolvency Proceeding.

3. **Rights of the Lender.** Lender may perform any or all of the following acts at any time, without notice to Guarantor and without affecting Guarantor's obligations under this guaranty: (a) alter the terms of any Guaranteed Obligation, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Term Loan or any portion thereof; (b) take and hold security for the Guaranteed Obligations or this guaranty, accept additional or substituted security for either, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect and sell or otherwise dispose of any such security; (c) direct the order and manner of any sale of all or any part of any security now or later to be held for the Guaranteed Obligations or this guaranty, and Lender may also bid at any such sale; (d) apply any payments or recoveries from Borrower, Guarantor or any other source, and any proceeds of any security, to the Guaranteed Obligations in such manner, order and priority as set forth in the Assumption Agreement, whether or not those obligations are guaranteed under this guaranty or secured at the time of the application; (e) release Borrower of its liability for the Term Loan or any portion thereof; (f) substitute, add or release any one or more guarantors or endorsers; and (g) extend other credit to Borrower, with or without taking or holding security for the credit so extended.

4. **Guaranty Absolute and Unconditional**. Guarantor agrees that so long as any of the Guaranteed Obligations are unpaid or unsatisfied, Guarantor shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this guaranty or that, but for this section, might discharge or otherwise reduce, limit, or modify Guarantor's obligations under this guaranty. Guarantor waives and surrenders any defense to any liability under this guaranty based upon any such action, including but not limited to any action of Lender. It is the express intent of Guarantor that Guarantor's obligations under this guaranty are and shall be absolute and unconditional.

5. **Guarantor's Waivers.** Guarantor waives: (a) any right to require Lender to proceed against Borrower, proceed against or exhaust any security for the Guaranteed Obligations, or pursue any other remedy in Lender's power whatsoever; (b) any defense arising by reason of any disability or other defense of Borrower, or the cessation from any cause whatsoever of the liability of Borrower; (c) any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Borrower; and (d) any right to

challenge or object to any motions or pleadings filed by Lender in any bankruptcy proceeding involving Borrower which seek to terminate, vacate or annul any automatic stays or any other stays or injunctions which limit or preclude Lender from immediately proceeding against or exhausting any security for the Guaranteed Obligations.

6. **Waiver of Subrogation.** So long as any of the Guaranteed Obligations are unpaid or unsatisfied, Guarantor waives to the extent permitted by applicable law any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory, or otherwise) including, without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, arising from the existence or performance of this guaranty, and Guarantor waives to the extent permitted by applicable law any right to enforce any remedy that Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

7. **Waiver of Notices.** Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of intent to accelerate, notices of acceleration, notices of any suit or any other action against Borrower or any other person, any other notices to any party liable on any Loan Document (including Guarantor), notices of acceptance of this guaranty, notices of the existence, creation, or incurring of new or additional Guaranteed Obligations or any other indebtedness, liabilities or obligations of Borrower to Lender, and notices of any fact that might increase Guarantor's risk.

8. **Security.** To secure all of Guarantor's obligations hereunder, Guarantor assigns and grants to Lender a security interest in all moneys and securities Guarantor now or hereafter in the possession of Lender, all deposit accounts, if any, of Guarantor maintained with Lender, and all other Collateral of Guarantor (as the term "Collateral" is defined in the Security Agreement dated as of September 1, 2013, between the Guarantors and the Lender), and all proceeds thereof. Upon default or breach of any of Guarantor's obligations to Lender, Lender may apply any deposit account to reduce the Guaranteed Obligations, and may foreclose any collateral as provided in the Uniform Commercial Code and in any security agreements between Lender and Guarantor.

9. **Reinstatement of Guaranty.** If this guaranty is revoked, returned, or canceled, and subsequently any payment or transfer of any interest in property by Borrower to Lender is rescinded or must be returned by Lender to Borrower, this guaranty shall be reinstated with respect to any such payment or transfer, regardless of any such prior revocation, return, or cancellation.

10. **Stay of Acceleration.** In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy, or reorganization of Borrower or otherwise, all such Guaranteed Obligations guaranteed by Guarantor shall nonetheless be payable by Guarantor immediately if requested by Lender.

11. **Subordination.** Any obligations of Borrower to Guarantor, now or hereafter existing, including but not limited to any obligations to Guarantor as subrogee of Lender or resulting from Guarantor's performance under this guaranty, are hereby subordinated to the Guaranteed Obligations. In addition to Guarantor's waiver of any right of subrogation as set forth in this guaranty with respect to any obligations of Borrower to Guarantor as subrogee of Lender, Guarantor agrees that, if Lender so requests after an event of default and the failure of Borrower to cure said default, Guarantor shall not demand, take, or receive from Borrower, by setoff or in any other manner, payment of any other obligations of Borrower to Guarantor until the Guaranteed Obligations have been paid in full. If any payments are received by Guarantor

in violation of such waiver or agreement, such payments shall be received by Guarantor as trustee for Lender and shall be paid over to Lender on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty. Any security interest, lien, or other encumbrance that Guarantor may now or hereafter have on any property of Borrower is hereby subordinated to any security interest, lien, or other encumbrance that Lender may have on any such property.

12. **Representations.** Guarantor represents to the best of Guarantor's knowledge and belief formed after reasonable inquiry that: (a) the address of Guarantor's place of business, or if Guarantor has more than one place of business, then the address of Guarantor's chief executive office, is stated in the Assumption Agreement; (b) the execution, delivery and performance of this guaranty and the other Loan Documents to which Guarantor is a party are within its powers, and are not in contravention of any law; (c) this guaranty and the other Loan Documents to which Guarantor is a party are enforceable against Guarantor in accordance with their terms and any instrument or agreement required hereunder or thereunder, when executed and delivered, shall be similarly legal, valid, binding and enforceable; (d) there is no undisclosed lawsuit, tax claim or other dispute pending or threatened against Guarantor; (e) Guarantor is not the subject of any judgment, writ, injunction, decree, or rule of any court, arbitrator or other governmental authority, other than the effects of the Confirmation Order upon Guarantor Robert Edward Bliss and Guarantor Judith Kay Bliss; (f) Guarantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon to be due, including interest and penalties; (g) Guarantor has not received any notice of violation of any applicable laws, and there are no claims, actions, proceedings or investigations pending or threatened against Guarantor with respect to any violations of applicable laws; and (h) Guarantor knows of no event which is, or with notice and lapse of the time for cure as stated in the Assumption Agreement without a cure would be, an Event of Default. GUARANTOR'S SUBMISSION OF ANY REPORT, RECORD OR OTHER INFORMATION, FROM TIME TO TIME, WHETHER OR NOT REQUIRED UNDER THE LOAN DOCUMENTS, WILL BE DEEMED TO BE ACCOMPANIED BY A REPRESENTATION AND WARRANTY BY GUARANTOR THAT SUCH REPORT, RECORD OR INFORMATION IS COMPLETE AND ACCURATE IN ALL MATERIAL RESPECTS, AS OF THE DATE OF SUCH SUBMISSION.

13. **Guarantor Covenants**. So long as any of the Guaranteed Obligations are unpaid or unsatisfied:

a. Books, Records, and Accounting. Guarantor shall maintain proper books of record and account of any businesses Guarantor owns and controls including full, true, and correct entries of all dealings and transactions relating to its business and activities on a cash basis, in all material respects in conformity with generally accepted accounting principles ("GAAP") or the Financial Guidelines for Agricultural Producers, published by the Farm Financial Standards Council (those guidelines, the "FFSC"), at Guarantor's option. Guarantor shall not make any material change or modification of Guarantor's manner and method of accounting except as required by the applicable accounting standards. All books and records of account prepared or maintained by Guarantor shall clearly delineate whether GAAP or FFSC accounting rules and conventions have been followed in preparing such books and records of account.

b. Disposal of Assets. Guarantor shall not dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

c. Reporting Requirements. Guarantor shall furnish to Lender:

i. Quarterly Self Prepared personal balance sheets from each Guarantor, each certified in writing by the individual Guarantor as true, accurate and complete.

ii. Federal and State Income Tax returns filed by each Guarantor, to be submitted not later than 15 days after filing, but in any event no later than May 1 of the year following each tax year, including all schedules and exhibits and any extensions of the filing date.

iii. notice of the occurrence of any of the following, promptly, but in any event no later than five days after such occurrence: (A) any lawsuit, tax claim or other dispute if filed or threatened against Guarantor in an amount greater than $100,000.00; (B) any substantial dispute between Guarantor and any Governmental Authority; (C) the failure by Guarantor to comply with the terms and provisions of this guaranty; or (D) any Material Adverse Effect as to Guarantor; and

iv. promptly upon Lender's request, all other books, records, statements, lists of property and accounts, budgets, forecasts, reports, records or other information pertaining to the condition or operations of any business which Guarantor owns and controls as requested by Lender.

d. Additional Guarantor Covenants. Guarantor shall: (a) comply in all respects with all applicable laws and pay before delinquency, all taxes, assessments, and governmental charges imposed upon the Guarantor or its property; (b) maintain and preserve all rights, privileges, and franchises Guarantor now has; and make any repairs, renewals, or replacements to keep the Guarantor's properties in good working condition; and (c) at any reasonable time and from time to time, permit Lender or any of its agents or representatives to examine and make copies of and abstracts from the records and books of, and visit the properties of, any businesses which Guarantor owns and controls, and to discuss the affairs, finances, and accounts of Guarantor's businesses with Guarantor's independent accountants and any other person dealing with Guarantor.

14. **Events of Default**. The occurrence of any of the following shall constitute an "Event of Default" under this guaranty: (a) an Event of Default (as defined in the Assumption Agreement); (b) Guarantor fails to perform any of the Guaranteed Obligations; (c) Guarantor revokes this guaranty (or attempts to revoke this guaranty) or this guaranty becomes ineffective for any reason; and (d) a default under any agreement or undertaking to which Guarantor is a party other than the Loan Documents, which is not cured within any applicable cure or grace period, if any.

15. **Remedies.** Upon an Event of Default, Lender shall have all of the remedies of a creditor and, to the extent applicable, of a secured party, under all Applicable Law. Without limitation, to the extent permitted by law, Lender may, at its option and without notice or demand: (a) take possession of any collateral pledged by Guarantor, wherever located, and sell, resell, assign, transfer, and deliver all or any part of the collateral at any public or private sale or otherwise dispose of any or all of the collateral in its then condition, for cash or on credit or for future delivery, and in connection therewith Lender may impose reasonable conditions upon any such sale; and set off against any or all liabilities of Guarantor all money owed by Lender or any of its agents or affiliates in any capacity to Guarantor, whether or not due, and also set off against all other liabilities of Guarantor to Lender all money owed by Lender in any capacity to Guarantor. Lender, unless prohibited by law the provisions of which cannot be waived, may purchase all or any part of the collateral to be sold, free from and discharged of all

trusts, claims, rights of redemption and equities of Borrower or Guarantor whatsoever. If exercised by Lender, Lender shall be deemed to have exercised its right of setoff and to have made a charge against any such money immediately upon the occurrence of such default although made or entered on the books subsequent thereto.

16. **Information Regarding Borrower and the Collateral.** Before signing this guaranty, Guarantor investigated the financial condition and business operations of Borrower, the present and former condition, uses and ownership of the Collateral, and such other matters as Guarantor deemed appropriate to assure itself of Borrower's ability to discharge its obligations under the Loan Documents. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Borrower's ability to pay and perform its obligations to Lender. Lender has no duty to disclose to Guarantor any information which Lender may have or receive about Borrower's financial condition or business operations, the condition or uses of the Collateral, or any other circumstances bearing on Borrower's ability to perform.

17. **Revival and Reinstatement**. If Lender is required to pay, return or restore to Borrower or any other person any amounts previously paid on the Loan because of any Insolvency Proceeding of Borrower, any stop notice or any other reason, the obligations of Guarantor shall be reinstated and revived and the rights of Lender shall continue with regard to such amounts, all as though they had never been paid.

18. **Expenses.** Lender may, at its option, pay any tax, assessment, or other governmental levy, any insurance premium or any other expense or charge required to be paid or caused to be paid by Guarantor under the terms of any Collateral Document, if any, to which Guarantor is a party (and not timely paid by Guarantor) (those Collateral Documents, "Guarantor Collateral Documents" and all such payments, "Lender Advancements"). Guarantor shall pay on demand (a) Lender Advancements; ; (b) all costs and expenses incurred by Lender in connection with enforcement of the Loan Documents to which Guarantor is a party or required under any Loan Document to which Guarantor is a party, or any amendment, modification, or supplement thereto, whether by negotiation, legal proceedings, or otherwise, including in the context of any Insolvency Proceeding; (c) all sums advanced or spent by Lender for the maintenance or preservation of the Collateral granted by Guarantor under any Guarantor Collateral Document, if any; and (d) all other expenditures that Lender may make under the provisions of the Loan Documents or for the benefit of Guarantor, including Legal Fees.

19. **Additional and Independent Obligations.** Guarantor's obligations under this guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by Lender. Guarantor's obligations under this guaranty are independent of those of the Borrower. Lender may bring a separate action, or commence a separate reference or arbitration proceeding against Guarantor without first proceeding against the Borrower, any other person or any security that Lender may hold, and without pursuing any other remedy. The rights of Lender under this guaranty shall not be exhausted by any action by Lender until the Guaranteed Obligations have been paid and performed in full.

20. **Accounting Matters.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP. Guarantor shall not change the manner in which either the last day of its fiscal year or the last days of the first three fiscal quarters of its fiscal years is calculated.

21. **Notices.** All notices, approvals, consents, and other communications under this guaranty ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Assumption Agreement. Notices must be mailed or delivered, if to Guarantor,

to the addresses for the Guarantor set forth in the Assumption Agreement; if to Lender, to 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: General Counsel, with a copy to Wayne P. Graffis, Vice President, Rabo Agrifinance, Inc., 4045 St. Cloud Drive, Suite 200, Loveland, Colorado 80538; and in the case of any other Person, to the address designated by that Person in a notice to Guarantor and Lender.

22. **General.** This guaranty may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. This guaranty shall be interpreted in light of the Drafting Conventions specified in the Assumption Agreement, which conventions are incorporated herein by this reference. No provision or waiver in this guaranty shall be construed as limiting the generality of any other waiver contained in this guaranty. Each Party has participated in negotiating and drafting this guaranty, so if an ambiguity or a question of intent or interpretation arises, this guaranty is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this guaranty. The Loan Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Guarantor shall not assign its rights or obligations hereunder without Lender's consent. Lender may transfer all or any portion of its rights under this guaranty and the Loan Documents to any other Person. Lender may disclose to any actual or proposed transferee any information that Guarantor has delivered to Lender in connection with the negotiation of this guaranty or pursuant to the Loan Documents; and Guarantor shall cooperate fully with Lender in providing that information to any actual or proposed transferee. All rights and remedies under this guaranty and the Loan Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Loan Document or affecting the validity or enforceability of that provision in any other jurisdiction. This guaranty may not be amended, changed, modified, altered or terminated without the prior written consent of Lender.

23. **Consent to Disclosure.** Guarantor agrees and consents to the communication and disclosure of all information in respect of the transaction governed by the Assumption Agreement, including this guaranty and all matters incidental hereto and thereto by Lender: (i) to the head office and all other branches and Affiliates of Lender, provided such communication and disclosure is for risk management and administrative purposes; and (ii) as required by any applicable law or regulation or any court or regulatory or other authority of competent jurisdiction.

24. **Entire Agreement.** This guaranty, the other Loan Documents, the Plan and the Confirmation Order and the Term Sheet executed by the Debtors and Rabo in connection with the Plan, and each other agreement or instrument made or entered into in connection with each of the Guaranteed Obligations (collectively, the "Guaranteed Obligation Documents"), collectively: (i) represent the sum of the understandings and agreements between Lender and Guarantor concerning the Borrower's assumption of the Term Loan pursuant to the terms of the Plan; (ii) replace any prior oral or written agreements between Lender and Guarantor concerning the Borrower's assumption of the Term Loan pursuant to the terms of the Plan; and (iii) are intended by Lender and Guarantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this guaranty and any other agreements required by this guaranty, this guaranty will prevail.

25. **Governing Law.** This guaranty shall be governed exclusively by the applicable laws of the State of Utah (the "Governing Law State") without regard or reference to its conflict of laws principles. Guarantor understands that the laws of the Governing Law State may differ

from the laws of the State where Guarantor resides or otherwise is located or where the Collateral is located. However, Guarantor understands, agrees and acknowledges that (a) this guarantee and the Loan Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Guarantor and Lender to select the law of the Governing Law State to govern this guarantee and the transactions evidenced hereby, (c) the transactions evidenced by the Assumption Agreement and this guarantee bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Lender to enter into the Assumption Agreement and Lender have entered into the Assumption Agreement in reliance on this choice.

26. **Joint and Several Obligations.** If Guarantor consists of more than one Person, each Guarantor (a) acknowledges that this guaranty is the independent and several obligation of each Guarantor and may be enforced against each Guarantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Guarantor; and (b) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GUARANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT LENDER EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GUARANTORS UNDER THIS GUARANTY, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE GUARANTEED OBLIGATIONS.

27. **Credit Report.** Lender is authorized to order a credit report and verify all other credit information, including past and present loan information and standard references from time to time to evaluate the creditworthiness of Guarantor. Without limitation, a copy of the consent for release of information, general authorization or similar document on file with Lender shall authorize third Persons to provide the information requested from time to time.

28. **WAIVER OF TRIAL BY JURY. LENDER AND, BY ACCEPTANCE HEREOF, GUARANTOR (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS GUARANTY; OR (II) ANY GUARANTEED OBLIGATION, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE ASSUMPTION AGREEMENT AND OTHER LOAN DOCUMENTS.**

29. **RELEASE OF CLAIMS. GUARANTOR, ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES LENDER AND LENDER'S ASSOCIATES, AFFILIATES, PREDECESSORS, SUCCESSORS, HEIRS, ASSIGNS, MANAGERS, SUBSIDIARIES, PARENTS, OFFICERS, DIRECTORS, PARTNERS, ATTORNEYS, AGENTS AND THE EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS THEREOF (COLLECTIVELY, THE "LENDER RELEASE PARTIES") FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, SUITS, DEBTS, LIENS, CONTRACTS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, FEES, COSTS, OR EXPENSES, SET OFFS, OR CLAIMS FOR RECOUPMENT, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, THAT GUARANTOR HAS OR MAY HAVE AGAINST THE LENDER**

RELEASE PARTIES FROM THE BEGINNING OF TIME THROUGH THE DATE OF THIS AGREEMENT.

Guarantor is signing this guaranty effective as of the day and year first written above.

GUARANTOR

_____
Robert Edward Bliss, an individual

_____
Judith Kay Bliss, an individual

_____
Mike Reid Bliss, aka Mike R. Bliss, aka Michael Reid Bliss, an individual

_____
Timothy Scott Bliss, an individual

_____
Justin Heath Bliss, an individual

30. RELEASE OF CLAIMS BY SPOUSES. EACH OF STEPHANIE BLISS, LOREEN BLISS, AND DARLA A. BLISS, ON BEHALF OF HERSELF AND HER PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES LENDER AND LENDER'S ASSOCIATES, AFFILIATES, PREDECESSORS, SUCCESSORS, HEIRS, ASSIGNS, MANAGERS, SUBSIDIARIES, PARENTS, OFFICERS, DIRECTORS, PARTNERS, ATTORNEYS, AGENTS AND THE EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS THEREOF (COLLECTIVELY, THE "LENDER RELEASE PARTIES") FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, SUITS, DEBTS, LIENS, CONTRACTS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, FEES, COSTS, OR EXPENSES, SET OFFS, OR CLAIMS FOR RECOUPMENT, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, THAT EACH OF STEPHANIE BLISS, LOREEN BLISS, AND DARLA A. BLISS HAS OR MAY HAVE AGAINST THE LENDER RELEASE PARTIES FROM THE BEGINNING OF TIME THROUGH THE DATE OF THIS AGREEMENT.

_____
Stephanie Bliss, an individual, signing only as to the foregoing Release of Claims by Spouses

_____

Loreen Bliss, an individual, signing only as to the foregoing Release of Claims by Spouses

_____

Darla A. Bliss, an individual, signing only as to the foregoing Release of Claims by Spouses

1251383 v9

Bliss Dairy, LLC
Term Loan: _____

SECURITY AGREEMENT

This Security Agreement ("Agreement") is dated as of September 1, 2013. It is between ROBERT EDWARD BLISS, JUDITH KAY BLISS, MIKE REID BLISS aka MIKE R. BLISS, aka MICHAEL REID BLISS, TIMOTHY SCOTT BLISS, and JUSTIN HEATH BLISS (individually and collectively herein, "Grantor"), and RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender" or "Secured Party").

BLISS DAIRY, LLC, a Utah limited liability company ("Borrower" or "Obligor") has assumed the Term Loan obligations to the Lender set forth in the Loan Assumption Agreement between Borrower and Lender dated as of the date of this guaranty (that agreement, the "Assumption Agreement"). Lender is sometimes referred to herein as the "Secured Party". Each capitalized term used in this Agreement that is defined in the Assumption Agreement and not defined in this Agreement will have the meaning specified in the Assumption Agreement. This Agreement will be interpreted in accordance with the Drafting Conventions.

Grantor has an economic interest in Borrower or will otherwise obtain a material financial benefit from Borrower's assumption of the Term Loan obligations to the Lender set forth in the Assumption Agreement. Lender requires that Grantor execute this Agreement as a condition of the Assumption Agreement.

To induce Lender to consent to the Borrower's assumption of the Term Loan obligations to the Lender set forth in the Assumption Agreement, and in consideration thereof, Grantor agrees as follows:

1. **The Collateral**. Grantor assigns and grants to Lender a security interest in all of the following property now owned or hereafter acquired by Grantor (collectively, the "Collateral"): (a) all accounts (including accounts receivable from the sale of milk products), contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments, and deposit accounts; (b) all inventory; (c) all equipment; (d) all fixtures; (e) all farm products, including crops grown, growing or to be grown, livestock born or unborn, supplies used or produced in Grantor's farming operation, and products of crops and livestock in their unmanufactured state; (f) all general intangibles, including all Intellectual Property (defined herein); (g) all proceeds of any crop insurance, price support payment or other government program; (h) all of the Grantor's uncertificated membership interests in Borrower that are to be issued to the Grantor pursuant to the Plan (as well as any and all certificated membership interests which may hereinafter be issued by Borrower) and all other rights and interests and general intangibles associated with or arising from such membership interests, and Grantor hereby agrees in writing that no certificates for such membership interests in Borrower will be created without the advance written consent of Lender; (i) accessions, attachments and other additions to the Collateral; (j) substitutes or replacements for any Collateral, all proceeds, products, rents and profits of any Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral; and (k) books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. **Secured Obligations.** This Agreement is to secure the payment and performance of the following (collectively, the "Secured Obligations"): (a) the Term Loan and all other Loan Obligations (as defined in the Assumption Agreement), including the Term Loan Note evidencing the Term Loan and dated as of the date of this Agreement, from Borrower to Lender in the original principal amount of $15,625,000.00 (the Term Loan Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (b) the Assumption Agreement and all other obligations of Borrower to Lender, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise; (c) all Guaranteed Obligations (defined in the Guaranty); and (d) all obligations of Grantor under this agreement.

3. **Grantor Representations.** Grantor represents to Lender that: (a) the legal name of Grantor is as appears in the first paragraph of this Agreement; (b) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this Agreement; (c) each Grantor resides at the address for such Grantor listed in the Assumption Agreement; (d) except for liens expressly permitted under the terms of the Assumption Agreement, Grantor has not granted any security interest in any of the Collateral except to Lender; and (e) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Collateral with respect to any violations of Applicable Laws.

4. **Information Accurate and Complete.** Grantor's submission of any report, record or other information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, will be deemed accompanied by a representation by Grantor that the report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor, including, without limitation, all material contingent liabilities.

5. **Grantor Covenants**. Until such time as all of the Secured Obligations have been paid in full:

(a) Grantor shall properly preserve, maintain and care for the Collateral; defend the Collateral against any adverse claims and demands; protect and diligently collect all accounts; and keep complete, current, and accurate Books and Records with respect to the Collateral and any proceeds or collections;

(b) Grantor shall notify Lender in writing prior to any change in (i) Grantor's name, address or location, or (B) Grantor's books and records concerning any Collateral;

(c) Grantor shall promptly notify Lender in writing of any event which affects the value of the Collateral, the ability of Grantor or Lender to dispose of the Collateral, or the rights and remedies of Lender in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise;

(d) except for purchase money security interests related to normal trade credit and liens that are expressly permitted under the terms of the Assumption Agreement, Grantor will not grant any security interest in any of the Collateral except to Lender, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Lender and such permitted liens;

(e) Grantor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales. Without waiving Grantor's default for failure to make any such payment, Lender at its option may pay any such costs and expenses, discharge

encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Secured Obligations and bear interest at the rate set out in the Secured Obligations. Grantor agrees to reimburse Lender on demand for any costs so incurred. Notwithstanding the foregoing, Grantor shall not be required to pay any costs and expenses associated with documenting or drafting the Note, the Assumption Agreement or any related loan and security documents, and any expenses incurred by Lender for such matters shall not be construed as part of the Secured Obligations;

(f) until Lender exercises its rights to make collection, Grantor will diligently collect all Collateral;

(g) if any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, Grantor shall immediately deliver such document to Lender, together with any necessary endorsements;

(h) In the event Borrower issues a certificate of membership interest in Borrower to Guarantor, Guarantor shall deliver the original thereof to Lender, within five (5) days;

(i) Grantor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral, except that until an Event of Default or the revocation by Lender of Grantor's right to do so, and subject to the provision of this agreement, Grantor may (i) sell or lease any Collateral constituting inventory or farm products in the ordinary course of business at prices constituting the fair market value thereof; and (ii) use feed, seed, fertilizer, chemicals, medicines and other supplies used or produced in Grantor's farming operations in the ordinary course of Grantor's farming operations;

(j) Grantor will execute and deliver within three (3) days of demand such additional documents as may be reasonably requested by Lender in connection with Lender's security interest in the Collateral, including all account control agreements, assignments, transfers and other documents required by Lender to transfer to Lender, all federal and state government program payments, rights to payment, accounts, general intangibles and benefits; and

(k) Grantor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless Grantor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Lender of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Lender and shall provide that Lender has no liability to such owner, holder of any lien, or any other person

6. **Additional Optional Requirements.** Lender may at its option at any time, whether or not Grantor is in default: (a) require Grantor to deliver to Lender (i) copies of or extracts from the Books and Records, (ii) records and schedules which show the status and condition of the Collateral and where it is located, and (iii) information on any contracts or other matters affecting the Collateral; (b) permit Lender to inspect the Collateral; (c) require Grantor to furnish to Lender a list of the buyers, processors, commission merchants, cooperatives, or selling agents to or through whom Grantor sells any farm product or other Collateral; and in the event that Grantor thereafter sells farm products or other Collateral to or through a person or entity not identified in the list, Grantor shall notify Lender of the sale not less than seven (7) days prior to the sale; (d) require Grantor to deliver to Lender any instruments or chattel paper; (e) notify or require Grantor to notify any account debtors, any buyers of the Collateral, or any other persons of Lender's interest in the Collateral; (f) notify or require Grantor to notify any account debtor to forward all payments and proceeds of the Collateral to Lender; and (g)

endorse or sign Grantor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to Grantor and remove therefrom any payments and proceeds of the Collateral.

7. **Events of Default.** The following each shall be an event of default under this Agreement (an "Event of Default"): (a) an Event of Default under the Assumption Agreement, and (b) Grantor breaches any term, provision, warranty or representation under this Agreement.

8. **Remedies.** Upon the occurrence of an Event of Default, Lender may: (a) pursue any or all remedies as set forth in this Agreement, the Guaranty, or the Assumption Agreement; (b) enforce the security interest given hereunder or any other instrument or agreement pursuant to the UCC and any other Applicable Law; (c) enforce the security interest of Lender in any deposit account of Grantor maintained with Lender (or maintained by any other financial institution in the event Lender has “control” of the deposit account) by applying such account to the Secured Obligations; (d) require Grantor to obtain Lender's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral; (e) require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Lender in kind; (f) require Grantor to assemble the Collateral, including the Books and Records, and make them available to Lender at a place designated by Lender; (g) enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of Grantor's equipment, if Lender deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral; (h) demand and collect any payments on and proceeds of the Collateral; (i) grant extensions and compromise or settle claims with respect to the Collateral for less than face value, upon reasonable prior notice to Grantor as may be required under the UCC; (j) use or transfer any of Grantor's rights and interests in any Intellectual Property now owned or hereafter acquired by Grantor, if Lender deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. Grantor agrees that any such use or transfer shall be without any additional consideration to Grantor (as used in this agreement, "Intellectual Property" means all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which Grantor has any right or interest, whether by ownership, license, contract or otherwise); (k) have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Grantor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment; (l) take such measures as Lender may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and Grantor hereby irrevocably constitutes and appoints Lender as Grantor's attorney-in-fact to perform all acts and execute all documents in connection therewith; and (m) without notice or demand to Grantor, set off and apply against any and all of the Secured Obligations any and all deposits (general or special, time or demand, provisional or final) and any other Secured Obligations, at any time held or owing by Lender or any of Lender's agents or affiliates to or for the credit of the account of Grantor or any guarantor or endorser of the Secured Obligations.

9. **Non-Obligor Grantor Provisions.** (a) Each Grantor (also referred to herein as a “Non-Obligor”) represents to Lender that: (i) the execution, delivery and performance by Non-

Obligor of this Agreement, is within the powers and authority of Non-Obligor and has been duly authorized; (ii) to Non-Obligor's knowledge, this Agreement does not conflict with any Applicable Law; (iii) this Agreement is a legal, valid and binding agreement of Non-Obligor, enforceable against Non-Obligor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered to Lender, will be similarly legal, valid, binding and enforceable; (iv) Non-Obligor is not the subject of any Judgment, except for the effects of the Confirmation Order upon Grantor Robert Edward Bliss and upon Grantor Judith Kay Bliss; (v) unless otherwise disclosed to Lender, Non-Obligor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986.

(b) Non-Obligor authorizes Lender to perform any of the following acts at any time, all without notice to Non-Obligor and without affecting the rights of Lender or Non-Obligor's obligations under this Agreement: (i) alter any terms of the Note or the Assumption Agreement (individually and collectively referred to herein as the "Debt Instrument") or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it; (ii) take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Debt Instrument in any order that Lender may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor of its liability for the Debt Instrument or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and (vi) extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(c) Non-Obligor waives: (i) any right to require Lender to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in favor of Lender power to pursue; (ii) any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Lender, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Non-Obligor's obligations exceed or are more burdensome than those of Obligor; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this agreement and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Lender may have against Obligor, and all rights to participate in any security now or later to be held by Lender for the Debt Instrument.

(d) Non-Obligor waives all rights and defenses that Non-Obligor may have because the Debt Instrument may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Lender may collect from Non-Obligor (including enforcing this agreement against Non-Obligor) without first foreclosing on any real or personal property collateral securing the Debt Instrument; and (ii) if Lender forecloses on any real property collateral securing the Debt Instrument: (A) the amount of the Debt Instrument may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Lender may collect from Non-Obligor

(including enforcing this agreement against Non-Obligor) even if Lender, by foreclosing on the real property collateral, has destroyed any right Non-Obligor may have to collect from Obligor.

(e) Non-Obligor is solely responsible for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Lender, and agrees that Lender will have no duty to disclose to Non-Obligor any information which Lender may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(f) No provision or waiver in this Agreement shall be construed as limiting the generality of any other provision or waiver contained in this Agreement.

10. **Notices.** All notices, approvals, consents, and other communications, under this agreement ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Assumption Agreement. Notices must be mailed or delivered, if to Grantor, to the addresses set forth in the Assumption Agreement; if to Lender, to 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: General Counsel, with a copy to Wayne P. Graffis, Vice President, Rabo Agrifinance, Inc., 4045 St. Cloud Drive, Suite 200, Loveland, Colorado 80538; and in the case of any other Person, to the address designated by that Person in a notice to Grantor and Lender.

11. **Other Acts.** Grantor shall cooperate with Lender for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this Agreement or to carry out the intent of this Agreement. Promptly (but in no event more than ten days) after request by Lender, Grantor will execute, acknowledge and deliver any document which Lender deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Lender in the preparation, execution and filing of any such documents.

12. **POWER OF ATTORNEY.** TO FACILITATE THE PERFORMANCE OF THE AGREEMENTS OF GRANTOR UNDER THE LOAN DOCUMENTS, LENDER, IN THE NAME AND ON BEHALF OF GRANTOR OR, AT ITS OPTION, IN ITS OWN NAME, MAY (BEFORE OR AFTER AN EVENT OF DEFAULT) PERFORM OR OBSERVE ANY OBLIGATION OF GRANTOR TO LENDER AND TAKE ANY ACTION WHICH LENDER MAY DEEM NECESSARY OR DESIRABLE TO CURE OR CORRECT SUCH FAILURE. GRANTOR IRREVOCABLY AUTHORIZES LENDER AND GRANTS LENDER A POWER OF ATTORNEY IN THE NAME AND ON BEHALF OF THE GRANTOR OR, AT ITS OPTION, IN ITS OWN NAME, COUPLED WITH AN INTEREST, TO COLLECT, RECEIVE, RECEIPT FOR, CREATE, PREPARE, COMPLETE, EXECUTE, ENDORSE, DELIVER, AND FILE ANY AND ALL INSURANCE APPLICATIONS, REMITTANCES, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, AND OTHER WRITINGS, TO GRANT AN EXTENSION TO, COMPROMISE, SETTLE, WAIVE, NOTIFY, AMEND, ADJUST, CHANGE, AND RELEASE ANY OBLIGATION OF ANY ACCOUNT GRANTOR, OBLIGOR, INSURER, OR OTHER PERSON PERTAINING TO ANY COLLATERAL, AND TAKE ANY OTHER ACTION DEEMED BY LENDER TO BE NECESSARY OR DESIRABLE TO ESTABLISH, PERFECT, PROTECT, OR ENFORCE THE LENDER'S INTEREST IN THE COLLATERAL. Grantor shall execute FSA/CCC Power of Attorney forms and any other documents required to enable Lender to execute any and all documents necessary for application for, compliance or reporting of necessary information for all FSA/CCC programs. Lender has no duty to exercise any of the authority granted in this paragraph. Lender shall not be liable for any act or failure to act in connection with the collection of or the preservation of any rights with respect to the Collateral described in this paragraph.

13. **Miscellaneous.**

(a) The Debt Instrument, the other Loan Documents, the Plan and the Confirmation Order and the Term Sheet executed by the Debtors and Rabo in connection with the Plan, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (collectively, the "Secured Obligation Documents"), collectively: (i) represent the sum of the understandings and agreements between Lender and Grantor concerning the Borrower's assumption of the Term Loan pursuant to the terms of the Plan; (ii) replace any prior oral or written agreements between Lender and Grantor concerning the Borrower's assumption of the Term Loan pursuant to the terms of the Plan; and (iii) are intended by Lender and Grantor as the final, complete and exclusive statement of the terms agreed to by them. The Secured Obligation Documents also grant further rights to Lender and contain further agreements and affirmative and negative covenants by Grantor which apply to this agreement and to the Collateral.

(b) Each waiver by Lender must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Lender to take action on account of any default of Grantor. Consent by Lender to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Lender's consent to be obtained in any future or other instance. The exercise by Lender of any right or remedy under this agreement or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this agreement or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents have been cured); or impair the security of this agreement; or prejudice Lender, or any receiver appointed in accordance with this agreement, in the exercise of any right or remedy afforded any of them under this agreement; or be construed as an affirmation by Lender of any tenancy, lease or option, or a subordination of the Lien of this agreement.

(c) Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets, or to require upon foreclosure, sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a Lien subordinate to this agreement, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

(d) If Grantor consists of more than one Person, each Grantor (a) acknowledges that this Agreement is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (b) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT LENDER EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS AGREEMENT, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

(e) This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Lender's consent. Lender may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Lender may disclose to any actual or proposed transferee any information that Grantor has delivered to Lender in connection with the negotiation of this agreement or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Lender in providing that information to any actual or proposed transferee.

(f) All rights and remedies under this Agreement and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

(g) Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Lender may, at its option, declare all Secured Obligations immediately due and payable.

(h) This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of Lender.

(i) This Agreement shall be governed exclusively by the applicable laws of the State of Utah (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Collateral is located. However, Grantor understands, agrees and acknowledges that (a) this agreement and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this agreement and the transactions evidenced hereby, (c) the transactions evidenced by this agreement bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Lender to enter into the Secured Obligation Documents and Lender has entered into the Secured Obligation Documents in reliance on this choice.

(j) This Agreement may be executed in one or more counterparts, each of which will be an original and all of which together are deemed one and the same instrument.

(k) Lender is authorized to execute any other documents or take any other actions necessary to effectuate this Agreement and the consummation of the transactions contemplated herein.

(l) Lender is authorized to order a credit report and verify all other credit information, including past and present loan information and standard references from time to time to evaluate the creditworthiness of Grantor. Without limitation, a copy of the consent for release of information, general authorization or similar document on file with Lender shall authorize third Persons to provide the information requested from time to time.

(m) Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this agreement.

(n) **GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS AGREEMENT; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL**

INDUCEMENT FOR THE LENDER ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

(o) **GRANTOR, ON BEHALF ITSELF, ITS PREDECESSORS, AND ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES LENDER AND LENDER'S ASSOCIATES, AFFILIATES, PREDECESSORS, SUCCESSORS, HEIRS, ASSIGNS, MANAGERS, SUBSIDIARIES, PARENTS, OFFICERS, DIRECTORS, PARTNERS, ATTORNEYS, AGENTS AND THE EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS THEREOF (COLLECTIVELY, THE "LENDER RELEASE PARTIES") FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, SUITS, DEBTS, LIENS, CONTRACTS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, FEES, COSTS, OR EXPENSES, SET OFFS, OR CLAIMS FOR RECOUPMENT, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, THAT GRANTOR HAS OR MAY HAVE AGAINST THE LENDER RELEASE PARTIES FROM THE BEGINNING OF TIME THROUGH THE DATE OF THIS AGREEMENT.**

Grantor is signing this Agreement effective as of the day and year first written above.

GRANTOR

_____
Robert Edward Bliss, an individual

_____
Judith Kay Bliss, an individual

_____
Mike Reid Bliss, aka Mike R. Bliss, aka Michael Reid Bliss, an individual

_____
Timothy Scott Bliss, an individual

_____
Justin Heath Bliss, an individual

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Exhibit "A" to UCC-1 Financing Statement with **BLISS DAIRY, LLC**, a Utah limited liability company, as "Debtor," and **RABO AGRIFINANCE, INC.**, a Delaware corporation, as "Secured Party"

The Debtor's name and address is: Bliss Dairy, LLC, 1240 South Milky Way Lane, P.O. Box 848, Delta, Utah 84624

The Secured Party's name and address is: Rabo Agrifinance, Inc., 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative

Collateral:

The following described property:

A. All of the following property now owned or hereafter acquired by Debtor (collectively, the "Debtor Collateral"), and all proceeds thereof: (i) all accounts (including accounts receivable from the sale of milk products), contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, and instruments; (ii) all inventory; (iii) all equipment; (iv) all farm products, including crops grown, growing or to be grown, livestock born or unborn, supplies used or produced in Debtor's farming operation, and products of crops and livestock in their unmanufactured state; (v) all proceeds of any crop insurance, price support payment or other government program; (vi) all general intangibles; (vii) accessions, attachments and other additions to the Debtor Collateral; (viii) substitutes or replacements for any Debtor Collateral, all proceeds, products, rents and profits of any Debtor Collateral, all rights under warranties and insurance contracts covering the Debtor Collateral, and any causes of action relating to the Debtor Collateral; (ix) books and records pertaining to any Debtor Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory (the "Borrower Books and Records"); and (x) all of the following collateral which is personal property now or hereafter owned by Debtor or in which Debtor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with Debtor's Real Estate described in **Paragraph B** below, the certificate(s) shown in **Paragraph C** below, and the water rights or water stock represented thereby, and all personal property described in **Paragraph D** below, and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (1) goods, including without limitation, equipment and machinery (excluding, however, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (2) all water stock and water rights and, to the extent listed on **Paragraph C** below, all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (3) all permits and licenses used in the operation of the Debtor's Real Estate described in **Paragraph C** below and, to the extent listed on the attached **Paragraph D** below, general intangibles, including without limitation payment intangibles and software; (4) accounts, including without limitation all of Debtor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income

and cash receipts that are otherwise described in this paragraph; and (5) personal property of the same general kind or class as otherwise described in this paragraph which Debtor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Debtor's Real Estate described in **Paragraph B** below; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing.

B. The Debtor's Real Estate (the "Real Estate") is located in the County of Millard, State of Utah, and is described as follows:

PARCEL 1: (3903) [Revolution Dairy, LLC]: THE SOUTH HALF OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2: (3904) [Revolution Dairy, LLC]: THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

PARCEL 3: (3973-3) [Bliss Dairy]: THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT INTEREST IN A ROADWAY FOR ACCESS, INGRESS AND EGRESS BEING 24 FEET IN WIDTH AND 900 FEET IN LENGTH, EXTENDING FROM THE STATE ROAD TO THE LAND DESCRIBED HEREIN ABOVE, AS SET FORTH IN AN UNRECORDED INSTRUMENT DATED AUGUST 3, 1999 ENTITLED UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, RIGHT OF WAY GRANT/TEMPORARY USE PERMIT. TERMINATION DATED OF SAID USE PERMIT WILL TERMINATE AUGUST 14, 2029.

LESS: BEGINNING WEST 1656 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH 208.71 FEET; THENCE WEST 208.71 FEET; THENCE NORTH 208.71 FEET TO THE NORTH BOUNDARY OF SECTION 24; THENCE EAST 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (3973-3-1) [Bliss Dairy]: BEGINNING WEST 1656 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24, TOWNSHIP 17 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 208.71 FEET; THENCE WEST 208.71 FEET; THENCE NORTH 208.71 FEET TO THE NORTH BOUNDARY OF SECTION 24; THENCE EAST 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (5246) [Highline Dairy]: THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6: (5247) [Highline Dairy]: THE SOUTH HALF OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7: (5248) [Highline Dairy]: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN.

C. All of Borrower's right, title and interest in and to water rights, interests or claims appurtenant or relating to the Borrower's Real Estate, including, without limitation, those whose point of diversion and place of use are located in Millard County, Utah, described as follows:

ROBERT E. BLISS AND JUDITH K. BLISS d/b/a BLISS DAIRY

(a) Water User Claim Number 68-2888 evidenced by change application number a25341;
(b) Water User Claim Number 68-2847 evidenced by change application number a31934;
(c) Water User Claim Number 68-2849 evidenced by change application number a23199;
(d) Water User Claim Number 68-2855 evidenced by change application number a33971;
(e) Water User Claim Number 68-2853 evidenced by change application number a33972.

HIGHLINE DAIRY, LLC

(a) Water User Claim Number 68-3134 evidenced by application number a34808;
(b) Water User Claim Number 68-3158 (application to be filed);
(c) Water User Claim Number 68-203 (application to be filed);
(d) Water User Claim Number 68-383 (application to be filed);
(e) Water User Claim Number 68-272 (application to be filed);
(f) All of Borrower's leasehold and other rights in Water User Claim Number 68-2855;
(g) All of Borrower's leasehold and other rights in Water User Claim Number 68-467 evidenced by application number t35930;
(h) All of Borrower's leasehold and other rights in Water User Claim Number 68-282 evidenced by application number t35929;
(i) All of Borrower's leasehold and other rights in Water User Claim Number 68-1133 evidenced by application number t35927;
(j) All of Borrower's leasehold and other rights in Water User Claim Number 68-678 evidenced by application number t35922;
(k) All of Borrower's leasehold and other rights in Water User Claim Number 68-1718 evidenced by application number t35925;
(l) All of Borrower's leasehold and other rights in Water User Claim Number 68-340 evidenced by application number t35923;
(m) All of Borrower's leasehold and other rights in Water User Claim Number 68-1012 evidenced by application number t35928;
(n) All of Borrower's leasehold and other rights in Water User Claim Number 68-1079 (application to be filed); and
(o) All of Borrower's leasehold and other rights in Water User Claim Number 68-2855 (application to be filed).

REVOLUTION DAIRY, LLC

(a) Water User Claim Number 68-2910 evidenced by change application number a29931.

D. Wells, Irrigation Equipment and Dairy Equipment: All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits, including, but not limited to the following:

TRACT II
Wells

Dairy Equipment: Together with all milking equipment located in the dairy facilities, including, but not limited to, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Real Estate described in **Paragraph B** above, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any such property.

E. The following titled vehicles of the Debtor: All titled goods and vehicles owned by the Debtor, including but not limited to all titled goods and vehicles identified on Schedule 9 of the *Joint Chapter 11 Plan (Dated September 11, 2013)* filed on September 11, 2013, as Doc. 371, In re Revolution Dairy, LLC et al., Case No. 13-20770 (Bankruptcy D. Utah), as modified by Schedule 9 of the *Joint Chapter 11 Plan (Dated October 10, 2013),* and further including all of the following: (a) 2007 Exiss Stock Trailer, Plate 93427P, VIN#4LAAS132475039409; (b) 1984 Highboy Trailer, Plate 064843Z, VIN#1UYFF3208EC151201; (c) 1988 Kenworth Semi Tractor, Plate Y404MU, VIN#1XKWDB9X7JS404232; (d) 1995 Transcraft Trailer, Plate 07298A, VIN#1TTF48209S1044767; (e) 1994 Peterbilt Semi Tractor, Plate Y504MU; (f) 1994 Isuzu Trooper, VIN#XXXXXX2529; (g) 1999 Ford F250 Pickup, VIN#XXXXXX1653, (h) 1997 Ford F250 Pickup, VIN#XXXXXX1648; (i) 1971 Fruehoff Trailer, Plate 064841Z, VIN#FWD701101; (j) 1996 Western Trailer, Plate 064840Z, VIN#1C912P247T0112140; (k) 1990 International Semi Tractor, Plate B261C, VIN#1HSHKGTR8LH294373; (l) 1994 GMC P35 FCC, VIN#XXXXXX1156; (m) 1994 GMC P35 FCC, VIN#XXXXXX1293; (n) Unregistered GMC Pickup in the possession of Highline Dairy; (o) 1967 Chevy C10, VIN#CS147S105028; (p) 2007 Chevrolet Silverado 2500 4-door diesel, VIN#1GCHK23D57F106717; (q) 2007 Dodge Ram 3500 SLT Heavy Duty Turbo Diesel Flatbet, with 5th Wheel Hitch, VIN#303WH48A77C766637; (r) 1977 Kenworth with Manure Spreader, Serial # 521865; (s) 2001 Big Tex 18' Flatbed Trailer in the possession of Bliss Dairy; (t) 2004 Barrett Cattle Trailer Serial # 1B92P820151014180; (u) 1991 Autocar Feed Truck w/ Roto Mix Serial #120109, State of Kansas Serial #401005013; (v) Sidewinder Dump Trailer in the possession of Revolution Dairy; (w) 1999 Dodge Ram (White) in the possession of Bliss Dairy; (x) 2006 Yamaha Kodiak ATV; (y) 2005 Yamaha Kodiak ATV; (z) 2004 Honda Rancher ATV .

1251385.05/ rqn/dmm

Exhibit "A" to UCC-1 Financing Statement with **ROBERT EDWARD BLISS, JUDITH KAY BLISS, MIKE REID BLISS, aka MIKE R. BLISS, aka MICHAEL REID BLISS, TIMOTHY SCOTT BLISS, and JUSTIN HEATH BLISS**, each as a "Debtor," and collectively the "Debtors", and **RABO AGRIFINANCE, INC.**, a Delaware corporation, as "Secured Party"

Robert Edward Bliss's address is: 818 Bristlecone Lane, Delta, Utah 84624

Judith Kay Bliss's address is: 818 Bristlecone Lane, Delta, Utah 84624

Mike Reid Bliss's address is: P.O. Box 33, Delta, Utah 84624

Timothy Scott Bliss's address is: 173 North 300 West, Delta, Utah 84624

Justin Heath Bliss's address is: 1385 East 1100 North, Delta, Utah 84624

The Secured Party's address is: Rabo Agrifinance, Inc., 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative

Collateral:

The following described property:

A. The following property now owned or hereafter acquired by the Debtors (collectively, the "Collateral"): (a) all accounts (including accounts receivable from the sale of milk products), contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments, and deposit accounts; (b) all inventory; (c) all equipment; (d) all fixtures; (e) all farm products, including crops grown, growing or to be grown, livestock born or unborn, supplies used or produced in the Debtors' farming operation, and products of crops and livestock in their unmanufactured state; (f) all general intangibles, including all Intellectual Property ("Intellectual Property" means all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which any of the Debtors has any right or interest, whether by ownership, license, contract or otherwise)defined herein); (g) all proceeds of any crop insurance, price support payment or other government program; (h) all of the Debtors' uncertificated membership interests in Bliss Dairy, LLC, a Utah limited liability company ("Borrower") that are to be issued to the Debtors pursuant to the confirmed Joint Chapter 11 Plan (the "Plan") in the Chapter 11 bankruptcy cases filed with the United States Bankruptcy Court for the District of Utah that are styled *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772 (collectively the "Bankruptcy Cases"), and any certificated membership interests in the Borrower which may be issued hereafter, and all other rights and interests and general intangibles associated with or arising from such membership interests; (i) accessions, attachments and other additions to the Collateral; (j) substitutes or replacements for any Collateral, all proceeds, products, rents and profits of any Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral; and (k) books and records pertaining to any Collateral, including but not limited to any computer-

readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

1251424.06/ dmm

MILK PAYMENT ASSIGNMENT

TO: INNOVATIVE FOOD SOLUTIONS
872 Pebble Drive
Burley, Idaho 83317

ASSIGNOR: BLISS DAIRY, LLC, a Utah limited liability company
c/o Timothy S. Bliss
1240 South Milky Way Lane
P.O. Box 848
Delta, Utah 84624

RABO: RABO AGRIFINANCE, INC.
12443 Olive Blvd., Suite 50
St. Louis, MO 63141
Attention: Customer Service Representative

This assignment becomes effective only when accepted in writing by INNOVATIVE FOOD SOLUTIONS ("IFS").

BLISS DAIRY, LLC ("Assignor") hereby authorizes IFS to deduct the amount of $157,000.00 per month from any amount due Assignor for milk marketed through or sold to IFS from and after the effective date of the 1st day of September, 2013, and to pay such amount from the IFS milk check issued on the 28th day of each month to RABO AGRIFINANCE, INC. ("Assignee") at 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative, each and every month for a period of eighty-six (86) months. Furthermore, Assignor hereby authorizes IFS to deduct and pay over to Assignee all amounts due to Assignor for milk marketed through or sold to IFS, less and excepting only such monthly payment amount that IFS shall deduct and pay over to MLIC ASSET HOLDINGS, LLC ("MetLife") pursuant to a separate Milk Payment Assignment executed in favor of MetLife, in the event Assignee makes written demand upon IFS to do so.

In accordance with Assignor's agreement or contract with IFS, a copy of which is attached hereto, and pursuant to the terms of this assignment, it is understood that IFS is authorized to pay first any and all amounts owed to IFS by Assignor and to pay prior assignments (if any) before Assignee is entitled to receive any proceeds whatsoever.

In consideration of IFS agreeing to pay Assignee directly and for administratively handling the proceeds of Assignor's milk sales, Assignee hereby agrees to subordinate any and all security interest of Assignee in said milk proceeds to any security interest, right of setoff or other interest of IFS arising directly from the purchase of milk from Assignor, including any amounts owed for transportation, freight, fuel, testing or required program fees and dues, in said milk proceeds.

In the event of a dispute arising between the Assignor and Assignee or any other assignees arising from this or any other assignment, then IFS may at its option 1) draw a check for any disputed sums under this assignment payable jointly to Assignor and Assignee and any other assignee disputing payment of which IFS is aware and deliver the check to Assignee, or 2) interplead the disputed funds with any court of competent jurisdiction.

If through a reasonable and good faith mistake of IFS it incorrectly determines the priority of claims of persons to whom payments should be made, the payment amounts, or it otherwise pays more or less than it is due to Assignor or Assignee, the Assignor and Assignee agree to seek relief from each other and agree to make no claim or further demand upon IFS for any amounts paid or not paid.

EXECUTED by Assignor effective as of the 1st day of September, 2013.

Assignor:

BLISS DAIRY, LLC

_____ By: _____
Witness Timothy Scott Bliss, Manager and Member

Assignee:

RABO AGRIFINANCE, INC.

_____ By: _____
Witness Its.: _____

ACCEPTED this _____ day of _____, 2013.

IFS:

INNOVATIVE FOOD SOLUTIONS

_____ By: _____
Witness

1251431.07/ dmm/ rqn

07-17-03

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MILK PAYMENT ASSIGNMENT

TO: DAIRY FARMERS OF AMERICA
1140 South 3200 West
Salt Lake City, Utah 84104

ASSIGNOR: BLISS DAIRY, LLC, a Utah limited liability company
c/o Timothy S. Bliss
1240 South Milky Way Lane
P.O. Box 848
Delta, Utah 84624

ASSIGNEE: RABO AGRIFINANCE, INC.
12443 Olive Blvd., Suite 50
St. Louis, MO 63141
Attention: Customer Service Representative

This assignment becomes effective only when accepted in writing by DAIRY FARMERS OF AMERICA ("DFA").

BLISS DAIRY, LLC ("Assignor") hereby authorize(s) DAIRY FARMERS OF AMERICA ("DFA") to deduct and pay over to RABO AGRIFINANCE, INC. ("Assignee") at 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative, all amounts due to Assignor for milk marketed through or sold to DFA, less and excepting only such monthly payment amount that DFA shall deduct and pay over to MLIC ASSET HOLDINGS, LLC ("MetLife") pursuant to a separate Milk Payment Assignment executed in favor of MetLife, in the event Assignee makes written demand upon DFA to do so.

In accordance with Assignor's agreement or contract with DFA, a copy of which is attached hereto, and pursuant to the terms of this assignment, it is understood that DFA is authorized to pay first any and all amounts owed to DFA by Assignor and to pay prior assignments before Assignee is entitled to receive any proceeds whatsoever.

In consideration of DFA agreeing to pay Assignee directly and for administratively handling the proceeds of Assignor's milk sales, Assignee hereby agrees to subordinate any and all security interest of Assignee in said milk proceeds to any security interest, right of setoff or other interest of DFA arising directly from the purchase of milk from Assignor, including any amounts owed for transportation, freight, fuel, testing or required program fees and dues, in said milk proceeds.

In the event of a dispute arising between the Assignor and the Assignee or any other assignees arising from this or any other assignment, then DFA may at its option 1) draw a check for any disputed sums under this assignment payable jointly to Assignor and Assignee and any other assignee disputing payment of which DFA is aware and deliver the check to Assignee, or 2) interplead the disputed funds with any court of competent jurisdiction.

If through a reasonable and good faith mistake of DFA it incorrectly determines the priority of claims of persons to whom payments should be made, the payment amounts, or it otherwise pays more or less than it is due to Assignor or Assignee, the Assignor and Assignee agree to seek relief from each other and agree to make no claim or further demand upon DFA for any amounts paid or not paid.

EXECUTED by Assignor effective as of the 1st day of September, 2013.

Assignor:

BLISS DAIRY, LLC

_____ By: _____
Witness Timothy Scott Bliss, Manager and Member

Assignee:

RABO AGRIFINANCE, INC.

_____ By: _____
Witness Its.: _____

ACCEPTED this _____ day of _____, 2013.

DAIRY FARMERS OF AMERICA

_____ By: _____
Witness Its.: _____

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07-17-03
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Bliss Dairy, LLC

No: _____

CERTIFICATE OF AUTHORITY – BLISS DAIRY, LLC

This Certificate of Authority (the "Certificate") is made in conjunction with the Loan Assumption Agreement (the "Assumption Agreement") between BLISS DAIRY, LLC, a Utah Limited Liability Company ("Borrower") and RABO AGRIFINANCE, INC., a Delaware corporation ("Lender" or "RAF" or "Rabo"), dated with a retroactive effective date of September 1, 2013, provided, that the Assumption Agreement only becomes effective upon the Plan Effective Date (as defined herein) following the Confirmation (as defined herein) of the Plan (as defined herein).

Each capitalized term used in this Certificate that is defined in the Assumption Agreement will have the meaning specified in the Assumption Agreement. This Certificate will be interpreted in accordance with the Drafting Conventions.

The Assumption Agreement arises out of three jointly administered Chapter 11 bankruptcy cases that were filed with the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court") on January 27, 2013 (the "Petition Date"), as follows: *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772 (collectively the "Bankruptcy Cases"). The Debtors in the Bankruptcy Cases are Debtor Revolution Dairy, LLC ("Revolution Dairy"), Debtor Highline Dairy, LLC ("Highline Dairy"), and Debtors Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy (the "Blisses") (collectively the "Debtors"). As of the Petition Date, the Debtors were jointly and severally indebted to the Lender (the "Original RAF Indebtedness") under certain contracts and agreements that were entered into prior to the Petition Date. The Debtors filed their *Joint Chapter 11 Plan (dated October 10, 2013)* (Bankruptcy Court Docket 443 and 444) (the "Plan") with the Bankruptcy Court on October 31, 2013. The term "Plan Effective Date" means the date that is 15 days after Confirmation of the Plan, or such earlier date as approved by the Bankruptcy Court in the Confirmation Order. The term "Confirmation" means the entry of the Confirmation Order of the Bankruptcy Court confirming the Plan. The Plan provides for the formation of the Borrower and the transfer and assumption of all assets and liabilities (as such liabilities are modified under the Plan) of the Debtors to the Borrower. Rabo and the Debtors agreed (as reflected in the Plan) that the unpaid balance of the Original RAF Indebtedness (referred to in the Plan and herein as the "Rabo Allowed Secured Claims") would be $15,625,000 as of September 1, 2013. The Plan provides that "Post-Confirmation, Rabo's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the [Rabo] Allowed Secured Claims and the terms set forth in Schedule 1 [to the Plan]." The Assumption Agreement constitutes part of the new note and related loan agreements contemplated by the Plan for the assumption by the Borrower and the payment of the Rabo Allowed Secured Claims under the Plan.

The undersigned certifies to Lender:

1. The undersigned Timothy Scott Bliss, who is the Manager and a Member of the Borrower, has knowledge of the facts below and is authorized to execute and deliver this Certificate.

2. The Borrower is a Utah limited liability company organized and in good standing under the laws of the State of Utah.

3. Attached hereto as EXHIBIT A is a true and correct copy of the Articles of Organization and any amendments thereto (the “Articles of Organization”) currently in effect for the Borrower.

4. Attached hereto as EXHIBIT B is a true and correct copy of the Operating Agreement of the Borrower, which has not been amended or modified in any respect and is in full force and effect as of the date hereof.

5. A true, correct and complete copy of any additional formation documents for the Borrower filed with the Utah Division of Corporations and Commercial Code and/or any other instruments and agreements regarding the organization and governance of the affairs of Borrower, and all amendments thereto, in effect as of the date of this Certificate, have been delivered to Lender.

6. Attached as EXHIBIT C is a true, correct, and complete copy of resolutions duly adopted by unanimous consent of the Manager and all of the Members of the Borrower (the "Resolutions").

7. The Resolutions have not been amended or modified, and are in full force and effect.

8. The Borrower is authorized to enter into the Assumption Agreement and to take any other Authorized Action (as defined in the Resolutions). No other or further action by or on behalf of the sole Manager or the Members of the Borrower, no other or further actions by the Bankruptcy Court in the Bankruptcy Case, and no other or further actions pursuant to the Plan, are required to authorize (a) the Assumption Agreement and the other instruments and agreements required to be executed and delivered by the Borrower under the Assumption Agreement; or (b) any other Authorized Action (as defined in the Resolutions).

9. The Person listed below (the "Authorized Person") is authorized to execute and deliver the Assumption Agreement and any other Authorized Documents (as defined in the Resolutions) to which the Borrower is a party, with the Assumption Agreement and any other Authorized Documents (as defined in the Resolutions) containing such terms and conditions as the Authorized Person deems necessary or proper, and all previous actions of the Authorized Person have been ratified, confirmed and approved by the Borrower:

Name	Office or Title
Timothy Scott Bliss	Manager

10. The following is a sample of the Authorized Person’s signature:

_____
Timothy Scott Bliss

11. The signature of the Authorized Person is all that is required to bind the Borrower to the terms and conditions of the Assumption Agreement and any other Authorized Documents to which it is a party, the Assumption Agreement and any other Authorized Documents have been executed and delivered to Lender by the Authorized Person, and they constitute legally binding obligations of the Borrower.

12. Lender is authorized to rely upon this Certificate until written notice of revocation is received by Lender. All such notices must be addressed to Lender, at 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative.

13. This Certificate may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO THE CERTIFICATE OF AUTHORITY OF BLISS DAIRY, LLC]

This Certificate of Authority is signed as of October _____, 2013.

BLISS DAIRY, LLC, a Utah Limited Liability Company

By: _____
Timothy Scott Bliss, Manager and Member

EXHIBIT A

CONSENT OF THE SOLE MANAGER AND THE MEMBERS OF BLISS DAIRY, LLC

This Consent ("Consent") is made in conjunction with the Loan Assumption Agreement (the "Assumption Agreement") between BLISS DAIRY, LLC, a Utah Limited Liability Company ("Borrower") and RABO AGRIFINANCE, INC., a Delaware corporation ("Lender" or "RAF" or "Rabo"), dated with a retroactive effective date of September 1, 2013.

Each capitalized term used in this Consent that is defined in the Assumption Agreement will have the meaning specified in the Assumption Agreement. This Consent will be interpreted in accordance with the Drafting Conventions.

The Assumption Agreement arises out of the three Bankruptcy Cases that were filed with the Bankruptcy Court on the Petition Date of January 27, 2013, as follows: *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772. The Debtors in the Bankruptcy Cases are Debtor Revolution Dairy, LLC, Debtor Highline Dairy, LLC, and Debtors Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy (collectively the "Debtors"). As of the Petition Date, the Debtors were jointly and severally indebted to the Lender pursuant to the Original RAF Indebtedness under certain contracts and agreements that were entered into prior to the Petition Date. The Debtors filed their Plan with the Bankruptcy Court on October 31, 2013. The Plan provides for the formation of the Borrower and the transfer and assumption of all assets and liabilities (as such liabilities are modified under the Plan) of the Debtors to the Borrower. Rabo and the Debtors agreed (as reflected in the Plan) that the unpaid balance of the Original RAF Indebtedness, referred to in the Plan as the Rabo Allowed Secured Claims, would be $15,625,000 as of September 1, 2013. The Assumption Agreement constitutes part of the new note and related loan agreements contemplated by the Plan for the assumption by the Borrower and the payment of the Rabo Allowed Secured Claims under the Plan.

The undersigned, constituting the sole Manager and all of the Members of the Borrower, acting by written consent in lieu of a meeting, resolve (the "Resolutions") as follows:

1. That the Borrower is authorized to (a) enter into and perform its obligations under the Assumption Agreement and the other Transaction Documents (as defined below) to which the Borrower is a party, and (b) enter into and perform such other agreements of any nature with Lender, including (i) the borrowing of money, (ii) the obtaining of letters of credit issued by Lender or an affiliate of Lender for the account of Borrower, (iii) obtaining Lender's acceptance of drafts and other instruments for the account of Borrower, and (iv) discounting with or selling to Lender notes, acceptances, drafts, receivables and other evidences of indebtedness, (the actions described in clauses (a) and (b) of this Section 1 are herein the "Authorized Actions"), each with such terms and conditions that are acceptable to the Person listed below, any Person delegated by such Person, and any successor to such Person (the "Authorized Person"), in that Person's sole discretion, execution and delivery of those documents by the Borrower will be conclusive evidence of that acceptability:

Name	Office or Title
Timothy Scott Bliss	Manager

2. That the Authorized Person is hereby authorized to execute and deliver on behalf of the Borrower the Assumption Agreement, the Term Loan Note, the Milk Payment Assignments, and all other loan documents arising out of or in connection with the Assumption Agreement (the

"Transaction Documents") to which the Borrower is a party, and such other and further documents, certificates, and instruments as may be required by Lender; to take on behalf of the Borrower all such further actions, and to pay on behalf of the Borrower all such expenses, that the Authorized Person determines to be necessary or desirable in order to carry out the transactions evidenced by the Assumption Agreement and the Transaction Documents and any other Authorized Actions on behalf of the Borrower from time to time (collectively, the "Authorized Documents"), the execution and delivery of any such Authorized Documents, the taking of any such actions, and the payment of any such expenses to be conclusive evidence of that determination;

3. That the previous actions of the Authorized Person authorized by these Resolutions are hereby ratified, confirmed and approved;

4. That these Resolutions are a continuing agreement with Lender, and shall be binding upon the Borrower;

5. That the Authorized Person is authorized to certify to Lender a copy of these Resolutions, and to certify the name of the sole Manager of the Borrower, together with his specimen signature; and

6. That Lender is authorized to rely upon these Resolutions until written notice of revocation by the undersigned is received by Lender. All such notices must be addressed to Lender, at 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative.

7. This Consent may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument.

[SIGNATURE PAGE TO CONSENT AND RESOLUTIONS OF THE BORROWER, BLISS DAIRY, LLC]

This Consent is being signed on the date indicated below, with the intent that it become effective as of September 1, 2013.

THE SOLE MANAGER AND A MEMBER OF BORROWER BLISS DAIRY, LLC

Date of signature: October _____, 2013

By: _____
Timothy Scott Bliss, Manager and Member

THE OTHER MEMBERS OF BORROWER BLISS DAIRY, LLC

Date of signature: October _____, 2013

By:_____
Robert Edward Bliss, Member

Date of signature: October _____, 2013

By:_____
Mike Reid Bliss, aka Mike R. Bliss, aka Michael Reid Bliss, Member

Date of signature: October _____, 2013

By:_____
Justin Heath Bliss, Member

1256793.02/dmm/rqn

EXHIBIT C

Execution Original

$10,725,314.87 October 31, 2013
(the "**Effective Date**")

BLISS DAIRY, LLC

AMENDED AND RESTATED SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, BLISS DAIRY, LLC, a Utah limited liability company (the "**Borrower**") duly organized and validly existing under the laws of the State of Utah, hereby promises to pay to MLIC Asset Holdings LLC, a Delaware limited liability company, or assigns ("**Lender**"), on the Maturity Date (as defined herein), the principal amount of TEN MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED FOURTEEN AND 87/100 Dollars ($10,725,314.87) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, at the address provided in Section 11.5 of the Loan Agreement, and to pay interest (computed on the basis of a 30/360 day year) at said address, or such other address as may be designated by Lender, and to pay interest according to the terms of this Amended and Restated Secured Promissory Note (this "**Note**") (computed on the basis of a 360-day year) at said address, in like currency, on the unpaid portion of said principal amount from the Effective Date until repaid.

1. Amendment and Restatement of Existing Notes. Effective as of Effective Date of this Note, Borrower has assumed (i) Lender's predecessor-in-interest's Loan No. 193505 made to Revolution Dairy, LLC, a Utah limited liability company, dated September 25, 2009 in the original principal amount of $3,300,000.00 (the "**2009 Loan**"), and all of the obligations under that certain Secured Promissory Note dated September 25, 2009 in the face amount of $3,300,000.00 (the "**2009 Note**") and (ii) Lender's predecessor-in-interest's Loan No. 195337 made to Robert E. Bliss and Judith K. Bliss, husband and wife, d/b/a Bliss Dairy, Revolution Dairy, LLC, a Utah limited liability company and Highline Dairy, LLC, a Utah limited liability company, dated January 6, 2012 in the aggregate principal amount of $11,326,010.00 (the "**2012 Loan**" and, together with the 2009 Loan, the "**Loans**"), and all of the obligations under that certain Secured Promissory Note dated September 25, 2009 in the face amount of $3,300,000.00 (the "**2012 Note**" and, together with the 2009 Note, the "**Notes**") pursuant to the terms of that certain Modification of Loan Agreement and Related Loan Documents dated as of even date herewith (the "**Assumption and Modification Agreement**"). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Assumption and Modification Agreement. This Note is also being given in repayment of all reasonable fees (including attorneys' fees) costs and expenses incurred and owing under the Prior Loans as of the Closing Date (as defined in the Loan Agreement). No additional funds will be advanced by Lender in connection with this Note and Lender is not obligated pursuant to the Loans or otherwise to advance any funds to the Borrower. As of the Effective Date, the outstanding principal balance of the 2009 Note and the 2012 Note shall be transferred to, evidenced solely by, and repaid in accordance with this Note. The 2009 Note and 2012 Note shall be deemed superseded and amended and restated in their entirety by this Note as of the Effective Date.

2. Interest.

(a) Subject to the Default Interest Rate as provided herein and the adjustment of the interest rate as provided in Section 2(b) below, the outstanding balance of this Note shall bear interest, beginning from the Effective Date, and continuing until the Interest Rate Adjustment Date (as defined below), at the rate of Five and 53/100 percent (5.53%) per annum.

(b) The interest rate on the outstanding balance of this Note shall be subject to adjustment on October 31, 2018 (the "**Interest Rate Adjustment Date**"). The adjusted interest rate shall be determined by Lender and shall be consistent with Lender's then-current underwriting standards and practices for loans that are similar to the loan evidenced by this Note in size, quality and transaction structure, and that are secured by properties similar in type and asset quality to the property encumbered as security for the repayment of this Note. The maximum amount of the adjusted interest rate shall be Four and 50/100 percent (4.5%) plus the then-current yield on five-year U.S. Treasury Securities.

3. Payments. Payments shall be made as follows:

(a) Commencing on the first (1st) day of the calendar month following the Effective Date and continuing on the first (1st) day of each calendar month thereafter (each a "**Payment Date**") until the Maturity Date (defined below), Borrower shall make combined principal and interest payments in the amount of Eighty-Seven Thousand Eight Hundred Five and 61/100 Dollars ($87,805.61). [**SUBJECT TO LENDER APPROVAL AND CONFIRMATION**]

(b) Upon a change in the interest rate on the Interest Rate Adjustment Date, the monthly payments set forth in Section 3(a) shall be adjusted, effective with the next Payment Date, to the level of monthly payments of principal and interest sufficient to fully discharge this Note over the original 15-year amortization period, and calculated based on (i) the outstanding principal balance of this Note as of the Interest Rate Adjustment Date after applying Borrower's payment due on such date, if any, if received when due by Lender, (ii) the interest rate, as adjusted on the Interest Rate Adjustment Date, and (iii) the Maturity Date indicated below, and (iv) all payments being first applied against accrued interest

(c) The entire remaining principal balance and accrued, but unpaid, interest and any other amounts owed by Borrower under this Note, the Security Instruments (defined below) or under any of the other loan documents entered into now or in the future in connection with the loan shall be paid in full on October 31, 2023 (the "**Maturity Date**").

THIS NOTE PROVIDES FOR A BALLOON PAYMENT WHICH WILL BE DUE IN FULL ON THE MATURITY DATE AND THE BORROWER ACKNOWLEDGES THAT NO PROVISION OR AGREEMENT HAS BEEN MADE FOR THE REFINANCING BY LENDER OF THE AMOUNT TO BE PAID ON SUCH DATE.

4. Prepayment.

The Borrower shall have no right or privilege to prepay all or any portion of the indebtedness evidenced by this Note except as provided in the Loan Agreements, as amended.

5. Prepayment Following Acceleration; Waiver. Borrower expressly waives any right to prepay the indebtedness evidenced hereby except as provided in Section 4. Therefore, if the maturity of this Note is accelerated by reason of any default under this Note or under any other document executed in connection with this Note, Borrower recognizes and agrees that any prepayment of the indebtedness evidenced hereby resulting from such default (including without limitation, prepayments resulting from foreclosure and sale, and any redemption following foreclosure of the Deeds of Trust (as defined in the Assumption and Modification Agreement)) shall constitute a breach of the restrictions on prepayment set forth herein and will result in damages to Lender due to Lender's failure to receive the benefit of its investment as contracted for in this Note. Further, Borrower recognizes that it is extremely difficult and impractical to ascertain the extent of such damages. Accordingly, in the event the maturity of this Note is accelerated by reason of any default hereunder or under any other loan document, Borrower agrees to pay to the Lender, in addition to all other amounts due, the prepayment premium provided in the Loan Agreements. The undersigned agrees that the such prepayment premium represents the reasonable estimate of Lender and the undersigned of a fair average compensation for the loss that may be sustained by Lender due to the prepayment of any of the principal balance prior to the maturity date stated therein; the prepayment premium shall be paid without prejudice to the right of Lender to collect any other amounts provided for in the other documents executed in connection with this Note; and Lender shall not be obligated to actually reinvest the prepayment amount in any Treasury Note or other specific obligations as a condition to receiving the prepayment premium. The undersigned expressly waives any right it may have to prepay this Note, in whole or in part, without prepayment charge, upon acceleration of the maturity of this Note, and agrees that if for any reason a prepayment of any or all of the indebtedness evidenced by this Note is made, whether voluntarily or upon or following any acceleration of the maturity of this Note by Lender or any subsequent holder, then Borrower shall pay the prepayment premium calculated pursuant to the Loan Agreements.

6. Calculation of Interest/Application of Payments. All interest on any indebtedness evidenced by this Note shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) thirty (30) day months. Interest for partial months shall be calculated by multiplying the principal balance of this Note by the applicable per annum rate, dividing the product so obtained by 360, and multiplying the result by the actual number of days elapsed. Calculating interest for partial months on the basis of a 360-day year results in more interest than if a 365-day year were used. All payments received shall, at Lender's option, be applied to interest, to the reduction of unpaid principal, or to payment of other sums due under this Note or any instrument securing this Note. At the Lender's option, any sums becoming due hereunder or under any instrument securing this Note may be added to the principal balance hereunder and shall bear interest as provided herein.

7. Security. This Note is secured by the Loan Documents (as defined in the Assumption and Modification Agreement) and reference is made to the Loan Documents for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loans in accordance with its terms.

8. Default Interest. If any part of the principal or interest is not paid when due, the unpaid installment or payment shall bear interest thereafter at an annual rate of seven percent (7%) above then-applicable interest rate pursuant to this Note, but in no event higher than the

maximum rate allowed under the law of the State of Utah applicable to this loan, if any (the "**Default Interest Rate**").

9. Default/Acceleration. It is hereby agreed that if default be made in the payment of any of the installments of interest or principal aforesaid, at the time and place when and where the same become due and payable as aforesaid, or if default be made in any promise or agreement contained in any other document executed in connection with or to secure this Note (including, without limitation, an event of default under the Loan Documents), then, at the option of the Lender, the principal sum, together with all accrued and unpaid interest thereon, shall at once become due and payable at the designated place of payment, and all amounts then owing shall thereafter bear interest at the Default Interest Rate. Any forbearance or failure to exercise this right shall not constitute a waiver of Lender's right to exercise the right with respect to any such default and any subsequent default.

10. Costs and Expenses. In the event of default under this Note, Borrower agrees to pay all costs and expenses which may be incurred by Lender with respect to such default, including without limitation all costs and expenses of investigating the same and circumstances and events surrounding or relating thereto, fees charged by and expenses of professional consultants and advisers, including attorneys and accountants, costs of searching records, obtaining title reports, title insurance, trustee's fees, and all other reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the protection of its interest and the enforcement of its rights. Attorneys' fees shall include costs and expenses of legal advice with respect to the event of default, rights and remedies, negotiations with the undersigned and any other parties in interest, such as guarantors, other encumbrancers, receivers, trustees and the like, and attorneys' fees and expenses with respect to any action which Lender may commence or in which it might appear, whether for the purpose of protecting or preserving Lender's rights or to realize upon the lien of any security interest upon real or personal property, or both, by foreclosure or otherwise, and all attorneys' fees and expenses in any review of or appeal from any such action and any other proceeding, including any bankruptcy or arbitration proceeding.

11. Interest Limitation. In the event the interest provisions hereof or any exaction provided for herein shall result for any reason and at any time during the term of this Note in an effective rate of interest which transcends the limit of the usury or any other law applicable to the loan evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied on principal immediately upon receipt and effect as though the payor had specifically designated such extra sums to be so applied to principal, and the holder of this Note shall accept such extra payment or payments as a premium-free prepayment. If any such amounts are in excess of the principal then outstanding, such excess shall be paid to Borrower. In no event shall any agreed-to or actual exaction as consideration for the loan [evidenced hereby] transcend the limits imposed or provided by the law applicable to this transaction or Borrower in the jurisdictions in which the real property collateral or any other security for payment of this Note is located for the use or detention of money or for forbearance in seeking its collection.

12. Miscellaneous. All obligations under this Note shall be the joint and several obligations of each of the individuals and entities comprising the Borrower. This Note shall bind the heirs, personal representatives, successors and assigns of Borrower. The endorsers,

guarantors, and sureties of this Note and each of them hereby waive diligence, demand, presentment for payment, notice of nonpayment, protest, and notice of protest, and specifically consent to and waive notice of any renewals or extensions of this Note, whether made to or in favor of the makers or any other person or persons. The pleading of any statute of limitations as a defense to any demand against endorsers, guarantors, and sureties is expressly waived by each and all of the said parties. This Note, and the documents executed in connection with this Note, may be transferred, assigned or hypothecated by Lender without the prior consent of the undersigned.

13. Business Purposes. This loan is a loan for business purposes and the proceeds hereof shall not be used primarily for personal, family or household purposes.

(Signature page immediately follows)

IN WITNESS WHEREOF the Borrower has caused this Note to be signed by its manager thereunto duly authorized, and to be dated as of the Effective Date.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, Manager

Execution Original

MODIFICATION OF DEEDS OF TRUST AND SECURITY AGREEMENTS
(Utah)

BY

Bliss Dairy, LLC
a Utah limited liability company, successor by merger to
Robert E. Bliss and Judith K. Bliss, d/b/a Bliss Dairy, Revolution Dairy, LLC and Highline Dairy, LLC
as Grantor
TO

First American Title Insurance Agency, LLC,
a Utah limited liability company,
as Trustee

for the benefit of

MLIC ASSET HOLDINGS LLC
a Delaware limited liability company,
as Beneficiary

October 31, 2013

AFTER RECORDING, THIS INSTRUMENT SHOULD BE RETURNED TO:

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Boulevard, Suite 930
Overland Park, Kansas 66210
Attention: Director, Agribusiness Finance Group

THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

THE NAMES OF THE DEBTOR ("GRANTOR") AND THE SECURED PARTY ("BENEFICIARY"), THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, AND THE MAILING ADDRESS OF THE GRANTOR IS DESCRIBED ON **EXHIBIT A** ATTACHED HERETO, AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL, ARE AS DESCRIBED ON PAGES 1 THROUGH 4 HEREOF, IN COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9, SECTION 502 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH.

MODIFICATION OF DEEDS OF TRUST AND SECURITY AGREEMENTS

THIS MODIFICATION OF DEEDS OF TRUST AND SECURITY AGREEMENTS (this "**Agreement**") is made as of October 31, 2013, by and between Bliss Dairy, LLC, a Utah limited liability company, successor by merger to Robert E. Bliss and Judith K. Bliss, husband and wife, d/b/a Bliss Dairy, (the "**Grantor**") and MLIC ASSET HOLDINGS LLC, a Delaware limited liability company ("**Beneficiary**" or "**Lender**").

RECITALS

A. Lender's predecessors-in-interest, MetLife Bank, N.A. and Metropolitan Life Insurance Company have previously made two (2) loans (the "**Loans**") to ROBERT E. BLISS AND JUDITH K. BLISS, husband and wife, d/b/a BLISS DAIRY, REVOLUTION DAIRY, LLC, a Utah limited liability company and HIGHLINE DAIRY, LLC, a Utah limited liability company (collectively, the "**Original Borrowers**"). The Loans are secured by, among other things, the following (each, individually, a "**Deed of Trust**" and, collectively, the "**Deeds of Trust**"):

(i) that certain Deed of Trust and Security Agreement granted by Revolution Dairy, LLC, a Utah limited liability company, in favor of MetLife Bank, N.A,. dated as of September 25, 2009 and recorded on September 29, 2009 in the Millard County Recorder's Office, Utah, as Entry No. 00171010, in Book 508, Page 856, the beneficial interest of which was assigned to Metropolitan Life Insurance Company by Assignment recorded August 1, 2012 as Entry No. 182077 in Book 554 at Page 97;

(ii) that certain Deed of Trust and Security Agreement granted by Robert E. Bliss and Judith K. Bliss, husband and wife, d/b/a Bliss Diary, in favor of Metropolitan Life Insurance Company dated as of January 6, 2012 and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah, as Entry No. 00180250 in Book 546 at Page 688;

(iii) that certain Deed of Trust and Security Agreement granted by Highline Dairy, LLC, a Utah limited liability company, in favor of Metropolitan Life Insurance Company dated as of January 6, 2012 and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah, as Entry No. 00180249 in Book 546 at Page 655; and

(iv) that certain Deed of Trust and Security Agreement granted by Revolution Dairy, LLC, a Utah limited liability company, in favor of Metropolitan Life Insurance Company dated as of January 6, 2012 and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah, as Entry No. 00180248 in Book 546 at Page 623.

B. The Deeds of Trust encumber certain real property (the "**Real Property**") located in Millard County, Utah, and certain personal property (collectively, the "**Property**"), all as more particularly described in the Deeds of Trust.

C. The beneficial interest in the Deeds of Trust, along with all other documents, instruments and agreements, evidencing or securing the obligations secured by the Deeds of Trust, have been assigned to Lender pursuant to those certain Assignments of Loan Documents, each effective as of February 21, 2013 and recorded on April 11, 2013 in the Millard County Recorder's Office, Utah, as follows:

(i) Entry No. 00184989 in Book 565 at Page 732,

(ii) Entry No. 00184990 in Book 565 at Page 736,

(iii) Entry No. 00184991 in Book 565 at Page 740 and

(iv) Entry No. 00184992 in Book 565 at Page 744.

D. Pursuant to that certain Modification of Loan Agreements and Related Loan Documents by and among Lender, Grantor, Original Borrowers and ROBERT E. BLISS, JUDITH K. BLISS, TIMOTHY S. BLISS, LOREEN BLISS, JUSTIN H. BLISS, DARLA A. BLISS, MICHAEL R. BLISS, and STEPHANIE BLISS (each, a "**Guarantor**" and, collectively, the "**Guarantors**") dated as of even date herewith (the "**Assumption Agreement**"), Grantor has assumed all of the Original Borrowers' obligations under the Loans and Loan Documents (as defined and modified in the Assumption Agreement), including, without limitation, the Deeds of Trust. Capitalized terms not otherwise defined herein shall have the meanings specified in the Assumption Agreement.

E. Further pursuant to the Assumption Agreement, Beneficiary has agreed to modify the Loans, as evidenced by that certain Amended and Restated Promissory Note in the original principal amount of Ten Million Seven Hundred Twenty-Five Thousand Three Hundred Fourteen and 87/100 Dollars ($10,725,314.87) dated of even date herewith (the "**Amended and Restated Note**").

F. Grantor and Beneficiary desire to amend the Deeds of Trust to (1) provide that each Deed of Trust secures the obligations set forth in the Amended and Restated Note, the Assumption Agreement, the Loan Documents (except for the Guaranties and Unsecured Indemnities, as defined in the Assumption Agreement) and the other Loan Documents executed in conjunction therewith, and (2) to provide for certain other matters, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

1. Status of Loans. Grantor acknowledges for the benefit of Beneficiary that the Deeds of Trust, the promissory notes and other obligations secured thereby and all other Loan Documents executed in connection therewith are valid and binding obligations enforceable in accordance with their terms and that Grantor has no offset or defense against the indebtedness evidenced by the

Amended and Restated Note, the obligations set forth in the related Loan Documents or the lien and covenants of the Deeds of Trust.

2. Amendment to Deeds of Trust. The Deeds of Trust are hereby amended in the following manner, effective as of the date of this Agreement:

(a) Grant of Property to Secure Amended and Restated Note. Grantor irrevocably jointly and severally grants, assigns, transfers and conveys to Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE for the benefit of Beneficiary, all of Grantor's right, title and interest, now owned or hereafter acquired, in and to the Property, grants to Beneficiary a security interest therein, and hereby agrees that the Property shall be subject to each and every covenant and term of the Deeds of Trust, as amended hereby, as security for the indebtedness evidenced by the Amended and Restated Note in addition to the other Secured Indebtedness defined therein.

(b) Secured Indebtedness. Each Deed of Trust shall secure the indebtedness evidenced by the Amended and Restated Note, in addition to the Secured Indebtedness described therein. Accordingly, the term "Secured Indebtedness" as defined in the Deeds of Trust is hereby amended to add the following provision:

> "Any and all obligations arising pursuant to that certain Modification of Loan Agreements and Related Loan Documents dated as of October 31, 2013, executed in favor of Beneficiary and that certain Amended and Restated Secured Promissory Note of even date therewith executed by Grantor dated October 31, 2013 (the "**Amended and Restated Note**")."

(c) Cross-Default. The occurrence of a default or event of default under any of the Deeds of Trust or any other deed of trust or security instrument now or hereafter securing the Secured Indebtedness or any other documents, agreements, or indemnities evidencing, securing or relating to the loans secured thereby as and to the extent stated in the Assumption Agreement.

3. Secured Obligations. Each Deed of Trust, as modified hereby, shall continue to secure the all of the indebtedness and obligations evidenced by the Loan Documents and other obligations set forth in the Deeds of Trust.

4. Release of Beneficiary. Effective as of the date hereof, Grantor hereby releases Beneficiary and its subsidiaries, affiliates, agents, and employees, from and against any liabilities, damages, expenses, including attorneys' fees, and claims of any sort ("**Claims**") arising from or concerning either the obligations of the Loans, or the negotiation, preparation, or execution of this Agreement and the documents and agreements referred to herein. This release is intended to cover all such Claims existing as of the date hereof, whether known or unknown, suspected or unsuspected, or matured or contingent. The releases set forth in this Section 4 are given as a material inducement to Beneficiary to enter into this Agreement.

5. Related Obligations. By executing, delivering and accepting this Agreement, Grantor and Beneficiary acknowledge and agree that the terms of the Assumption Agreement are applicable hereto and incorporated and restated herein by this reference. To the extent the terms of the Assumption Agreement are expressly inconsistent with or in addition to those of this Agreement, the Assumption Agreement shall be controlling. As a result of the foregoing, Grantor and Beneficiary acknowledge and agree that unless, until and to the extent provided otherwise in a subsequent written agreement executed by Beneficiary:

(a) each Deed of Trust secures all of the indebtedness and obligations arising under the Amended and Restated Note and the other loan documents evidencing or securing the Loans, together with all interest thereon and other sums due or to become due and obligations to be performed in connection therewith, all in such order as Beneficiary may from time to time elect;

(b) the Amended and Restated Note is secured by each of the Deeds of Trust;

(c) any default under the Assumption Agreement, the Amended and Restated Note, the Loan Documents or any of the Deeds of Trust or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same (collectively, the "**Related Loan Documents**") shall constitute an Event of Default under this Agreement and each Deed of Trust;

(d) any Event of Default under the Amended and Restated Note or this Agreement shall constitute a default under the Assumption Agreement and all of the other Related Loan Documents;

(e) any notice, grace and cure periods provided for in the Assumption Agreement or any of the other Related Loan Documents shall run concurrently as to any given Event of Default; and

(f) Beneficiary shall have the right to exercise any remedies under the Assumption Agreement and other Related Loan Documents against any one or more properties or all of the properties encumbered hereby at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties encumbered hereby.

6. No Subordination. This Agreement does not constitute nor is it intended to be or create a subordination of the lien of any Deed of Trust to any other lien on or interest in the property encumbered thereby whether created or recorded before or after such Deed of Trust.

7. Reaffirmation. Except as expressly set forth herein, the Deeds of Trust and the other Loan Documents shall remain unmodified and in full force and effect, and Grantor hereby affirms and reaffirms, as applicable, each and every of the terms and provisions of the Deed of Trust and the other Loan Documents, except to the extent modified in or pursuant to the Assumption Agreement, as to the Property encumbered by the lien of the Deed of Trust, as amended hereby.

8. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same contract. The parties agree that the executed signature pages of such counterparts may be attached to a single document to facilitate the recordation of this Agreement.

[*The remainder of this page intentionally left blank.*]

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

GRANTOR:

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, Manager

LENDER:

MLIC ASSET HOLDINGS LLC, a
Delaware limited liability company

By:_____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2013 by Timothy S. Bliss, Manager of Bliss Dairy, LLC, a Utah limited liability company.

_____
Notary Public
Residing at _____

My Commission Expires: _____

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged and executed before me on this ____ day of _____, 2013 by _____, _____ of MLIC Asset Holdings LLC, a statutory body created and existing under the laws of the State of Delaware, on behalf of said body.

_____
Notary Public

My Commission Expires: _____

(SEAL)

After recording, this instrument
should be returned to:

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Boulevard, Suite 930
Overland Park, Kansas 66210
Attn: Director, Agribusiness Finance Group

Parcel Identification Number(s): ___3903, 3904, 3973-3, 3973-3-1, 5246, 5247, 5248

MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES
(Millard County, Utah)

THIS MODIFICATION OF ASSIGNMENTS OF RENTS AND LEASES (this "**Agreement**") is made as of October 31, 2013, by and between Bliss Dairy, LLC, a Utah limited liability company, successor by merger to Revolution Dairy, LLC, a Utah limited liability company, and Highline Dairy, LLC and transferee of Robert E. Bliss and Judith K. Bliss, husband and wife, d/b/a Bliss Dairy, (the "**Assignor**") and MLIC ASSET HOLDINGS LLC, a Delaware limited liability company ("**Assignee**" or "**Lender**").

RECITALS

A. Lender's predecessors-in-interest, MetLife Bank, N.A. and Metropolitan Life Insurance Company have previously made two (2) loans (the "**Loans**") to ROBERT E. BLISS AND JUDITH K. BLISS, husband and wife, d/b/a BLISS DAIRY, REVOLUTION DAIRY, LLC, a Utah limited liability company and HIGHLINE DAIRY, LLC, a Utah limited liability company (collectively, the "**Original Borrowers**"). The Loans are secured by, among other things, the following (each, individually, an "**Assignment of Rents and Leases**" and, collectively, the "**Assignments of Rents and Leases**"):

(i) that certain Assignment of Rents and Leases granted by Revolution Dairy, LLC, a Utah limited liability company, in favor of MetLife Bank, N.A,. dated as of September 25, 2009 and recorded on September 29, 2009 in the Millard County Recorder's Office, Utah, as Entry No. 00171011, in Book 508, Page 888; and

(ii) that certain Assignment of Rents and Leases granted by Robert E. Bliss and Judith K. Bliss, husband and wife, d/b/a Bliss Diary, in favor of Metropolitan Life Insurance Company dated as of January 6, 2012 and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah, as Entry No. 00180251 in Book 546 at Page 719.

C. The beneficial interest in the Assignments of Rents and Leases, along with all other documents, instruments and agreements, evidencing or securing the obligations secured by the Deeds of Trust, have been assigned to Lender pursuant to those certain Assignments of Loan Documents, each effective as of February 21, 2013 and recorded on April 11, 2013 in the Millard County Recorder's Office, Utah, as follows:

(i) Entry No. 00184989 in Book 565 at Page 732,

(ii) Entry No. 00184990 in Book 565 at Page 736,

(iii) Entry No. 00184991 in Book 565 at Page 740 and

(iv) Entry No. 00184992 in Book 565 at Page 744.

D. Pursuant to that certain Modification of Loan Agreements and Related Loan Documents by and among Lender, Assignor, Original Borrowers and ROBERT E. BLISS, JUDITH K. BLISS, TIMOTHY S. BLISS, LOREEN BLISS, JUSTIN H. BLISS, DARLA A. BLISS, MICHAEL R. BLISS, and STEPHANIE BLISS (each, a "**Guarantor**" and, collectively, the "**Guarantors**") dated as of even date herewith (the "**Assumption Agreement**"), Grantor has assumed all of the Original Borrowers' obligations under the Loans and Loan Documents (as defined in the Assumption Agreement), including, without limitation, the Assignments of Rents and Leases. Capitalized terms not otherwise defined herein shall have the meanings specified in the Assumption Agreement.

E. Further pursuant to the Assumption Agreement, Assignee has agreed to modify the Loans, as evidenced by that certain Amended and Restated Promissory Note in the original principal amount of Ten Million Seven Hundred Twenty-Five Thousand Three Hundred Fourteen and 87/100 Dollars ($10,725,314.87) dated of even date herewith (the "**Amended and Restated Note**").

F. Assignor and Assignee desire to amend the Assignment of Rents and Leases to (1) provide that each Assignment of Rents and Leases secures the obligations set forth in the Amended and Restated Note, the Assumption Agreement, the Loan Documents (except for the Guaranties and Unsecured Indemnities, as defined in the Assumption Agreement) and the other Loan Documents executed in conjunction therewith, and (2) to provide for certain other matters, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

1. Status of Loans. Assignor acknowledges for the benefit of Assignee that the Assignments of Rents and Leases, the promissory notes and other obligations secured thereby and all other Loan Documents executed in connection therewith are valid and binding obligations enforceable in accordance with their terms and that Assignor has no offset or defense against the indebtedness evidenced by the Amended and Restated Note, the obligations set forth in the related Loan Documents or the lien and covenants of the Assignments of Rents and Leases.

2. Amendment to Assignments of Leases and Rents. The Assignments of Leases and Rents are hereby amended in the following manner, effective as of the date of this Agreement:

(a) Secured Indebtedness. Each Deed of Trust shall secure the indebtedness evidenced by the Amended and Restated Note, in addition to the secured indebtedness described therein. Accordingly, the term "Secured Indebtedness" as defined in the Deeds of Trust is hereby amended to secure any and all obligations arising pursuant to that certain Modification of Loan Agreements and Related Loan Documents dated as of October 31, 2013, executed in favor of Assignee and that certain Amended and Restated Note.

(b) Cross-Default. The occurrence of a default or event of default under any of the Assignments of Leases and Rents or any other deed of trust or security instrument now or hereafter securing the Loans or any other documents, agreements, or indemnities evidencing, securing or relating to the loans secured thereby as and to the extent stated in the Assumption Agreement.

(c) Modification of Defined Terms. From and after the date hereof, the Assignments of Rents and Leases are each hereby amended such that (a) all references to "Assignor" shall include the Assignor as provided herein, (b) all references to "Assignee" shall refer to Lender as provided herein, (c) all references to the "Note" shall mean the Amended and Restated Note, and (c) all references to "Loan Documents," "Collateral Documents" or any of them shall mean the Loan Document(s) as modified by the Amended and Restated Note, the Assumption Agreement and this Agreement.

3. Secured Obligations. Each Assignments of Leases and Rents, as modified hereby, shall continue to secure the all of the indebtedness and obligations evidenced by the Loan Documents and other obligations set forth in the Assignments of Leases and Rents.

4. Release of Assignee. Effective as of the date hereof, Assignor hereby releases Assignee and its subsidiaries, affiliates, agents, and employees, from and against any liabilities, damages, expenses, including attorneys' fees, and claims of any sort ("**Claims**") arising from or concerning either the obligations of the Loans, or the negotiation, preparation, or execution of this Agreement and the documents and agreements referred to herein. This release is intended to cover all such Claims existing as of the date hereof, whether known or unknown, suspected or unsuspected, or matured or contingent. The releases set forth in this Section 4 are given as a material inducement to Assignee to enter into this Agreement.

6. No Subordination. This Agreement does not constitute nor is it intended to be or create a subordination of the lien of any Assignment of Leases and Rents to any other lien on or interest in the property encumbered thereby whether created or recorded before or after such Assignment of Leases and Rents.

7. Reaffirmation. Except as expressly set forth herein, the Assignments of Leases and Rents and the other Loan Documents shall remain unmodified and in full force and effect, and Assignor hereby affirms and reaffirms, as applicable, each and every of the terms and provisions of the Assignments of Leases and Rents and the other Loan Documents, as originally set forth therein, as to the property encumbered by the lien of the Assignments of Leases and Rents, as amended hereby.

8. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same contract. The parties agree that the executed signature pages of such counterparts may be attached to a single document to facilitate the recordation of this Agreement.

[*The remainder of this page intentionally left blank.*]

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

ASSIGNOR:

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, Manager

LENDER:

MLIC ASSET HOLDINGS LLC, a
Delaware limited liability company

By:_____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2013 by Timothy S. Bliss, Manager of Bliss Dairy, LLC, a Utah limited liability company.

_____
Notary Public
Residing at _____

My Commission Expires: _____

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged and executed before me on this ____ day of _____, 2013 by _____, _____ of MLIC Asset Holdings LLC, a statutory body created and existing under the laws of the State of Delaware, on behalf of said body.

_____
Notary Public

My Commission Expires: _____

(SEAL)

BORROWER'S AFFIDAVIT
BLISS DAIRY, LLC

This Borrower's Affidavit is delivered as of October 31, 2013 (the "Effective Date") to MLIC ASSET HOLDINGS LLC, a Delaware corporation ("MetLife") by BLISS DAIRY, LLC, a Utah limited liability company ("Borrower"), as an inducement to MetLife to enter into that certain Modification of Loan Agreements and Related Loan Documents dated as of the Effective Date (the "Assumption Agreement") and the modifications, transfers and assumptions contemplated thereby. All terms not otherwise defined herein shall have the same meaning as set forth in the Assumption Agreement.

STATE OF UTAH)
COUNTY OF _____)

After being first duly sworn, the undersigned, for and on behalf of Bliss Dairy, LLC, hereby jointly and severally represents and warrants to MetLife as follows:

1. Bliss Dairy, LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah, and the principal place of business of Bliss Dairy, LLC is 1564 S. Milky Way Lane, Delta, Utah 84624.

2. Bliss Dairy, LLC is duly authorized to do business in the State of Utah, as well as other states where Bliss Dairy, LLC has represented it has operations.

3. The members of Bliss Dairy, LLC are Robert E. Bliss, Michael R. Bliss, Timothy S. Bliss and Justin H. Bliss. Bliss Dairy, LLC is manager-managed and the manager is Timothy S. Bliss, who has the right, power and authority to execute this Borrower's Affidavit and all other documents executed in connection with the Assumption Agreement.

4. A true and complete copy of the Certificate of Formation and Articles of Organization of Bliss Dairy, LLC and any and all amendments thereto (such Articles and Agreement and Amendments thereto are herein together called the "Corporate Documents") have been furnished to MetLife. The Corporate Documents are duly and validly executed and delivered and are in full force and effect and binding upon and enforceable against Bliss Dairy, LLC in accordance with their terms. All necessary corporate action has been taken to empower Timothy S. Bliss to execute and deliver this Borrower's Affidavit and all other documents in connection with the Assumption Agreement on behalf of Bliss Dairy, LLC.

5. All certificates, licenses, permits and other approvals required to be obtained by Bliss Dairy, LLC in connection with its existence as a limited liability company or in order to engage in the business in which Bliss Dairy, LLC is presently engaged or in which it contemplates engaging have been duly obtained and, if required, filed, and are in full force and effect and true and complete copies of each have been delivered to MetLife.

6. The sole business of Bliss Dairy, LLC on the Real Property, as defined in the Deeds o herein defined, is the operation of a dairy farm, and the ownership and management of the Real Property and the Improvements (each as defined in the Deeds of Trust). As of this date, Bliss Dairy, LLC is well seized of an indefeasible estate in fee simple in the Real Property and

the Improvements, subject only to matters set forth in Schedule A, attached hereto. Bliss Dairy, LLC has furnished to MetLife true and complete copies of each document and instrument referred to in said Schedule A.

7. No member, partner, or owner of Bliss Dairy, LLC is, or will be held, directly or indirectly, by, a "foreign corporation," "foreign partnership," "foreign trust," "foreign estate," "foreign person," "affiliate" of a "foreign person" or a "United States intermediary" or a "foreign person" under the International Investment and Trade in Services Survey Act, the Agricultural Foreign Investment Disclosure Act of 1978, the Foreign Investments in Real Property Tax Act of 1980, the amendments of such Acts or regulations promulgated pursuant to such Acts. Bliss Dairy, LLC's federal tax identification number is 46-3977561.

8. All of the machinery, equipment, systems, facilities and other personal property used in or associated with maintenance and operation of the Real Property and the Improvements (the "Personal Property") is owned by Bliss Dairy, LLC free and clear of all liens, claims, encumbrances, security interests and rights of others and all of the Personal Property is located at the Real Property, any exceptions to the foregoing being expressly set forth in Plan.

9. To the best knowledge of the undersigned, no manager or officer of Bliss Dairy, LLC, or any member, partner, or owner of Bliss Dairy, LLC, is a director or officer of MetLife nor (i) a son or daughter of a MetLife director or officer, or descendant of either; (ii) a stepson or stepdaughter of a MetLife director or officer; (iii) the father or mother of a MetLife director or officer, or an ancestor of either, (iv) a stepfather or stepmother of a MetLife director or officer; or (v) a spouse of a MetLife director or officer. Bliss Dairy, LLC has no subsidiaries.

10. It is expressly understood that for the purpose of determining any of the foregoing relationships, a legally adopted child of a person is considered a child of such person by blood.

11. There has been no material adverse change in any representations made or information heretofore supplied by or on behalf of Bliss Dairy, LLC in connection with the transactions contemplated by the Assumption Agreement as to (i) the composition, structure, finances, business operations, credit, prospects or financial condition of Bliss Dairy, LLC; (ii) the income, condition, or ownership of the Real Property and Improvements; and (iii) all other features of the transaction contemplated under the Assumption Agreement.

12. There has been no damage or destruction to any part of the Real Property, Improvements or Personal Property by fire or other casualty that has not heretofore been repaired. There are presently no existing defects on the Improvements or Personal Property and no repairs or alterations thereof or modifications thereto are reasonably necessary or appropriate except for normal and routine maintenance.

13. No part of the Real Property or Improvements has been taken by the exercise of the power of eminent domain or condemnation and there is no proceeding for such a taking pending or threatened.

14. The Improvements and all of the Personal Property are in good condition and working order and the Real Property and Improvements and to the best knowledge of the undersigned the present use thereof comply, in all respects, with all (a) applicable legal and

contractual requirements (including, without limitation, any leases) with regard to the use, occupancy and construction thereof, including, without limitation, any zoning, subdivision, environmental, air quality, flood hazard, fire safety, planning, handicapped facilities, building and other governmental laws, ordinances, codes, regulations, orders and requirements of any governmental agency, (b) building, occupancy and other permits, licenses and other approvals and (c) declarations, conditions, easements, rights of way, covenants and restrictions of record; and there are no violations or alleged or asserted violations of law, municipal ordinances, public or private contracts, declarations, covenants, conditions, or restrictions of record, or other requirements with respect to the Real Property or Improvements, or any part thereof. The zoning and subdivision approval of the Real Property and the right and ability to construct, use or operate the Improvements are not in any way dependent upon or related to any real estate other than the Real Property.

15. All licenses, permits and approvals, if any, needed in connection with the construction, use, operation and occupancy of the Improvements as the same have been constructed and are presently being used and occupied and the use of the Personal Property, have been duly issued and paid for and are in full force and effect.

16. The existing access between the Improvements (and every part thereof) and public roads is sufficient to comply with all presently existing laws, ordinances, regulations, agreements and restrictions affecting the Real Property or Improvements and for the present use of the Real Property and Improvements. The streets, roads and avenues adjoining the Real Property have been fully improved and dedicated to and accepted for maintenance and public use by the public authority having jurisdiction thereover.

17. All utility services necessary and sufficient for the operation of the Improvements for their intended purposes are available at the boundaries of the Real Property, including, without limitation, water, storm sewer, sanitary sewer, gas, electric and telephone facilities, and unconditional written permission has been obtained from the applicable utilities or municipalities, as the case may be, to convert the Real Property and Improvements into each of such services and the Real Property and Improvements have been lawfully and properly tied into each of such services.

18. The Real Property is not situated in an area designated as having special flood hazards, as defined by the Flood Disaster Protection Act of 1973, as amended.

19. There are no unpaid or outstanding real estate or other taxes or assessments on or against the Real Property, Improvements or Personal Property, or any part thereof, except only general real estate taxes not yet due and delinquent. Bliss Dairy, LLC has delivered to MetLife copies of the current general real estate tax bills with respect to the Real Property and Improvements, or otherwise provided to MetLife's satisfactory evidence of payment of all such taxes. Said bills cover the whole of the Real Property and Improvements and do not cover or apply to any other property. There are no special assessments against the Real Property or Improvements and there is no pending or contemplated action pursuant to which any special assessment may be levied against the Real Property or Improvements.

20. Except as previously disclosed to MetLife in writing, there is no litigation, arbitration, or other proceeding or governmental investigation pending or threatened against or relating to Bliss Dairy, LLC or any guarantor of the Loan, or its property, assets, or business, including, without limitation, the Real Property, the Improvements, the Personal Property, or any interest in Bliss Dairy, LLC, and there is no basis for any such litigation, arbitration, or other proceeding or governmental investigation.

21. The Real Property has never been used for the production, release, storage or disposal of hazardous wastes or hazardous materials except for those agricultural and commercial chemicals customarily used in operations of the type currently conducted on the Real Property and which have been, are and shall be used in accordance with all applicable laws and regulations.

22. Bliss Dairy, LLC, nor any of its respective agents (a) have received any notice of any hazardous or other waste substances or materials in, under or upon the Real Property or of any violation of any environmental protection laws or regulations with respect to the Real Property or (b) know of any basis for any such notice or violation with respect to the Real Property.

23. Bliss Dairy, LLC covenants and agrees with MetLife that, throughout the term of the Loans, all toxic substances or materials, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Real Property shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, that the Real Property will not be used for the principal purpose of storing such substances and that no such storage or use will otherwise be allowed on the Real Property or any adjacent parcels thereto which will cause, or which will increase the likelihood of causing, an impermissible release of such substances onto the Real Property or any adjacent parcels thereto. Bliss Dairy, LLC shall protect, defend, indemnify and hold MetLife harmless from and against all loss, cost (including attorneys' fees), liability and damage whatsoever incurred by MetLife by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Real Property, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation, without regard to fault on the part of Bliss Dairy, LLC.

24. The Assumption Agreement and all additional Loan Documents contemplated thereby, including this Borrower's Affidavit, have been duly and validly authorized, executed, and delivered by Bliss Dairy, LLC or such other person or entity, as the case may be, and are in full force and effect and binding upon and jointly and severally enforceable against Bliss Dairy, LLC or such other person or entity in accordance with their respective terms.

25. All representations and warranties contained herein shall survive the disbursement and closing of the transactions contemplated by the Assumption Agreement without limit.

Further affiant sayeth not.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, Member and Manager

By:_____
Michael R. Bliss, Member

By:_____
Robert E. Bliss, Member

By:_____
Justin H. Bliss, Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of January, 2012 by Robert E. Bliss, Michael R. Bliss, Timothy S. Bliss and Justin H. Bliss, Members of Bliss Dairy, LLC, a Utah limited liability company.

_____
Notary Public
Residing at _____

My Commission Expires: _____(SEAL)

SCHEDULE A

REAFFIRMATION AGREEMENT
(Guarantor)

This Reaffirmation Agreement (the "**Agreement**") is entered into as of this 31st day of October, 2013, by ROBERT E. BLISS, JUDITH K. BLISS, TIMOTHY S. BLISS, LOREEN BLISS, JUSTIN H. BLISS, DARLA A. BLISS, MICHAEL R. BLISS, and STEPHANIE BLISS (each, a "**Guarantor**" and, collectively, the "**Guarantors**"), to and for the benefit of MLIC ASSET HOLDINGS LLC, a Delaware limited liability company, successor-in-interest to MetLife Bank, N.A. and Metropolitan Life Insurance Company (the "**Lender**"), with reference to the following recitals of fact:

A. Lender's predecessors-in-interest, MetLife Bank, N.A. and Metropolitan Life Insurance Company have previously made (i) Loan No. 193505 (the "**2009 Loan**") to REVOLUTION DAIRY, LLC, a Utah limited liability company and (ii) Loan No. 195337 (the "**2012 Loan**" and, together with the 2009 Loan, the "**Loans**") to ROBERT E. BLISS and JUDITH K. BLISS, husband and wife, d/b/a BLISS DAIRY, REVOLUTION DAIRY, LLC, a Utah limited liability company and HIGHLINE DAIRY, LLC, a Utah limited liability company (collectively, the "**Original Borrowers**").

B. Robert E. Bliss, Judith K. Bliss, Timothy S. Bliss, Loreen Bliss, Justin H. Bliss and Darla A. Bliss jointly and severally guaranteed the payment and performance of the obligations and liabilities of Revolution Dairy, LLC under the 2009 Loan pursuant to that certain Loan Guaranty Agreement dated as of September 25, 2009 (the "**2009 Guaranty**").

C. The Guarantors have jointly and severally guaranteed the payment and performance of the obligations and liabilities of the Original Borrowers under the 2012 Loan pursuant to that certain Loan Guaranty Agreement dated as of January 6, 2012 (the "**2012 Guaranty**" and, together with the 2009 Guaranty, the "**Guaranties**").

C. Pursuant to that certain Modification of Loan Agreements and Related Loan Documents by and among Lender, Original Borrowers, BLISS DAIRY, LLC, a Utah limited liability company (the "**Assuming Borrower**") and Guarantors dated as of even date herewith (the "**Assumption Agreement**"), Lender has agreed to certain the assumption of the Loans by Assuming Borrower and other modifications of the Loans as more particularly described in the Assumption Agreement (the "**Loan Assumption**").

D. The Loan Assumption will be evidenced by and further described in the following documents each executed as of even date herewith (the "**Loan Assumption Documents**"): (a) the Assumption Agreement, (b) a Modification of Deeds of Trust and Security Agreements, (c) a Modification of Assignments of Leases and Rents and (c) an Amended and Restated Promissory Note.

E. A condition to the Lender's consent to the Loan Assumption is the reaffirmation by the Guarantors of their continuing obligations under the Guaranties.

NOW, THEREFORE, each Guarantor hereby confirms and agrees for the benefit of Lender that (a) the Guaranties evidence valid and binding obligations enforceable in accordance

with their terms, (b) he or she has no offsets or defenses against the indebtedness or obligations evidenced thereby, and (c) his or her obligations under the Guaranties shall not be affected or impaired by the Loan Assumption and shall remain in full force and effect. Guarantor hereby consents to the Loan Assumption and the execution and delivery of the Loan Assumption Documents, and hereby reaffirms its continuing obligations under the Guaranties, as such obligations may be affected or altered by the Loan Assumption and the Loan Assumption Documents.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the date first written above.

GUARANTOR:

_____
Robert E. Bliss

_____
Judith K. Bliss

_____
Timothy S. Bliss

_____
Loreen Bliss

_____
Justin H. Bliss

_____
Darla A. Bliss

_____
Michael R. Bliss

_____
Stephanie Bliss

MODIFICATION OF LOAN AGREEMENTS AND RELATED LOAN DOCUMENTS

This MODIFICATION OF LOAN AGREEMENTS AND RELATED LOAN DOCUMENTS (this "**Agreement**") is made as of October 31, 2013 (the "**Effective Date**"), by and among ROBERT E. BLISS AND JUDITH K. BLISS, husband and wife, d/b/a BLISS DAIRY, REVOLUTION DAIRY, LLC, a Utah limited liability company and HIGHLINE DAIRY, LLC, a Utah limited liability company (collectively, the "**Original Borrowers**"); ROBERT E. BLISS, JUDITH K. BLISS, TIMOTHY S. BLISS, LOREEN BLISS, JUSTIN H. BLISS, DARLA A. BLISS, MICHAEL R. BLISS, and STEPHANIE BLISS (each, a "**Guarantor**" and, collectively, the "**Guarantors**"); BLISS DAIRY, LLC, a Utah limited liability company (the "**Assuming Borrower**"); and MLIC ASSET HOLDINGS LLC, a Delaware limited liability company ("**Lender**").

RECITALS

A. To evidence a loan from Lender's predecessor-in-interest, MetLife Bank, N.A., a national banking association ("**MetLife Bank**"), Loan No. 193505, made to Revolution Dairy, LLC, a Utah limited liability company ("**Revolution Dairy**") (the "**2009 Loan**"), Revolution Dairy executed and delivered to MetLife Bank that certain Secured Promissory Note dated September 25, 2009, in the original principal amount of Three Million Three Hundred Thousand and No/100 Dollars ($3,300,000.00) (the "**2009 Note**"), which 2009 Note is secured by (i) that certain Deed of Trust and Security Agreement dated of even date therewith and recorded on September 29, 2009 in the Millard County Recorder's Office, Utah as Entry No. 00171010, in Book 508, Page 856 (the "**2009 Deed of Trust**") encumbering certain real and personal property located in Millard County, Utah as more particularly described therein (collectively, the "**2009 Property**"), (ii) that certain Assignment of Rents and Leases dated as of even date therewith and recorded on September 29, 2009 in the Millard County Recorder's Office, Utah as Document No. 00171011 (the "**2009 Assignment of Rents and Leases**"); a UCC-1 financing statement filed with the Utah Department of Commerce on September 30, 2009, under Filing No. 639823200949, as amended (the "**2009 Financing Statement**"); that certain Loan Agreement of even date therewith, executed by Revolution Dairy for the benefit of Lender (the "**2009 Loan Agreement**"); (iv) that certain Security Agreement dated as of even date therewith and executed by Revolution Dairy for the benefit of Lender (the "**2009 Security Agreement**"); (v) that certain Assignment of Permits and Licenses dated of even date therewith executed by Revolution Dairy for the benefit of Lender (the "**2009 Assignment of Permits**"); and (vi) the Unsecured Indemnity Agreement dated as of even date therewith executed by the Revolution Dairy in favor of Lender (the "**2009 Indemnity**"). The 2009 Note, the 2009 Deed of Trust, the 2009 Assignment of Rents and Lease, the 2009 Financing Statement, the 2009 Loan Agreement, the 2009 Security Agreement, the 2009 Assignment of Permits and all other documents evidencing or securing the 2009 Loan are hereinafter referred to as the "**2009 Loan Documents**".

B. Robert E. Bliss, Judith K. Bliss, Timothy S. Bliss, Loreen Bliss, Justin H. Bliss and Darla A. Bliss jointly and severally guaranteed the payment and performance of the obligations and liabilities of Revolution Dairy under the 2009 Loan pursuant to that certain Loan Guaranty Agreement dated as of September 25, 2009 (the "**2009 Guaranty**").

C. To evidence a loan from Lender's predecessor-in-interest, Metropolitan Life Insurance Company, a New York corporation ("**MLIC**") Loan No. 195337, made to the Original Borrowers (the "**2012 Loan**", and, together with the 2009 Loan, the "**Loans**"), the Original Borrowers executed and delivered to MLIC that certain Secured Promissory Note dated January 31, 2012, in the original principal amount of Eleven Million Three Hundred Twenty-Six Thousand Ten and No/100 Dollars ($11,326,010.00) (the "**2012 Note**", and, together with the 2009 Note, the "**Notes**"), which 2012 Note is secured by (i) that certain Deed of Trust and Security Agreement dated of even date therewith and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah as Entry No. 00180250 in Book 546 at Page 688 (the "**Bliss Deed of Trust**"), that certain Deed of Trust and Security Agreement dated of even date therewith and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah as Entry No. 00180249 in Book 546 at Page (the "**Highline Deed of Trust**"), and that certain Deed of Trust and Security Agreement dated of even date therewith and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah as Entry No. 00180248 in Book 546 at Page 623 (the "**Revolution Deed of Trust**", and, collectively with the Bliss Deed of Trust and the Highline Deed of Trust, the "**2012 Deeds of Trust**")(the 2009 Deed of Trust and the 2012 Deeds of Trust are collectively referred to as the "**Deeds of Trust**"), encumbering certain real property (the "**2012 Real Property**") located in Millard County, Utah as more particularly described in the 2012 Deeds of Trust, and certain personal property as more particularly described therein (collectively, the "**2012 Property**" and, together with the 2009 Property, the "**Property**"); (ii) that certain Assignments of Rents and Leases dated as of even date therewith and recorded on January 9, 2012 in the Millard County Recorder's Office, Utah as Document No. 00180251 (the "**2012 Assignment of Rents and Leases**"); (iii) that certain UCC-1 financing statement filed with the Utah Department of Commerce on February 7, 2012, under Filing No. 372968200950 and File No. 369823200949, as amended (the "**2012 Financing Statements**" and, together with the 2009 Financing Statement, the "**Financing Statements**"); (iv) that certain Loan Agreement dated January 6, 2012 executed by the Original Borrowers for the benefit of Lender (the "**2012 Loan Agreement**" and, together with the 2009 Loan Agreement, the "**Loan Agreements**"); (v) that certain Security Agreement dated as of even date therewith and executed by the Original Borrowers for the benefit of Lender (the "**2012 Security Agreement**" and, together with the 2009 Security Agreement, the "**Security Agreements**"); (vi) that certain Assignment of Permits and Licenses dated of even date therewith executed by the Original Borrowers for the benefit of Lender (the "**2012 Assignment of Permits**"); and (vii) that certain Unsecured Indemnity Agreement dated as of even date therewith executed by the Original Borrowers in favor of Lender (the "**2012 Indemnity**", and together with the 2012 Indemnity, the "**Unsecured Indemnities**"). The 2012 Note, the 2012 Deeds of Trust, the 2012 Assignments of Rents and Leases, the 2012 Financing Statement, the 2012 Loan Agreement, the 2012 Security Agreement, the 2012 Assignment of Permits and all other documents evidencing or

securing the 2012 Loan are hereinafter referred to as the "**2012 Loan Documents**". As used but subject to further modification herein, the term "**Loan Documents**" shall mean the 2009 Loan Documents and the 2012 Loan Documents, collectively. Any capitalized term in this Agreement not otherwise defined herein shall have the meaning given to it in the Loan Documents.

D. The Guarantors have jointly and severally guaranteed the payment and performance of the obligations and liabilities of the Original Borrowers under the 2012 Loan pursuant to that certain Loan Guaranty Agreement dated as of January 6, 2012 (the "**2012 Guaranty**" and, together with the 2009 Guaranty, the "**Guaranties**"). The Guaranties and the Unsecured Indemnities are not secured by the Deeds of Trust.

E. This Agreement arises out of three jointly administered Chapter 11 bankruptcy cases that were filed with the United States Bankruptcy Court for the District of Utah (the "**Bankruptcy Court**") on January 27, 2013 (the "**Petition Date**"), captioned as follows: *In re Revolution Dairy, LLC*, Bankruptcy Case No. 13-20770, *In re Highline Dairy, LLC*, Bankruptcy Case No. 13-20771, and *In re Robert Edward Bliss and Judith Kay Bliss dba Bliss Dairy*, Bankruptcy Case No. 13-20772 (collectively the "**Bankruptcy Cases**"). The debtors in the Bankruptcy Cases are the Original Borrowers (hereinafter also referred to as the "**Debtors**"). As of the Petition Date, the Original Borrowers were jointly and severally indebted to the Lender under the Loan Documents that were entered into prior to the Petition Date and the Loans were cross-collateralized. The Original Borrowers were the respective debtors-in-possession in their Bankruptcy Cases, and the Bankruptcy Cases are being jointly administered by the Bankruptcy Court.

F. The Debtors filed their *Joint Chapter 11 Plan* (as further amended, the "**Plan**") with the Bankruptcy Court on June 24, 2013. The Debtors also filed their *Disclosure Statement for Joint Chapter 11 Plan (dated September 11, 2013)* Bankruptcy Court Docket 370 with the Bankruptcy Court on July 2, 2013 (as further amended, the "**Disclosure Statement**"). The Plan provides for the formation of the Assuming Borrower and the transfer, either by merger or conveyance (the "**Transfer**") of all assets of the Original Borrowers to the Assuming Borrower and the assumption by Assuming Borrower of all liabilities of the Original Borrower, on the terms set forth in the Plan, including, without limitation, the Loans (the "**Assumption**"). As stated in the Plan, the transfer of the assets of the Original Borrowers to the Assuming Borrower is subject to Lender retaining all of its liens, including pre-petition liens and liens granted post-petition under cash collateral orders on all property transferred to Assuming Borrower under the Plan, in the same priority position as in effect prior to the Petition Date.

G. Lender and the Original Borrowers have reached an agreement (as reflected in the terms of the Plan) that the unpaid balance of the MetLife Allowed Secured Claim (as defined in the Plan) would be Ten Million Seven Hundred Twenty-Five Thousand Three Hundred Fourteen and 87/100 Dollars ($10,725,314.87) as of the Effective Date, which includes the principal balance of the 2012 Loan and the 2009 Loan and all accrued and unpaid interest and all of Lender's attorney's fees and other costs in connection with the Bankruptcy

Cases to which Lender is entitled to reimbursement under the terms of the Loan Documents. The Plan provides that "Post-Confirmation, MetLife's Secured Claims shall be paid according to the terms of the new note and related loan documents which shall be consistent with the amount of the MetLife Allowed Secured Claims and the terms set forth in Schedule 1." Section 6.1 of the Plan further provides that the new note for MetLife's Secured Claims under the Plan would have an effective date of October 31, 2013, and "the new note and related loan documents shall be incorporated into the Confirmation Order."

H. Lender has agreed to the Transfer and to the Assumption under the terms of this Agreement and has also agreed to modify the terms of the 2009 Loan and the 2012 Loan (the "**Modification**") to provide for, among other things, (a) an amendment and restatement of the Notes (the "**Amended and Restated Note**"), changing the interest rate and adjusting the monthly payments and such other terms as contained therein, (b) a modification of the Deeds of Trust (the "**Modification of Deeds of Trust**") to incorporate additional provisions related to the Transfer, Assumption and Modification of the Loans, and (c) a modification of the Assignments of Leases (the "**Modification of Assignments of Leases**") to incorporate additional provisions related to the Transfer, Assumption and Modification of the Loans and other related documents, each dated as of even date herewith, and further upon the terms, covenants and conditions herein contained.

AGREEMENT

NOW THEREFORE, in consideration of the consent by the Lender to the Transfer, Assumption and the Modification, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Confirmation of Loans and Collateral. All of the Loan Documents are hereby confirmed by the Original Borrowers, the Assuming Borrower and the Guarantors as being valid, in full force and effect and the Original Borrowers and the Guarantors acknowledge that (a) they have no defenses or offsets to any of their obligations thereunder and (b) Lender has performed all of its obligations as of the Effective Date. The liens granted in favor of Lender in the Property pursuant to the Loan Documents, including without limitation, the Deeds of Trust, the Security Agreements and the Financing Statements have not been altered or affected by the Plan and remain in their pre-petition, perfected status and neither this Agreement nor any of the modifications contemplated hereby will alter, modify, release or diminish in any way Lender's liens on the Property pursuant to the Loan Documents.

2. Lender's Consent to Transfer and Assumption. Subject to the satisfaction of all of the Closing Conditions (defined below) and the terms of this Agreement, the Lender hereby consents to the Transfer, Assumption and the Modification.

3. Assuming Borrower's Assumption of the Loan. As of the Effective Date, Assuming Borrower hereby assumes and agrees to pay and perform all of the obligations evidenced by Loan Documents as modified by this Agreement as and when due, and agrees for the benefit of the Lender and its successors and assigns, to be bound by, observe and

perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations of the Original Borrowers pursuant to the Notes and the other Loan Documents, including, without limitation, all indemnities and guarantees. Assuming Borrower agrees that it is bound by all of such terms and provisions, as modified herein, and further agrees to promptly pay all such liabilities and to promptly observe and perform all such covenants and obligations, with the same force and effect as if the Assuming Borrower had originally executed and delivered the Loan Documents. To further evidence such assumption, Assuming Borrower shall execute and deliver to the Lender, as of the Effective Date, the Amended and Restated Note, the Modification of Deeds of Trust, the Modification of Assignments of Leases and such other related documents as may be required by Lender.

4. Reaffirmation of the Guaranties and other Loan Documents by Guarantors. Each of the Guarantors hereby consents to and approves the Transfer, Assumption and Modification as provided herein, and agree that the Guaranties shall remain in full force and effect with respect to the Loans as so assumed and modified. Each Guarantor hereby reaffirms all of the obligations and liabilities under the Guaranties and the other Loan Documents to which it is a party, and agrees that such obligations and liabilities are unmodified except as set forth in this Agreement and reaffirms each and every waiver contained in the Guaranties. Each Guarantor hereby agrees to provide the financial information and other reports required by this Agreement and the other Loan Documents.

5. Obligations Secured. The Deeds of Trust and Security Agreements shall continue to secure the entire principal and interest of the Amended and Restated Note and the other obligations stated in the Deeds of Trust and other Loan Documents, as amended by this Agreement. The Assuming Borrower acknowledges that it is acquiring its interests in the Property subject to the Deeds of Trust and other Loan Documents and hereby agrees that it is bound as an "new debtor" (within the meaning of the UCC) thereunder, by the assumption of the Loans and Original Borrowers' obligations thereunder, as modified hereby and furtherance thereof, grants to the Lender as additional security for the Loan a security interest in all of its Property, as such term is defined in the Deeds of Trust and other Loan Documents, and other assets pledged as security for the Loans and the proceeds and products thereof, which are or hereafter become located upon, derived from or used in connection with the Property and all replacements, accessions and additions thereto as described in the Deeds of Trust and other Loan Documents. Said security interest and the Lender's rights with respect thereto shall be governed by the terms of the Deeds of Trust and the Security Agreements, which for such purpose are incorporated herein by this reference, and shall be perfected by the filing by the Lender of an amendment to the existing Financing Statements, or at Lender's election, a new financing statement in which the Assuming Borrower is identified as a debtor.

6. Release of Lender. As part of the consideration for this Agreement, as of the Effective Date, the Original Borrowers, the Guarantors and the Assuming Borrower, for themselves, their estates, and their successors and assigns hereby release Lender, MetLife Bank, MLIC and their affiliates, subsidiaries, successors and assigns from any claims, demands, complaints, objections, causes of action, or liabilities asserted or otherwise claimed by or available to Borrower in any respect, including without limitation, those provided in the

Plan, Disclosure Statement, or in otherwise connection with the Bankruptcy Cases (the "**Released Claims**"), including, without limitation, any Released Claims related to (a) the enforceability of the make-whole payment provisions of the Loan Agreements, (b) the extent, validity, priority, perfection or value of Lender's interest in its collateral, (c) the fraudulent transfer of any interest in Lender's collateral, or (d) equitable subordination of Lender's claims in the Bankruptcy Cases.

7. Waiver. The Assuming Borrower does hereby waive the right, in the event of a default under or breach of any of the Loan Documents, to require Lender to proceed against the Original Borrowers or to pursue any other remedy in Lender's power.

8. Conditions to Closing. None of the Lender's consents or any of the modifications to the Loans or Loan Documents evidenced by this Agreement shall be effective unless each of the following conditions (the "**Closing Conditions**") is satisfied on or before the Effective Date, or such later date as the Lender may agree to in writing in its sole and absolute discretion:

(a) the confirmation of the Plan pursuant to the entry to the "Confirmation Order," the "Confirmation Order" has become a "Final Order," and the "Effective Date" of the Plan has occurred;

(b) each of the Original Borrowers, Assuming Borrower and Guarantors have executed and delivered to Lender this Agreement and the other documents required hereunder to which it is a party and Lender has executed this Agreement and all other documents required hereunder to which Lender is a party;

(d) the Lender's receipt of the Amended and Restated Note, the Modification of Deeds of Trust and the Modification of Assignments of Leases executed by the Assuming Borrower;

(e) the Lender's receipt of a satisfactory amendment to the existing Intercreditor Agreement between Rabo Agrifinance, Inc. and Lender dated as of January 6, 2012, fully executed by the parties thereto;

(f) the Lender's receipt of satisfactory assignments of milk proceeds, in a first priority position in an amount sufficient to satisfy the monthly payments due under the Amended and Restated Note, fully executed by the parties thereto;

(g) except as otherwise expressly contemplated pursuant to the Plan, there exists no Event of Default under any of the Loan Documents, nor does any fact or circumstance exist which will become such an Event of Default with the giving of notice or the expiration of any applicable cure period;

(h) the continuing accuracy and completeness of all of the information provided to the Lender regarding the Assumption by the Assuming Borrower, as and to the

extent provided herein and all documents, materials and representations made with respect to any of the foregoing;

(i) the Lender's receipt of UCC searches on the Assuming Borrower which reflect no existing financing statements that would encumber any interests of such entity in any of the Property except as approved by Lender in connection with the Plan;

(k) the Lender's receipt of a title insurance endorsement which insures the continued validity and first lien priority of the Deeds of Trust, as modified by the Modification of Deeds of Trust, as security for the Loans as herein modified and assumed as of the date and time this Agreement is recorded, showing fee simple title to all of the Property vested solely in the Assuming Borrower, and containing no additional special exceptions beyond those stated in the original title policies insuring the Deeds of Trust except for those rights and interests provided in the Plan;

(l) the Lender's receipt of evidence satisfactory to Lender, that all regulatory approvals, permits and licenses required under applicable law for Assuming Borrower's business operations have been issued and are in full force and effect;

(m) the Lender's receipt of evidence satisfactory to Lender, that all policies of insurance and endorsements required by Lender or under the Loan Documents are issued and are in full force and all premiums for those policies have been paid through the date required by Lender;

(n) the Lender's receipt of true and complete copies for the Assuming Borrower of (i) its operating agreement, (ii) a certificate issued by the Utah's Department of Commerce evidencing its current good standing, (iii) an incumbency certificate executed by its members certifying the identity of its current members, and (iv) a consent resolution authorizing the execution and delivery of this Agreement and any documents related hereto by a named individual and the Assuming Borrower's assumption and performance of the Loan Documents;

(o) the Lender's receipt of the organizational number, telephone and facsimile numbers, and the address for notices and the name of the primary contact individual for the Assuming Borrower;

(p) the Lender's receipt and approval of closing statements in a completed and executed Assuming Borrower's Certificate (the "**Certificate**") in the form executed by the Original Borrower for the Loan;

(q) the Original Borrower's and Assuming Borrower's transfer of assets and assumption of liabilities as provided in the Plan; and

(r) the satisfaction of such other conditions and requirements, the execution of such additional documents and the submission of such further information as may reasonably be required by Lender.

The Lender's consents in this Agreement, the amendments evidenced by the Amended and Restated Note and any other modifications to the Loans and Loan Documents evidenced hereby shall be deemed effective upon the Lender's release of a fully-executed copy of this Agreement; provided that such release shall not, however, constitute a waiver of any then-existing default, Event of Default or of any requirement to satisfy a Closing Condition that has not been met unless such waiver is evidenced by Lender's specific written agreement to that effect in each instance.

9. Modification of Loan Documents. From and after the Effective Date, each of the Loan Documents is hereby amended such that (a) all references to "Borrower" or "Debtor" shall be deemed to include reference to the Assuming Borrower, (b) all references to the "Note" shall mean the Amended and Restated Note, (c) all references to "Loan Documents" or "Collateral Documents" shall mean the Loan Documents as modified by the Amended and Restated Note, the Modification of Deeds of Trust and Modification of Assignments of Leases, and this Agreement and (d) any and all references to any individual Loan Document shall mean such Loan Document as modified by this Agreement.

10. Modification of Security Agreements. From and after the Effective Date, the Security Agreements are hereby modified as follows:

(a) Section 1.A. is hereby deleted and replaced with the following:

"A. all milk, dairy products and the proceeds thereof, and Secured Party shall also receive from Debtor assignments of the proceeds of the sale of Secured Party's milk and cream which is sufficient to cover the monthly payment due under the Amended and Restated Note, which assignments shall commence November 5, 2013. The provisions of this paragraph shall apply to any replacement milk contracts."

(b) Section 13 is amended to add the following: Bliss Dairy, LLC has its principal place of business at 1564 S. Milky Way Lane, Delta, Utah 84624 and an federal tax identification number at the Utah Secretary of State of 46-3977561.

11. Modification of Loan Agreements. From and after the Effective Date, the Loan Agreements are hereby modified as follows:

(a) Section 1.1 of the Loan Agreements shall be amended such that the Maturity Date shall be October 31, 2023.

(b) Section 1.3 of the Loan Agreements shall be amended such that the Deed of Trust shall mean the Deeds of Trust as modified by the Modification of Deeds of Trust.

(c) Section 1.3 of the Loan Agreements shall be amended such that the Assignment of Leases shall mean the Assignments of Leases as modified by the Modification of Assignments of Leases.

(d) Section 1.3 of the Loan Agreements shall be amended to add the following sentence at the end of said Section: "The Guaranty Agreement and the Unsecured Indemnity Agreement executed by the Borrower and the Guarantors are not secured by the Deed of Trust."

(e) Section 1.4(a) of the Loan Agreements shall be deleted in its entirety and the Interest Rate and Interest Rate Adjustment Date shall be as set forth in the Amended and Restated Note.

(f) The following Sections of the Loan Agreements shall be deleted in their entirety: Section 2.1 (Financial Statement), 2.2 (No Material Changes), Section 2.14 (Governmental Action), Section 3 (Conditions of the Loan), Section 8.2 (Total Indebtedness to Tangible Assets Ratio) and Section 8.3 (Working Capital). Section 1.04(b) of the 2012 Loan Agreement is also hereby deleted in its entirety.

(g) Section 2.3 of the Loan Agreements shall be deleted in its entirety and replaced with the following:

"2.3 Residency.

Bliss Dairy, LLC is a duly organized and validly existing limited liability company formed and in good standing under the laws of the State of Utah, has full power and authority to own the properties and assets and to carry on the business which it now owns and carries on and is lawfully entitled to enter into the transactions described in this Agreement. As of the date hereof, Borrower has no subsidiaries."

(h) Section 5.1 of the Loan Agreements (Financial Statements and Reports) shall be deleted in its entirety and replaced with the following:

"5.1 Financial Statements and Reports.

From and after the date hereof and so long as Lender (or a nominee designated by Lender) shall hold the Note, the Borrower will deliver to Lender:

(a) after receipt of Lender's election to receive such monthly reports, as soon as practicable after the end of each calendar month, and in any event within fifteen (15) days of the end of each calendar month, (i) copies of the final milk check or other evidence of payment for milk and milk products produced at the Facilities and sold by Borrower, applicable to each Facility from each buyer of such milk or milk products, (ii) reconciled bank statements for the immediately preceding month, (iii)

Borrower's monthly internally prepared financial statements (prepared in conformity with generally accepted accounting principles uniformly applied) including income statements, balance sheets, statements of cash flow and all notes related thereto and (iv) Borrower's budget (based upon the projections in the Reorganization Plan and/or the Disclosure Statement to actual comparison for each month).

(b) as soon as practicable after the end of each quarter in each fiscal year, and in any event within sixty (60) days after the end of each quarter in each fiscal year, the interim statements of earnings, equity and cash flows of Borrower for such period and for that part of the fiscal year ended with such period and the balance sheet for Borrower as at the end of such period, all in reasonable detail, prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of previous quarters (except as otherwise stated therein or in the notes thereto) reviewed by and accompanied by a report or other certification from independent certified public accountants, selected by Borrower and acceptable to Lender, stating that such financial statements present fairly the financial condition and results of operations and cash flows of the Borrower in accordance with generally accepted accounting principles consistently applied (except for changes with which such accountants concur) and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards.

(c) as soon as practicable after the end of each fiscal year, and in any event within sixty (60) days after the end of each fiscal year, the annual compiled financial statements and related statements of earnings, equity and cash flows of Borrower, as of the end of and for such year, including the notes thereto, setting forth in each case in comparative form the corresponding figures of the previous fiscal year, all in reasonable detail, prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of previous years (except as otherwise stated therein or in the notes thereto) reviewed by and accompanied by a report or other certification from independent certified public accountants, selected by Borrower and acceptable to Lender, stating that such financial statements present fairly the financial condition and results of operations and cash flows of the Borrower in accordance with generally accepted accounting principles consistently applied (except for changes with which such accountants concur) and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards.

(d) as soon as practicable, but not later than sixty (60) days after the due date thereof, copies of all tax returns, financial statements, proxy statements and reports as the Borrower shall send or make available generally to any governmental agency or agencies and regular periodic reports, if any, which it may file with any governmental agency or agencies;

(e) immediately upon the Borrower becoming aware of the existence of a condition, event or act which constitutes an Event of Default or an event of default under any other evidence of Indebtedness of the Borrower, or an event which, with notice or lapse of time or both, would constitute such an Event of Default, a written notice specifying the nature and period of existence thereof and what action the Borrower, as the case may be, is taking or proposes to take with respect thereto;

(f) promptly upon the Borrower becoming aware of the occurrence of any (i) "reportable event," as defined in Section 4043(b) of ERISA, or (ii) non-exempted "prohibited transaction," as defined in Sections 406 and 408 of ERISA and Section 4975 of the Internal Revenue Code of 1986, as amended in connection with any "employee pension benefit plan," as defined in Section 3 of ERISA, or any trust created thereunder, a written notice specifying the nature thereof, what action the Borrower is taking or proposes to take with respect thereto and, when known, any action taken by the Internal Revenue Service or the Pension Benefit Guaranty Corporation with respect thereto;

(g) promptly upon the Borrower becoming aware of the occurrence of (i) any surrender of assets of the Borrower in satisfaction of any Indebtedness, (ii) the termination or expiration of any lease of real property to which the Borrower is lessee or lessor, (iii) any nonuse of property by the Borrower for a period of more than one hundred eighty (180) days, or (iv) the commencement of any litigation, including any arbitration or mediation, and of any proceedings before any governmental agency which could materially and adversely affect the business, properties, prospects or financial condition of the Borrower as a whole (including any such action commenced by counterclaim), written notice specifying the nature thereof and what action the Borrower, as the case may be, is taking with respect thereto;

(h) self-prepared annual balance sheets of each Guarantor within sixty (60) days following each fiscal year-end, and copies of all income tax returns of each Guarantor not later than fifteen (15) days following the due date thereof, including extensions; and

(i) such other information as to the business and properties of the Borrower including consolidating financial statements of the Borrower and financial statements and other reports filed with any governmental department, bureau, commission or agency, as you may from time to time reasonably request."

(i) Section 6.1(b) of the Loan Agreements shall be deleted in its entirety and the monthly payments shall be as provided in the Amended and Restated Note. In the event of any conflict between the terms of the Amended and Restated Note and the Loan Agreements, as amended hereby, the Amended and Restated Note shall control.

(j) The last paragraph of Section 6.2 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"The term "Change of Control Date" shall mean the date on which any Person or group of related Persons (i) acquires 49% or more of the beneficial ownership or membership interests, directly or indirectly, in any entity constituting Borrower, (ii) acquires directly or indirectly, or controls, all or substantially all of the assets constituting the Facility, or (iii) acquire beneficial ownership directly or indirectly, or control of 49% or more of any entity into which the Facility has been transferred. Notwithstanding the foregoing, in the absence of an event of default, transfers of interests in any entity constituting Borrower to any other current member of such entity shall be permitted upon the satisfaction of the following conditions: (i) such transfer shall comply with all applicable state and federal laws; (ii) Borrower shall provide at least forty-five (45) days' prior written notice (except in the case of a death of a member of Borrower, in which case Lender shall be notified promptly); (iii) Borrower shall provide Lender with all such information regarding the transferees as Lender shall deem necessary to confirm compliance with the OFAC representations required by Lender at the time of such transfer request; and (iv) following such transfer all other covenants and representations set forth in this Agreement and the Collateral Documents shall remain satisfied."

(k) Section 7.4 of the Loan Agreements ([Intentionally Omitted]) shall be deleted in its entirety and replaced with the following:

"7.4 Compliance with Joint Chapter 11 Plan.

The Borrower will strictly comply with the requirements of and all of terms and conditions contained in that certain Joint Chapter 11 Plan dated October 31___, 2013, Docket No. _____Case No. 13-20770 (the "Reorganization Plan").

(l) The following provisions shall be added after Section 7.6 of the Loan Agreements:

"7.7 Continued Operations. Borrower shall continue, in at least substantially the same manner and degree as present, Borrower's dairy operations at the Facilities. Borrower acknowledges that such continued operations constitute a significant inducement to Lender to make the Loan.

7.8 Notice of Change of Status. Borrower agrees that it shall promptly notify Lender of the following:

(a) if any assets of Borrower are surrendered in satisfaction of a debt or obligation; or

(b) upon the commencement of any litigation, including any arbitration or mediation, and of any proceedings before any governmental agency which could

materially and adversely affect any or all of the Facilities, the Borrower, the Guarantors or Lender.

7.9 Maintenance of Contracts, Water Rights and other Agreements. Borrower shall pay, prior to delinquency, any payments, assessments, charges or fees due in connection with any water rights, rental agreements, easement agreements, use contracts or any other similar agreement in order to ensure the continuing validity and availability of Borrower's existing water rights (as referenced in the Deed of Trust)."

(m) Section 8.1 of the Loan Agreements (Fixed Charge Coverage Ratio) shall be deleted and replaced with the following:

"8.1 Financial Covenants.

The Borrower shall maintain Collateral value of at least:

(a) 107.8% of the then-outstanding balance of the Note as of the end of the corresponding reporting period, applicable to the one-year period after the Closing;

(b) 110% of the then-outstanding balance of the Note as of the end of the corresponding reporting period, applicable beginning one-year after the Closing until all sums due in connection with the Loan are paid in full."

(n) Section 8.8(b) of the Loan Agreements (Encumbrances On and Transfers of the Collateral) shall be revised to replace the reference to the amount of "One Hundred Thousand Dollars ($100,000)" with the amount of "Fifty Thousand Dollars ($50,000)".

(o) The following shall be added as a new Section 8.9 of the Loan Agreements:

"8.9 Single Purpose Entity. So long as any portion of the Loan remains outstanding, Borrower shall be and remain a single purpose entity, and Borrower shall not:

(a) engage in any business other than owning, operating, managing, leasing and maintaining the Facilities and engaging in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Utah that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes;

(b) acquire or own a material asset other than the Facilities and incidental personal property;

(c) commingle its funds or assets with the funds or assets of any other Person;

(d) fail to hold itself out to the public as a legal entity separate and apart from any other entity;

(e) fail to conduct business solely in its name or fail to maintain records, accounts, or bank accounts separate from any other person or entity;

(f) file or consent to the filing of a petition pursuant to applicable bankruptcy, insolvency, liquidation or reorganization statutes, or make any assignment for the benefit of its creditors, without the unanimous consent of Borrower's members;

(g) incur additional Indebtedness (other than indebtedness in favor of Lender) except for trade payables in the ordinary course of business of owning and operating the Facilities, provided that all such trade payables must be paid within thirty (30) days following the date on which each such amount is due and payable;

(h) dissolve, liquidate, consolidate, merge, or sell all or substantially all of its assets, except as permitted by the Collateral Documents; or

(i) modify, amend or revise its organizational documents, except as required by changes in applicable law becoming effective after the date hereof.

To the extent the same do not violate any of the above restrictions, Borrower shall comply with any additional restrictions in its operating agreement relating to its status as a single purpose entity."

(p) Section 9 (Definitions) shall be amended to mean the following:

"Default Rate" or "Overdue Interest Rate" shall mean, the Interest Rate payable under the Note plus seven percent (7%) per annum; provided, however, that the Overdue Interest Rate shall not exceed the maximum rate allowed by applicable law.

"Lender" shall mean MLIC Asset Holdings, LLC, a Delaware limited liability company.

"Permitted Encumbrances" shall include those Liens in favor of holders of secured claims as provided in the Plan. **[SUBJECT TO LENDER APPROVAL AND CONFIRMATION]**

"Reorganization Plan" shall have the meaning specified in Section 7.4.

(q) Section 10.1(a), (b), (c) , (f) and (g) of the Loan Agreements shall be deleted in their entirety and amended to read as follows:

"(a) default in the payment of any interest upon the Note when such interest becomes due and payable and such default shall not have been cured on or before the expiration of five (5) days from the due date thereof; or

(b) default in the payment of principal of (or Prepayment Premium, if any, on) the Note when and as the same shall become due and payable, whether at maturity or at a date fixed for principal payment or prepayment (including, without limitation, a principal payment or prepayment as provided in Section 6.1 or Section 6.2), or by acceleration or otherwise and such default shall not have been cured on or before the expiration of five (5) days from the due date thereof; or

(c) default in the performance or observance of any other covenant, agreement or condition contained herein, or in the Note, Deed of Trust, Assignment of Leases, Milk Assignment, Security Agreement, or Guaranty Agreement, and such non-monetary default shall not have been cured within ten (10) days after Lender has provided written notice thereof (if the default is of a nature such that it cannot be cured in such 10-day period, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed thirty (30) days (and no notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Lender has already sent a notice of default to Borrower concerning default the performance of the same obligation); or

(f) the Borrower shall file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or an answer consenting to, admitting the material allegations of or otherwise not controverting, or shall fail to timely controvert, a petition filed against the Borrower seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or the Borrower shall file such a petition or answer with respect to relief under the provisions of any other now existing or future bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of entities or an arrangement, composition, extension or adjustment with creditors; or

(g) a court of competent jurisdiction shall enter an order for relief which is not stayed within 60 days from the date of entry thereof against the Borrower under Title 11 of the United States Code, as now constituted or hereafter amended; or there shall be entered an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed within 60 days from the date of entry thereof adjudging the Borrower bankrupt or insolvent, or ordering relief against the Borrower, or approving as properly filed a petition seeking relief against the Borrower, under the provisions of any other now existing or future bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of entities or an arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, sequestrator, trustee, custodian

or similar official of the Borrower or of any substantial part of its property, or ordering the reorganization, winding-up or liquidation of its affairs; or any involuntary petition against the Borrower seeking any of the relief specified in this clause shall not be dismissed within 60 days of its filing; or"

(s) The following shall be added immediately following Section 10(k) as additional Events of Default:

"(j) a default by Borrower in the payment of any amount owed to, or in the performance of any obligation owed to, Rabo Agrifinance, Inc., a Delaware corporation ("Rabo"), under any promissory note, loan agreement, or other agreement or instrument, including, without limitation, strict compliance with the financial covenants and reports requirements in connection therewith;

(l) a default under the Reorganization Plan or any modification of Lender's treatment under the Reorganization Plan (except to the extent Lender has approved such modification in writing, which approval may be withheld in Lender's sole discretion);

(m) Borrower's failure to pay to pay any amount payable under the Plan when due to Rabo, Lender or Western Ag Credit in the manner prescribed for such payment under the Plan;

(n) Borrower's failure to pay any post-petition debt or post-confirmation debt that would give rise to a post-confirmation Lien having a priority superior to the Lien of the Collateral Documents, such as a federal tax lien on newly-acquired property, as and when the same is due in the ordinary course of business; and

(o) Borrower's failure to satisfy the financial covenant requirements set forth in Section 8.1 hereof."

(t) Section 10.01. The following shall be added at the end of Section 10.01: "In the event that Borrower defaults under Section 10.1(f) or 10(g) above regarding bankruptcy, Borrower hereby agrees that it will not oppose any motion filed by Lender to obtain relief from the automatic stay or such similar relief as Lender may elect."

(u) Section 11.2 shall be deleted in its entirety.

12. No Prohibited Transactions. The Assuming Borrower represents to the Lender that (a) the Assuming Borrower is not an "employee benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), that is subject to Title I of ERISA, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or an entity that is deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101 of any such employee benefit plan, or (b) the entering into of the Loan Documents, the acceptance of the Loan by the Assuming Borrower and the

existence of the Loan will not result in a non-exempt prohibited transaction under §406 of ERISA or Section 4975 of the Code. The Assuming Borrower further warrants and covenants that the foregoing representation will remain true during the term of the Loan.

13. Notice Addresses. From and after the Effective Date, the notice addresses for the parties shall be as listed below and the Notes, Deeds of Trust, Assignments of Leases and other Loan Documents are amended accordingly:

Assuming Borrower: Bliss Dairy, LLC
c/o Timothy S. Bliss
1240 South Milky Way Lane
P.O. Box 848
Delta, Utah 84624

Guarantors: Timothy S. and Loreen Bliss
173 North 300 West
Delta UT 84624

Robert E. and Judith K. Bliss
818 Bristlecone Lane
Delta, UT 84624

Michael R. and Stephanie Bliss
PO Box 33
Delta, UT 84624

Justin H. and Darla Bliss
1385 East 1100 North
Delta, UT 84624

Lender: MLIC Asset Holdings LLC
c/o Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210-2101

14. Integration. All rights, remedies, powers and interest provided for Lender herein are in addition to the rights, remedies, powers and interests provided for Lender in the Loan Documents, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent that any term or provision hereof is inconsistent with any term or provision of the Loan Documents, the term or provision of this Agreement shall prevail.

15. Entire Agreement; Amendments. This Agreement and the other Loan Documents, the Plan and Confirmation Order contain the entire agreement between the Original Borrowers, the Guarantors, the Assuming Borrower and the Lender with respect to the Loan Documents, and all prior negotiations, commitments, understandings and agreements are superseded by this Agreement and the Loan Documents except for the Plan. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement, any Loan Document, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Lender. Except as expressly modified herein, the Loan Documents shall remain unmodified and in full force and affect and Assuming Borrower and each Guarantor hereby reaffirms for the benefit of Lender each and every term, provision, representation and warranty (as of the date thereof) of the Loan Documents as modified by this Agreement.

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

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Property is located.

18. Consent Limited; No Waiver. The Lender's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by the Lender in writing, including any conditions to or fees which may be imposed for any future transfer or conveyance of the Property or any interest in the Assuming Borrower.

19. Office of Foreign Asset Control. Assuming Borrower represents and warrants that neither the Assuming Borrower nor any of its respective Affiliates is a Prohibited Person, and Assuming Borrower and all of its respective Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury. At all times throughout the term of the Loan, Assuming Borrower and all of its respective Affiliates shall: (i) not be a Prohibited Person (defined below); and (ii) be in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury.

The term "**Prohibited Person**" shall mean any person or entity:

(a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**");

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive order.

(c) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac, or at any replacement website or other replacement official publication of such list; or

(f) who is an Affiliate of or affiliated with a person or entity listed above; or

(g) who is a "disregarded entity" as defined in IRS Regulation 1.1445-2(b)(2)(iii).

The term "**Affiliate**," as used in this provision, shall mean as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity or is a director or officer of such person or entity or of an Affiliate of such person or entity. As used herein, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

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

ORIGINAL BORROWERS:

HIGHLINE DAIRY, LLC,
a Utah limited liability company

By:_____
Robert E. Bliss, Member

REVOLUTION DAIRY, LLC,
a Utah limited liability company

By:_____
Robert E. Bliss, Member

_____
Robert E. Bliss

_____
Judith K. Bliss

ASSUMING BORROWERS:

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, Manager

(signatures continue on next page)

GUARANTORS:

_____
ROBERT E. BLISS

_____
JUDITH K. BLISS

_____
TIMOTHY S. BLISS

_____
LOREEN BLISS

_____
JUSTIN H. BLISS

_____
DARLA A. BLISS

_____
MICHAEL R. BLISS

_____
STEPHANIE BLISS

(signatures continue on next page)

LENDER:

MLIC ASSET HOLDINGS, LLC, a Delaware limited liability company

By:_____
Name: _____
Its: _____

EXHIBIT D

$1,325,604.00 October 31, 2013
Salt Lake City, Utah

PROMISSORY NOTE

Pursuant to § 6.4 of the Joint Chapter 11 Plan, Dated October 10, 2013, (the "***Plan***") filed in Bankruptcy Case Nos. 13-20770 (*In re: Revolution Dairy, LLC*), 13-20771 (*In re: Highline Dairy, LLC*), and 13-20772 (*In re: Robert and Judith Bliss, dba Bliss Dairy*), in the U.S. Bankruptcy Court for the District of Utah, the undersigned, Bliss Dairy, LLC, a Utah limited liability company ("***Maker***"), whose address is 1564 South Milky Way Lane, Delta Utah, 84624 promises to pay to the order of Delta Cache, LLC, a Utah limited liability company, or to any subsequent holders hereof (such parties being collectively referred to herein as "***Holder***"), at P.O. Box 387, Ogden, Utah 94402, or at such other place as Holder may designate from time to time in writing, in lawful money of the United States of America, the principal amount of $1,325,604.00, together with interest at the rate set forth below from the date hereof until paid, according to the terms and conditions that are set forth in this promissory note (the "***Note***").

1. **Payments**. Maker shall pay Holder monthly payments of principal and interest in the amount of $81,786.86 for the first five months and $10,464.11 per month thereafter. The first monthly payment is due and payable on the date of this Note, and subsequent payments shall be due on the last day of each and every calendar month that follows until the Maturity Date.

2. **Interest**. Interest shall accrue on the unpaid principal balance of this Note at the rate of 3.5% per annum, unless there is a default, at which time the interest on this Note shall increase to the rate set forth below.

3. **Maturity**. The entire unpaid balance of this Note is due no later than October 31, 2020 (the "***Maturity Date***"). Further, the entire unpaid balance of this Note shall become due and payable immediately upon the occurrence of an event of default as described below.

4. **Prepayments**. Maker may pay the outstanding principal balance of this Note at any time before the Maturity Date, in whole or in part, without premium or penalty.

5. **Application of Payments**. All payments and prepayments that are made under this Note shall be applied first toward the payment and satisfaction of any costs of enforcement incurred by Holder in connection with this Note, second to accrued but unpaid interest, and third toward reduction of the principal balance.

6. **Modification of Pre-Existing Obligations.** Under the Plan, this Note modifies and supersedes all other pre-existing debt obligations of Revolution Dairy, LLC; Highline Dairy, LLC; and Robert E. and Judith Kay Bliss, dba Bliss Dairy (evidenced by notes, loan agreements, or otherwise) to Holder.

7. **Security**. Maker's obligations under this Note shall be secured by the existing security interests of Holder in property of the Debtors that is transferred to Maker under the Plan. Maker shall execute a separate agreement providing for assumption of these security interests.

8. **Reporting**. Under the Plan, Maker has executed a note and other loan documents in favor of Rabo Agrifinance, Inc. ("**Rabo**"). Under these documents, Maker is required to provide extensive periodic reporting to Rabo as outlined in Exhibit A attached hereto. Maker agrees to provide Holder with contemporaneous copies of all reports given to Rabo during the term of this Note.

9. **Payment Default**. Maker shall be in default under this Note if Maker fails to make any payment under this Note when due and the breach is not cured within 15 calendar days after Holder notifies Maker of the breach.

10. **Non-Payment Default**. Maker shall be in default under this Note if Maker defaults (and fails to cure) on any senior secured obligation including Maker's obligations to Rabo under the previously-described note.

11. **Notice of Breach.** Holder will provide written notice of any payment default to Maker. Notice of default will be emailed to Timothy L. Bliss at tlbliss@yahoo.com or such other email account designated by Maker in writing. Holder will send additional copies of the notice of default to Maker for delivery by overnight courier service to the addresses designated above; provided, that the cure periods outlined below shall begin to run from the date that Holder has emailed the notice of default to Maker's email account. Notice of default may, at the sole election of the Holder, be accomplished by US Postal Service priority mail, overnight mail with a commercial carrier, or any form of prepaid certified mail, return receipt requested, offered at the time by the US Postal Service.

12. **Effect of Default.** Upon the occurrence of a default: (a) the entire unpaid amount of this Note shall be immediately due and payable; (b) from the date of default until the Note is paid in full, the interest rate stated above shall increase by 3.0% per annum, resulting in a default interest rate of 6.5% per annum; and (c) Maker shall pay all costs and expenses that are incurred by Holder (including, but not limited to, reasonable attorney's fees) incurred to collect this Note, whether the costs and expenses are incurred with or without suit, before or after judgment, on appeal or in any bankruptcy or insolvency proceeding.

13. **Waiver**. Holder may accept late payments or partial payments under this Note, and may delay enforcing any of Holder's rights under this Note, without losing or waiving any of Holder's rights to subsequently enforce this Note in accordance with its terms.

14. **Liability of Maker under Note**. Maker: (a) waives presentment for payment, protest, demand and notice of dishonor and nonpayment of this Note and all other requirements necessary to hold it liable under this Note; and (b) consents to any and all extensions of time, renewals, waivers or modifications that may be granted by Holder, on one or more occasions, with respect to the payment or other provisions of this Note.

15. **Interpretation and Enforcement**. The provisions of this Note: (a) shall be interpreted and governed in accordance with the local laws of the State of Utah; (b) may, at Holder's election, be enforced in any state or federal court in Salt Lake County, Utah, to which venue Maker consents; and (c) shall be deemed to be independent and severable. The invalidity or partial invalidity of any one provision or portion of this Note shall not affect the validity or enforceability of any other provision of this Note. Time is the essence of this Note.

16. **Successors and Assigns**. This Note is enforceable and binding against any of Maker's successors and assigns.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, manager

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EXHIBIT A

All of the following reports will be prepared and Submitted to Rabo solely at the expense of Bliss LLC.

- Weekly/Monthly Reports. The following Reports will be submitted on a weekly basis for the first year after the Effective Date of the Debtors' Plan, then on a monthly basis thereafter until Rabo is paid in full:

    - Asset Position Report ("APR") – This Report will have a format similar to the prior Borrowing Base Report. The APR will list the following Collateral categories for Bliss LLC on each report using the following valuation methods: (1) Cash/Receivables (Milk Receivables and Receivables for Cull Sales): 100% of actual amounts; (2) (a) Livestock – Milking & Dry Cows: $1,350.00 per cow; (b) Livestock – Springing Heifers: $1,460.00 per cow; (c) Livestock – Bulls - $1,350.00 per cow; and (d) Livestock – Replacement Heifers: incremental as per the historical borrowing base; (3) Feed, Grain, & Misc. Inventory: 100% of actual cost; (4) Prepaid Expenses: 100% of actual expense; (5) Growing Crop Input Costs: 60% of actual expenses; provided, however, that Bliss LLC shall receive no credit if it fails to timely pay any lease payment on leased property on which Bliss LLC is growing crops and claiming Collateral credit for Growing Crop Input Costs; (6) Advance Feed Contracts: 60% of actual expenses; and (7) Equipment: For existing equipment, the APR value will be the liquidation value listed in Rob Olson's appraisal report, less depreciation of 7% per year, with the depreciation to begin on September 1, 2014. For new equipment, the APR value will be the cost of the equipment, less straight line depreciation over 72 months from the date of the acquisition of the new equipment. The Equipment shall include all of the Debtors' titled vehicles (other than the vehicles that Robert Edward and Judith Bliss have purchased for his personal use, as more fully outlined in this Term Sheet) and all equipment on the Rob Olson appraisal report that might be considered fixtures, but shall not include any of the equipment on the Rob Olson list that is financed by another party or leased by Bliss LLC, unless Bliss LLC first pays off the financing or exercises any purchase option for the leased equipment and acquires such equipment free of the claims of the lessor. Rabo's junior lien on the Debtors' real estate will not be included in the APR or in any covenants or calculations based upon the APR.
    - Accounts Payable Report – no change from existing report.
    - Production and inventory report – no change from existing report
    - Cash Flow report – no change from existing report.
    - DHI Plus herd data file or information from any other herd record keeping system or software program to verify herd composition.

- Monthly Reports. The following monthly reports are due to Rabo within 15 days after month end:

- Copies of the final milk check for each dairy from each milk buyer (provided, that if Bliss LLC has not received the final milk check within 15 days after month end, then the delivery deadline for the final milk check will be five days after Bliss LLC receives such final milk check).
- Bliss LLC reconciled bank statements for prior month.
- Bliss LLC monthly internally prepared financial statements prepared according to GAAP, including:
- Income Statement
- Balance Sheet
- Statement of Cash Flow
- All notes to the financial statement
- Bliss LLC QuickBooks data file and spreadsheets in native format.
- Budget (based upon the Debtors' projections in the Plan and/or the Disclosure Statement) to actual comparison for each month.

- Quarterly Reports. The following quarterly reports are due to Rabo at the end of each fiscal quarter:

  - Quarterly personal balance sheets from Robert Edward Bliss, Judith Kay Bliss, Michael R. Bliss, Timothy S. Bliss, and Justin H. Bliss (collectively the "Guarantors", and individually a "Guarantor"), each certified in writing by the individual Guarantor as true, accurate and complete.
  - CPA Reviewed financial statements for Bliss LLC, due 60 days after each fiscal quarter end.

- Annual Reports. The following annual reports are due to Rabo each year:

  - CPA Reviewed financial statement for Bliss LLC for the prior fiscal year, due 60 days after fiscal year end.
  - Federal and State Income Tax returns filed by Robert Edward Bliss and Judith Kay Bliss, Michael R. Bliss, Timothy S. Bliss, and Justin H. Bliss, to be submitted not later than 15 days after filing, but in any event no later than May 1 of the year following each tax year.

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (the "Guaranty") is made and entered into effective the _____ day of October, 2013, by and between ROBERT EDWARD BLISS, an individual, whose address is _____, TIMOTHY S. BLISS, an individual, whose address is _____, and JUSTIN H. BLISS, an individual, whose address is _____ (individually and/or collectively, "Guarantors"), in favor of Delta Cache, LLC ("Delta Cache").

RECITALS:

A. Delta Cache has extended credit to Bliss Dairy, LLC and/or Highline Dairy, LLC and/or Revolution Dairy, LLC and/or any other agricultural or dairy business or operation owned, managed or operated from time to time by Guarantors or any of them (collectively and/ or individually hereinafter "Bliss Dairies").

B. On January 27, 2013, the Bliss Dairies commenced chapter 11 cases in the United States Bankruptcy Court for the District of Utah by filing voluntary petitions. The Debtors filed a Joint Chapter 11 Plan, dated October 10, 2013, which was confirmed by order of the Court on October __, 2013, and which has an effective date of October 31, 2013 (the "Plan"). Under the Plan, all assets of the Bliss Dairies and all dairy-related assets of the Blisses will be transferred to Bliss Dairy, LLC ("Bliss Dairy").

C. Under the Plan, Bliss Dairy has agreed to assume certain obligations to Delta Cache. The Delta Cache obligations assumed by Bliss Dairy are evidenced by a Promissory Note dated October 31, 2013, between Bliss Dairy as Maker and Delta Cache as Holder (the "Note"), which Note is payable by Bliss Dairy.

D. Guarantors are interested in the success of Bliss Dairy, and each of the Guarantors has agreed to personally guaranty the Note of Bliss Dairy which is owed to Delta Cache.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors each agree as follows:

1. Guaranty. Guarantors, and each of them individually, hereby unconditionally and irrevocably guarantee the repayment of the Note by Bliss Dairy to Delta Cache.

2. Guaranty Absolute. The liability of each of the Guarantors hereunder shall be absolute and unconditional and shall not be affected by:

(a) Any lack of validity or enforceability of any agreements between Bliss Dairy and Delta Cache; any change in the time, manner or place of payment of or in any other

term of such agreements or the failure on the part of Bliss Dairy to carry out any of the obligations under such agreements;

(b) Any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(c) The bankruptcy, winding-up, liquidation, dissolution or insolvency of Bliss Dairy or Delta Cache;

(d) Any lack or limitation of power, incapacity or disability on the part of Bliss Dairy or agents thereof or any other irregularity, defect or informality on the part of Bliss Dairy in its obligations to Delta Cache; or

(e) Any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, Bliss Dairy in respect of any or all of the obligations arising under the Note.

(f) Release of any other guarantor of the Note.

3. No Release or Discharge. The liability of Guarantors hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by Delta Cache in connection with any duties or liabilities of Bliss Dairy to Delta Cache or any security therefor, including any loss of or in respect of any security received by Delta Cache from Bliss Dairy or others. Delta Cache, without releasing, discharging, limiting or otherwise affecting in whole or in part Guarantors' liability hereunder, may:

(a) Grant time, renewals, extensions, indulgences, releases and discharges to Bliss Dairy or to any other Guarantor or to any of the Guarantors;

(b) Take or abstain from taking securities or collateral from Bliss Dairy or from perfecting securities or collateral of Bliss Dairy;

(c) Accept compromises from Bliss Dairy; or

(d) Otherwise deal with Bliss Dairy and all other persons as Delta Cache may see fit.

4. **No Exhaustion of Remedies**. Delta Cache shall not be bound or obligated to exhaust its recourse against Bliss Dairy or other persons or any collateral, including real property, it may hold or take any other action (other than to make demand pursuant to Section 7 below) before being entitled to demand payment from Guarantors, or any of them, hereunder. A material consideration for Delta Cache agreeing to the Note is that Delta Cache can proceed to collect the Note from Guarantors, or any of them, without having to foreclose or otherwise proceed against Bliss Dairies or other collateral before doing so.

5. **No Set-Off**. Guarantors shall not claim any set-off or counterclaim against Bliss Dairy in respect of any liability of Bliss Dairy to Guarantors.

6. **Continuing Guaranty**. This Guaranty shall be a continuing guaranty, is irrevocable, and shall be binding as a continuing obligation of Guarantors. This Guaranty shall continue to be effective even if at any time any payment of the Note is rendered unenforceable or is rescinded or must otherwise be returned by Delta Cache upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of Bliss Dairy or otherwise, all as though such payment had not been made.

7. Demand for Payment. Guarantors shall make payment of the Note to Delta Cache forthwith after demand therefor is made by Delta Cache. Delta Cache shall be entitled to make demand upon Guarantors, or any of them, at any time upon a default in payment of any amount owing by Bliss Dairy to Delta Cache or other default; and upon such default, Delta Cache may treat the Note as due and payable and may forthwith collect from Guarantors the total amount guarantied hereunder.

8. **Subordination by Guarantor**. Guarantors hereby agree that any indebtedness of Bliss Dairy to Guarantors, or any of them, whether now existing or hereafter created, shall be and is hereby subordinated to the Note of Bliss Dairy in favor of Delta Cache. At any time during which a default under the Note shall exist, Guarantors shall not accept or seek to receive any amounts from Bliss Dairy on account of any indebtedness of Bliss Dairy to Guarantors, or any of them—except for earned wages of a Guarantor owed by Bliss Dairy.

8. **Waivers by Guarantor**. Guarantors each hereby waive (a) presentment, protest and notice of protest, notice of acceptance of this Guaranty, and diligence in collection; (b) any right to require Delta Cache to proceed against, give notice to, or make demand upon Bliss Dairy; (c) any right to require Delta Cache to proceed against or exhaust any collateral or to proceed against or exhaust any collateral in any particular order; (d) any right to require Delta Cache to pursue any remedy of Delta Cache; (e) any right to direct the application of any collateral held by Delta Cache; (f) any right of subrogation, any right to enforce any remedy which Delta Cache may have against Bliss Dairy, any right to participate in any collateral now or hereafter held by Delta Cache and any right to reimbursement from Bliss Dairy for amounts paid to Delta Cache by Guarantors until the Note has been fully paid and satisfied; (g) benefits, if any, of Guarantors under any anti-deficiency statutes or single-action legislation; (h) any defense arising out of any disability or other defense of Bliss Dairy, including bankruptcy, dissolution, liquidation, cessation, impairment, modification, or limitation, from any cause, of any liability of Bliss Dairy, or of any remedy for the enforcement of such liability; (i) any right to plead or assert any election of remedies by Delta Cache; (j) any right to require Delta Cache to proceed against any other Guarantor or any of the other Guarantors; and (k) any other defenses available to a surety under applicable law.

9. **Benefit of the Guaranty**. This Guaranty shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of Guarantors and Delta Cache.

10. **Entire Agreement**. This Guaranty constitutes the entire agreement between Delta Cache and Guarantors with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guaranty.

11. **No Waiver, Remedies**. No failure on the part of Delta Cache to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

12. **Severability**. If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

13. **Assignment**. The rights of Delta Cache under this Guaranty may be assigned by Delta Cache without the prior consent of Guarantors, or any of them, or Bliss Dairy. Guarantors may not assign Guarantors' obligations under this Guaranty.

14. **Governing Law**. This Guaranty shall be governed by and construed in accordance with the laws of the State of Utah and the laws of the United States of America applicable thereto.

DATED this _____ day of October, 2013.

GUARANTORS:

_____

Robert Edward Bliss
Address: _____
_____

_____

Judith Kay Bliss
Address: _____
_____

_____

Michael R. Bliss
Address: _____
_____

_____

Timothy S. Bliss
Address: _____
_____

_____

Justin H. Bliss
Address: _____
_____

ACCEPTED AND AGREED TO this _____ day of October, 2013

BLISS DAIRY:

By: _____
Timothy S. Bliss, Manager

ACCEPTED AND AGREED TO this _____ day of October, 2013

Delta Cache:

By: _____
Rod Curtis, Manager

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ASSUMPTION AGREEMENT

This Agreement, dated October 31, 2013, is between Bliss Dairy, LLC ("**Bliss LLC**"), a Utah limited liability company whose address is 1564 South Milky Way Lane, Delta Utah 84624, and Delta Cache, LLC ("**Delta**"), a Utah limited liability company.

Recitals

A. On January 27, 2013, Revolution Dairy, LLC ("**Revolution**"), Highline Dairy, LLC ("**Highline**"), and Robert and Judith Bliss (the "**Blisses**") (together, the "**Debtors**") commenced chapter 11 cases in the United States Bankruptcy Court for the District of Utah by filing voluntary petitions.

B. The Debtors filed a Joint Chapter 11 Plan, dated October 10, 2013 (the "**Plan**"), which was confirmed by order of the Court on October __, 2013, and which has an effective date of October 31, 2013 (the "**Effective Date**").

C. Under the Plan, all assets of Revolution and Highline and all dairy-related assets of the Blisses will be transferred to Bliss LLC on, or as soon as practicable after, the Effective Date. Bliss LLC, in turn, has agreed to, and will, assume the obligation to pay all debts of Revolution and Highline and all dairy-related debts of the Blisses as modified under the Plan.

D. The modified obligations for holders of secured claims under the Plan are evidenced by new notes executed by Bliss LLC on the Effective Date. Moreover, under the Plan, the liens securing such claims are retained with respect to the collateral securing such claims.

E. Delta is the holder of secured claims identified in the Plan, and Bliss LLC has executed a promissory note (the "**Note**") in favor of Delta (as of the Effective Date) evidencing the modified payment obligations provided for under the Plan.

F. The Debtors' original obligations to Delta were secured by security interests arising from security agreements executed by the Debtors as part of various Terms & Conditions of Open Account, which Delta perfected by filing financing statements with the Utah Department of Commerce (the "**Existing Security Agreements**").

G. The parties agree that, under the Plan, Delta's security interests continue in the collateral described in the Existing Security Agreements notwithstanding the transfer of such collateral to Bliss LLC under the Plan. Nevertheless, to remove any question as to the future and continued validity and priority of Delta's security interests, Delta has requested, and Bliss LLC has consented to provide, a written statement of its agreement

to be bound by the Existing Security Agreements for purposes of securing the modified payment obligations evidenced by the Note.

Agreement

WHEREFORE, in consideration of the foregoing, Bliss LLC agrees as follows:

1. To secure the modified obligations of the Debtors under the Plan, which have been assumed by Bliss LLC and which are further evidenced by the Note, Bliss LLC agrees to become bound as a new debtor under the Existing Security Agreements.

2. Delta shall retain all security interests under its Existing Security Agreements as to property of the Debtors transferred to Bliss LLC and as to property later acquired by Bliss LLC to the extent described in Delta's Existing Security Agreements.

3. Bliss LLC authorizes Delta to file amendments to any financing statement to add Bliss LLC as a new debtor.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, manager

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EXHIBIT E

$2,224,886.00 October 31, 2013
Salt Lake City, Utah

PROMISSORY NOTE

Pursuant to ¶ 6.5 of the Joint Chapter 11 Plan, Dated October 10, 2013, (the "***Plan***") filed in Bankruptcy Case Nos. 13-20770 (*In re: Revolution Dairy, LLC*), 13-20771 (*In re: Highline Dairy, LLC*), and 13-20772 (*In re: Robert and Judith Bliss, dba Bliss Dairy*), in the U.S. Bankruptcy Court for the District of Utah, the undersigned, Bliss Dairy, LLC, a Utah limited liability company ("***Maker***"), whose address is 1564 South Milky Way Lane, Delta Utah, 84624 promises to pay to the order of Intermountain Farmers Association, a Utah corporation, or to any subsequent holders hereof (such parties being collectively referred to herein as "***Holder***"), at: Attn: Craig Sellers, Vice President Finance, 1146 West 2100 South, Salt Lake City, Utah 84130, or at such other place as Holder may designate from time to time in writing, in lawful money of the United States of America, the principal amount of $2,224,886.00, together with interest at the rate set forth below from the date hereof until paid in full, according to the terms and conditions that are set forth in this promissory note (the "***Note***").

1. **Payments**. Maker shall pay Holder monthly payments of principal and interest in the amount of $25,000.00. The first such monthly payment is due and payable on the date of this Note, and subsequent payments shall be due on the last day of each and every consecutive calendar month thereafter until the Maturity Date.

2. **Interest**. Interest shall accrue on the unpaid principal balance of this Note at the rate of 4.0% per annum, unless there is a default, at which time the interest on this Note shall increase to the rate set forth below.

3. **Maturity**. The entire unpaid balance of this Note is due no later than October 31, 2020 (the "***Maturity Date***"). Further, the entire unpaid balance of this Note shall become due and payable immediately upon the occurrence of an event of default as described below which is not timely cured.

4. **Prepayments**. Maker may pay the outstanding principal balance of this Note at any time before the Maturity Date, in whole or in part, without premium or penalty.

5. **Application of Payments**. All payments and prepayments that are made under this Note shall be applied first toward the payment and satisfaction of any costs of enforcement incurred by Holder in connection with this Note, second to accrued but unpaid interest, and third toward reduction of the principal balance.

6. **Modification of Pre-Existing Obligations.** Under the Plan, this Note modifies and supersedes all other pre-existing debt obligations of Revolution Dairy, LLC; Highline Dairy, LLC; and Robert E. and Judith Kay Bliss, dba Bliss Dairy (collectively the "**Debtors**")(evidenced by notes, loan agreements, or otherwise) to Holder including those evidenced by an October 17. 2012 Promissory Note executed by Debtors in favor of Holder.

7. **Security**. Maker's obligations under this Note shall be secured by the existing security interests of Holder in property of the Debtors that is transferred to Maker under the Plan. Maker shall execute a separate Assumption Agreement providing for assumption of these security interests.

8. **Reporting**. Under the Plan, Maker has executed a note and other loan documents in favor of Rabo Agrifinance, Inc. ("**Rabo**"). Under these documents, Maker is required to provide extensive periodic reporting to Rabo as outlined in Exhibit A attached hereto. Maker agrees to likewise provide Holder, on a contemporaneous, timely basis, with copies of all reports given to Rabo during the term of this Note.

9. **Payment Default**. Maker shall be in default under this Note if Maker fails to make any payment under this Note when due and the breach is not cured within fifteen (15) calendar days after Holder notifies Maker of the breach (the "**Cure Period**").

10. **Non-Payment Default**. Maker shall also be in default under this Note if Maker defaults on any senior secured obligation including, without limitation, Maker's obligations to Rabo under the previously-described note, and fails to timely cure such default.

11. **Notice of Default; Service.** In the event of a default by Maker hereunder, Holder shall provide written notice of default (the "**Notice of Default**") to Maker. Service of the Notice of Default shall be accomplished by: (a) emailing a copy of the Notice of Default to Timothy L. Bliss at tlbliss@yahoo.com or such other email account designated by Maker in writing; and (b) sending additional copies of the Notice of Default to Maker via overnight courier service to the address(es) for Maker designated above; provided, that the cure periods outlined below shall begin to run from the date that Holder has emailed the Notice of Default to Timothy L. Bliss's email account.

12. **Effect of Default.** Upon the occurrence of a default and Maker's failure to timely cure such default within the Cure Period: (a) the entire unpaid amount of this Note shall be immediately due and payable; (b) from the date of default until the Note is paid in full, the interest rate stated above shall increase by 3.0% per annum; and (c) Maker shall pay all costs and expenses that are incurred by Holder (including, but not limited to, reasonable attorney's fees) incurred to collect this Note, whether the costs and expenses are incurred with or without suit, before or after judgment, on appeal or in any bankruptcy or insolvency proceeding.

13. **Waiver**. Holder, in its sole discretion, may accept late payments or partial payments under this Note, and may delay enforcing any of Holder's rights under this Note, without losing or waiving any of Holder's rights to subsequently enforce this Note in accordance with its terms.

14. **Liability of Maker under Note**. Maker: (a) waives presentment for payment, protest, demand and notice of dishonor and nonpayment of this Note and all other requirements necessary to hold it liable under this Note; and (b) consents to any and all extensions of time, renewals, waivers or modifications that may be granted by Holder, on one or more occasions, with respect to the payment or other provisions of this Note.

15. **Interpretation and Enforcement**. The provisions of this Note: (a) shall be interpreted and governed in accordance with the laws of the State of Utah; (b) may, at Holder's election, be enforced in any state or federal court in Salt Lake County, Utah, to which venue Maker consents; and (c) shall be deemed to be independent and severable. The invalidity or partial invalidity of any one provision or portion of this Note shall not affect the validity or enforceability of any other provision of this Note. Time is the essence of this Note.

16. **Successors and Assigns**. This Note is enforceable and binding against any of Maker's successors and assigns.

17. **Personal Guarantees**. This note is personally and individually guaranteed, under separate agreement, by Robert E. Bliss, Justin H. Bliss, Michael R. Bliss, and Timothy S. Bliss.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, manager

4842-8916-1750, v. 1 (10-4-13)
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EXHIBIT A

All of the following reports will be prepared and Submitted to Rabo solely at the expense of Bliss LLC.

- Weekly/Monthly Reports. The following Reports will be submitted on a weekly basis for the first year after the Effective Date of the Debtors' Plan, then on a monthly basis thereafter until Rabo is paid in full:

    - Asset Position Report ("APR") – This Report will have a format similar to the prior Borrowing Base Report. The APR will list the following Collateral categories for Bliss LLC on each report using the following valuation methods: (1) Cash/Receivables (Milk Receivables and Receivables for Cull Sales): 100% of actual amounts; (2) (a) Livestock – Milking & Dry Cows: $1,350.00 per cow; (b) Livestock – Springing Heifers: $1,460.00 per cow; (c) Livestock – Bulls - $1,350.00 per cow; and (d) Livestock – Replacement Heifers: incremental as per the historical borrowing base; (3) Feed, Grain, & Misc. Inventory: 100% of actual cost; (4) Prepaid Expenses: 100% of actual expense; (5) Growing Crop Input Costs: 60% of actual expenses; provided, however, that Bliss LLC shall receive no credit if it fails to timely pay any lease payment on leased property on which Bliss LLC is growing crops and claiming Collateral credit for Growing Crop Input Costs; (6) Advance Feed Contracts: 60% of actual expenses; and (7) Equipment: For existing equipment, the APR value will be the liquidation value listed in Rob Olson's appraisal report, less depreciation of 7% per year, with the depreciation to begin on September 1, 2014. For new equipment, the APR value will be the cost of the equipment, less straight line depreciation over 72 months from the date of the acquisition of the new equipment. The Equipment shall include all of the Debtors' titled vehicles (other than the vehicles that Robert Edward and Judith Bliss have purchased for his personal use, as more fully outlined in this Term Sheet) and all equipment on the Rob Olson appraisal report that might be considered fixtures, but shall not include any of the equipment on the Rob Olson list that is financed by another party or leased by Bliss LLC, unless Bliss LLC first pays off the financing or exercises any purchase option for the leased equipment and acquires such equipment free of the claims of the lessor. Rabo's junior lien on the Debtors' real estate will not be included in the APR or in any covenants or calculations based upon the APR.
    - Accounts Payable Report – no change from existing report.
    - Production and inventory report – no change from existing report
    - Cash Flow report – no change from existing report.
    - DHI Plus herd data file or information from any other herd record keeping system or software program to verify herd composition.

- Monthly Reports. The following monthly reports are due to Rabo within 15 days after month end:

- Copies of the final milk check for each dairy from each milk buyer (provided, that if Bliss LLC has not received the final milk check within 15 days after month end, then the delivery deadline for the final milk check will be five days after Bliss LLC receives such final milk check).
- Bliss LLC reconciled bank statements for prior month.
- Bliss LLC monthly internally prepared financial statements prepared according to GAAP, including:
- Income Statement
- Balance Sheet
- Statement of Cash Flow
- All notes to the financial statement
- Bliss LLC QuickBooks data file and spreadsheets in native format.
- Budget (based upon the Debtors' projections in the Plan and/or the Disclosure Statement) to actual comparison for each month.

- Quarterly Reports. The following quarterly reports are due to Rabo at the end of each fiscal quarter:

  - Quarterly personal balance sheets from Robert Edward Bliss, Judith Kay Bliss, Michael R. Bliss, Timothy S. Bliss, and Justin H. Bliss (collectively the "Guarantors", and individually a "Guarantor"), each certified in writing by the individual Guarantor as true, accurate and complete.
  - CPA Reviewed financial statements for Bliss LLC, due 60 days after each fiscal quarter end.

- Annual Reports. The following annual reports are due to Rabo each year:

  - CPA Reviewed financial statement for Bliss LLC for the prior fiscal year, due 60 days after fiscal year end.
  - Federal and State Income Tax returns filed by Robert Edward Bliss and Judith Kay Bliss, Michael R. Bliss, Timothy S. Bliss, and Justin H. Bliss, to be submitted not later than 15 days after filing, but in any event no later than May 1 of the year following each tax year.

ASSUMPTION AGREEMENT

This Assumption Agreement (the "**Agreement**"), dated October 31, 2013, is between Bliss Dairy, LLC ("**Bliss LLC**"), a Utah limited liability company whose address is 1564 South Milky Way Lane, Delta Utah 84624, and Intermountain Farmers Associations ("**IFA**") a Utah corporation.

Recitals

A. On January 27, 2013, Revolution Dairy, LLC ("**Revolution**"), Highline Dairy, LLC ("**Highline**"), and Robert and Judith Bliss, dba Bliss Dairy (the "**Blisses**") (together, the "**Debtors**") commenced chapter 11 cases in the United States Bankruptcy Court for the District of Utah by filing voluntary petitions.

B. The Debtors filed a Joint Chapter 11 Plan, dated October 10, 2013 (the "**Plan**"), which was confirmed by order of the Court on October __, 2013, and which has an effective date of October 31, 2013 (the "**Effective Date**").

C. Under the Plan, all assets of Revolution and Highline and all dairy-related assets of the Blisses will be transferred to Bliss LLC on, or as soon as practicable after, the Effective Date. Bliss LLC, in turn, has agreed to, and will, assume the obligation to pay all debts of Revolution and Highline and all dairy-related debts of the Blisses as modified under the Plan.

D. The modified obligations for holders of secured claims under the Plan are evidenced by new notes executed by Bliss LLC on the Effective Date. Moreover, under the Plan, the liens securing such claims are retained with respect to the collateral securing such claims.

E. IFA is the holder of secured claims identified in the Plan, and Bliss LLC has executed a new promissory note (the "**Note**") in favor of IFA (dated as of the Effective Date) evidencing the modified payment obligations provided for under the Plan.

F. The Debtors' original obligations to IFA were secured by security interests arising from various grants of security interests or security agreements previously executed by the Debtors in favor of IFA, including without limitation that Security Agreement dated October 17, 2012, which security interests were perfected by IFA by filing financing statements with the Utah Department of Commerce (the "**Existing Security Agreements**").

G. The parties agree that, under the Plan, IFA's security interests continue in the collateral described in the Existing Security Agreements notwithstanding the transfer of such collateral to Bliss LLC under the Plan. Nevertheless, to remove any question as to

the future and continued validity and priority of IFA's security interests, IFA has requested, and Bliss LLC has consented to provide this written Assumption Agreement evidencing its agreement to be bound by the Existing Security Agreements for purposes of securing the modified payment obligations evidenced by the Note.

Agreement

WHEREFORE, in consideration of the foregoing, Bliss LLC agrees as follows:

1. To secure the modified obligations of the Debtors under the Plan, which have been assumed by Bliss LLC and which are further evidenced by the Note, Bliss LLC agrees to become bound as an additional debtor under the Existing Security Agreements.

2. IFA shall retain all lien rights under its Existing Security Agreements as to property of the Debtors transferred to Bliss LLC and as to property later acquired by Bliss LLC to the extent described in IFA's Existing Security Agreements.

3. Bliss LLC authorizes IFA to file amendments to any filed financing statements to add Bliss LLC as an additional debtor, and to correctly identify the Debtors, as deemed necessary.

BLISS DAIRY, LLC,
a Utah limited liability company

By:_____
Timothy S. Bliss, manager

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PERSONAL GUARANTY

THIS PERSONAL GUARANTY (the "**Guaranty**"), dated this ___ day of October, 2013, is executed by ROBERT E. BLISS; JUSTIN H. BLISS, MICHAEL R. BLISS and TIMOTHY S. BLISS, respectively, each an individual (each individually a "**Guarantor**" and collectively the "**Guarantors**"), for the benefit of INTERMOUNTAIN FARMERS ASSOCIATION, a Utah corporation (collectively "**IFA**").

A. IFA has provided goods and services over an extended period of time to Robert and Judith Kay Bliss, dba Bliss Dairy; Revolution Dairy, LLC and Highline Dairy, LLC (the "**Former Dairies**"), predecessors in interest to Bliss Dairy, LLC, with a value in the original principal sum of $2,261,544.57 (the "**Prior Obligation**") in which the Guarantors each have a substantial financial interest. The Prior Obligation has been evidenced by an October 17, 2012 Promissory Note (the "**Prior Note**") executed by the Dairies in favor of Lender, guaranteed by the Guarantors and is secured by various grants of security interests by Former Dairies to IFA, specifically including, without limitation, a Security Agreement dated October 17, 2012 (collectively, the "**Prior Security Agreements**"). (The Prior Note, personal Guaranty and Prior Security Agreement are collectively referred to herein as the "**Prior Obligation Documents**.")

B. On January 27, 2013 the Prior Dairies each filed a Chapter 11 bankruptcy case in the U.S. Bankruptcy Court for the District of Utah; and ultimately sought to organize a new entity, consolidating the Former Dairies' business operations and debts into one, new, consolidated operating entity, known as Bliss Dairy, LLC ("**Maker**"), to confirm a Joint Chapter 11 Plan (Dated October 10, 2013)(the "**Joint Plan**"), wherein the remaining portion of the Prior Obligation, along with other existing debt of the Prior Dairies owed to various third parties, would be dealt with and to establish repayment provisions for the new, consolidated business entity of Maker to repay the remaining portion of the Prior Obligation owed to IFA.

C. Under the provisions of the Former Dairies' Joint Chapter 11 Plan, the remaining amounts of the Prior Obligation due and owing by the Former Dairies to IFA are evidenced by a new Promissory Note in the original principal sum of $2,224,886.00 to be executed by Maker in favor of IFA (the "**New Note**"), and reflecting new, negotiated repayment terms in favor of IFA, and Maker will execute an Assumption Agreement (the "**Assumption Agreement**") to evidence that Maker is bound by the Prior Security Agreements. In return, Guarantors have agreed to enter into a guaranty of Maker's New Note obligation in favor of IFA in connection with new loan documents, including this Personal Guaranty, the New Note and Assumption Agreement (collectively the "**New Loan Documents**"), all subject to the terms and conditions of this Guaranty.

D. IFA would not agree to support the Former Dairies' Joint Plan, and enter into the consolidated New Note with Maker except for the agreement of Guarantors to personally guarantee the repayment of the New Note.

NOW, THEREFORE, IN CONSIDERATION of the goods and services provided by IFA to the Former Dairies; IFA's support of the Former Dairies' Joint Chapter 11 Plan, at the instance and request of Former Dairies and the Guarantors, as a condition required by IFA, and as an inducement to IFA, Guarantors, individually, personally, jointly and severally, and not in any representative capacity, do hereby agree as follows:

1. Guarantors each personally, individually, jointly and severally hereby unconditionally guaranty and promise to pay to IFA, or its order, the entire remaining amounts due under the New Note of Maker executed in favor of IFA under the terms of the New Note and other supporting New Loan Documents.

2. Unless and until terminated:

(a) The liability of Guarantors hereunder shall be primary and shall include guarantee of the prompt payment of all amounts due and the prompt performance of all obligations required under the New Note and other New Loan Documents and shall be enforceable against Guarantors, and their respective successors and assigns. This Guaranty represents an independent, personal obligation of each of the Guarantors, respectively.

(b) Guarantors agree to be bound by the terms of this Guaranty and to pay any amounts owing with or without notice and to pay all reasonable attorneys' fees and other reasonable expenses incurred by IFA by reason of any default by Debtors or any Guarantor under this Guaranty, the New Note, or any of the New Loan Documents.

(c) Guarantors waive notice of acceptance hereof and of any default and consent that IFA may in its sole discretion, without affecting its liability, compromise or release, on terms satisfactory to it, or by operation of law or otherwise, any rights against and grant extensions of time of payments to Maker and other obligors or individual Guarantors.

(d) Guarantors consent that IFA may, without notice, assign the New Note, the Assumption Agreement, and this Guaranty in whole or in part to any other third party and agree that any such assignment or transfer of this Guaranty, the New Note or the Assumption Agreement shall not operate to extinguish or diminish the individual liability of each, or any, of the Guarantors hereunder.

(e) The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the New Note, the New Loan Documents, or any collateral therefor. IFA shall not be required to proceed against Maker by suit or otherwise prior to proceeding against any individual Guarantor.

(f) Guarantors waive demand, protest, notice of dishonor or nonpayment or presentment for payment of the New Note or other evidence of the Obligation.

3. This Guaranty shall remain in full force and effect without regard to, and Guarantors shall not be released, discharged or in any way exonerated or affected by:

(a) Any amendment to, modification of, or supplement to, the New Note or the Security Agreement or any assignment or transfer thereof;

(b) Any exercise or non-exercise of any right, power, remedy or privilege, under or in respect of the New Note, the Assumption Agreement, or this Guaranty, or any waiver, consent, extension, renewal, modification or any change in any of the terms, covenants, conditions or provisions of the New Note, the Security Agreement, or any assignment of or transfer thereof;

(c) Any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceedings relating to Maker, its successor and assign or any other Guarantor or any of their properties or creditors;

(d) Any limitation of the liability or obligation of Former Dairies or their respective bankruptcy estates or any remedy for the enforcement thereof under the New Note or the Assumption Agreement resulting from the operation of any present or future provision of the Bankruptcy Code or other statutes, or from the decision of any court.

5. As between IFA and Maker, it shall be conclusively presumed that any amendment, waiver, modification, supplement, extension or other agreement which in any manner alters or affects the New Note, the Security Agreement or Maker's obligations thereunder, is made with Guarantors' consent.

6. Each and every provision of this Guaranty shall continue in full force and effect notwithstanding any assignment of the New Note or the Assumption Agreement and the presumption established herein shall likewise continue irrespective of whether Maker continues as principal obligor on the New Note or the Assumption Agreement.

7. This Guaranty shall be interpreted and governed by the laws of the State of Utah.

[signatures to follow]

IN WITNESS WHEREOF, Guarantors have each executed this Guaranty on this _____ day of October, 2013.

GUARANTORS:

_____
Robert E. Bliss, an individual

_____
Justin H. Bliss, an individual

_____
Michael R. Bliss, an individual

_____
Timothy S. Bliss, an individual

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