

RECEIVED

JUN 29 2020

WATER RESOURCES
WESTERN REGION

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JUL 02 2020

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-2399 <i>OK</i>	35-2136C <i>OK</i>	35-2157 <i>OK</i>	
35-2573 <i>OK</i>	35-2137 <i>OK</i>	35-2158A <i>OK</i>	
35-7263 <i>OK</i>	35-2136D <i>OK</i>		
35-7144 <i>OK</i>	35-2179E <i>OK</i>		
35-8725 <i>OK</i>	35-2367 <i>OK</i>		

2. The following
- REQUIRED**
- information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

CHS Capital, LLC

Jedd Wennerberg, Director CHS Capital, LLC

5500 Cenex Dr.

Inver Grove Heights, MN 55077

Phone (651) 355-5517

Email jedd.wennerberg@chsinc.com

4. Name of Water Right Owner/Claimant(s)

Lance Gardner

5. Expiration Date of Notification Period

January 1, 2040

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

Jedd Wennerberg

Digitally signed by Jedd Wennerberg
DN: cn=Jedd Wennerberg, o=CHS Capital LLC, ou=Director,
email=jedd.wennerberg@chsinc.com, c=US
Date: 2020.06.26 13:38:44 -05'00'

7. Signature(s) of Security Interest Holder(s)

Title, if applicable

Director CHS Capital, LLC

For Office Use Only

Received by LEDate 06/29/2020Receipt No. W046444Fee \$300

Processed by AJ

Date

WR JBDate 9/16/2021

IMPORT DATA

35-2136C

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

Instrument # 719647

BINGHAM COUNTY, IDAHO
2020-06-30 12:33:58 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
PAMELA W. ECKHARDT Fee: \$16.00
Ex-Officio Recorder Deputy JPulley
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ACCOMMODATION

MODIFICATION OF MORTGAGE,

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9
OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO.

THIS MODIFICATION OF MORTGAGE (this "**Modification**") is made to be effective as of April 20, 2020, by and among Gardner Farms, an Idaho General Partnership, ("**Mortgagor**" or "**Grantor**"); whose address is 589 N. 150 W. Blackfoot, Idaho 83221 and CHS Capital, LLC, a Minnesota Limited Liability Company (the "**Mortgagee**" or "**Lender**"), whose address is 5500 Cenex Drive, Inver Grove Heights, MN 55077, to modify that certain Mortgage issued in favor of Mortgagee dated October 12, 2018, and recorded December 7, 2018, as Instrument No. 702899, records of Bingham County, Idaho (the "**Mortgage**"), which encumbers the real property described therein (the "**Real Property**").

WHEREAS, Mortgagor and Mortgagee wish to modify the Mortgagee due to certain financial accommodations granted by Mortgagee to Mortgagor and a consolidation of loan obligations, as more particularly set forth in that certain Workout Agreement dated effective April 20, 2020 ("**Agreement**").

NOW, THEREFORE, in consideration of the terms and conditions hereunder the Mortgage is hereby modified as follows:

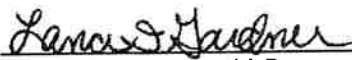
Maturity Date. The reference to any and all maturity dates of the Mortgage, including February 5, 2022, is hereby deleted and removed.

Except as hereby modified, the Mortgage remains in full force and effect according to its original terms. Capitalized words and terms not otherwise defined in this Modification shall have the meanings attributed to such terms in the Mortgage.

This Modification Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signed this 20 day of May, 2020.

MORTGAGOR:
GARDNER FARMS



L. Gardner, LLC, partner of Gardner Farms
Lance I. Gardner, Member of L. Gardner, LLC

By: [Signature]
D. Cooper, LLC, partner of Gardner Farms
David B. Cooper, Member of D. Cooper, LLC

By: [Signature]
D. Case LLC, partner of Gardner Farms
Douglas Case, Member of D. Case, LLC

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Douglas Case**, known or identified to me to be a Member of **D. Case LLC**, the LLC that executed the instrument, or the person who executed the instrument on behalf of said LLC, which is the general partner of Gardner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **David B. Cooper**, known or identified to me to be a Member of **D. Cooper LLC**, the LLC that executed the instrument, or the person who executed the instrument on behalf of said LLC, which is the general partner of Gardner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

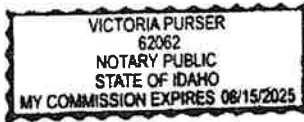
STATE OF IDAHO

)
) ss.

COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared Lance I. Gardner, known or identified to me to be a Member of L. Gardner LLC, the LLC that executed the instrument, or the person who executed the instrument on behalf of said LLC, which is the general partner of Gardner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot Idaho
My commission expires 8/15/2025

MORTGAGEE:

CHS CAPITAL, LLC

By: [Signature]
Name: Jedd Wennberg
Title: Director

STATE OF MN

)
) ss.
)

County of Dakota

On this 29th day of May, 2020, before me, Kari Lynn Goblish, a Notary Public in and for said State, personally appeared Jedd Wennberg, known or identified to me to be an authorized signer of **CHS CAPITAL, LLC**, the company that executed the within instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Kari Lynn Goblish
Notary Public for MN (state)
Residing at Dakota
My commission expires 1-31-23

RECORDATION REQUESTED BY:

CHS Capital, LLC
 CHS Capital, LLC Inver Grove Heights
 5500 Cenex Drive
 MS 140
 Inver Grove Heights, MN 55077

Instrument # 702899

BINGHAM COUNTY, IDAHO
 2018-12-07 04:36:58 PM No. of Pages: 17
 Recorded for: FIRST AMERICAN TITLE - BLACKFOOT
 PAMELA W. ECKHARDT Fee: \$45.00
 Ex-Officio Recorder Deputy JPulley
 Index To: MORTGAGE
 Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

CHS Capital, LLC
 CHS Capital, LLC Inver Grove Heights
 5500 Cenex Drive
 MS 140
 Inver Grove Heights, MN 55077

This instrument filed as an accommodation only,
 it has not been examined as to its execution,
 insurability or effect on title.
 First American Title Company
 168 West Pacific Street
 Blackfoot, Idaho 83221

SEND TAX NOTICES TO:

Gardner Farms
 589 N 150 W
 Blackfoot, ID 83221

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**MORTGAGE**

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$2,000,000.00.

THIS MORTGAGE dated October 12, 2018, is made and executed between Gardner Farms, an Idaho General Partnership, also shown of record as Gardner Farms and Gardner Farms, a General Partnership, whose address is 589 N 150 W, Blackfoot, ID 83221 (referred to below as "Grantor") and CHS Capital, LLC, whose address is 5500 Cenex Drive, MS 140, Inver Grove Heights, MN 55077 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Bingham County, State of Idaho:

See attached Exhibit A to the Real Estate Mortgage, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the

RECORDATION REQUESTED BY:

CHS Capital, LLC
 CHS Capital, LLC Inver Grove Heights
 5500 Cenex Drive
 MS 140
 Inver Grove Heights, MN 55077

E-RECORDED

simplifile®

ID: 702899
 County: Bingham
 Date: 12/7/18 Time: 4:36 pm

WHEN RECORDED MAIL TO:

CHS Capital, LLC
 CHS Capital, LLC Inver Grove Heights
 5500 Cenex Drive
 MS 140
 Inver Grove Heights, MN 55077

This instrument filed as an accommodation only,
 it has not been examined as to its execution,
 insurability or effect on title.
 First American Title Company
 168 West Pacific Street
 Blackfoot, Idaho 83221

SEND TAX NOTICES TO:

Gardner Farms
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 Blackfoot, ID 83221

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the

Property or to other limitations on the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall

authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as

Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, but default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements

of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding one (1) month, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dakota County, State of Minnesota.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners,

members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Statutory Rights Not Waived. Notwithstanding any other provision of this Mortgage, Borrower and Grantor do not waive or agree to forego any of Borrower's and Grantor's statutory rights unless the waiver of such a right is expressly authorized by law.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means D.C. Farms Limited Liability Company; Golden Sunset Equipment, LLC; Rising River Enterprises; RJ Cattle, LLC; Gardner Farms; Douglas Case; David B. Cooper; Robyn M. Case; Jamie S. Cooper; and Lance I. Gardner and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means Gardner Farms.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means CHS Capital, LLC, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means all Notes between Borrower and Lender. The maturity date of this Mortgage is February 5, 2022. **NOTICE**

**MORTGAGE
(Continued)**

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TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

GRANTOR:

GARDNER FARMS

L. GARDNER, LLC, Partner of Gardner Farms

By: *Lance I. Gardner*
Lance I. Gardner, Member of L. Gardner, LLC

D. COOPER, LLC, Partner of Gardner Farms

By: *David B. Cooper*
David B. Cooper, Member of D. Cooper, LLC

D. CASE, LLC, Partner of Gardner Farms

By: *Douglas Case*
Douglas Case, Member of D. Case, LLC

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

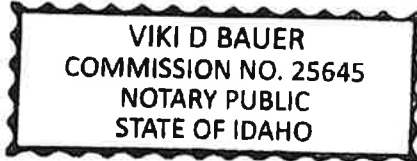
This record was acknowledged before me on _____, 20____ by Lance I. Gardner, Member of L. Gardner, LLC, Partner of Gardner Farms, a _____ Partnership; David B. Cooper, Member of D. Cooper, LLC, Partner of Gardner Farms, a _____ Partnership; and Douglas Case, Member of D. Case, LLC, Partner of Gardner Farms, a _____ Partnership, and Gardner Farms, a _____ Partnership, is the maker of the foregoing record.

Notary Public in and for the State of _____

My commission expires _____

STATE OF Idaho)
)
COUNTY OF Bingham)

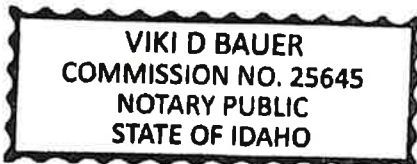
On this 15 day of November, 2018, before me, a Notary Public in and for said State, personally appeared Douglas Case, known or identified to me, to be the member, of the D. Case LLC, the LLC that executed the instrument or the person who executed the instrument on behalf of said LLC which is the general partner of Garner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name.



Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3/29/20

STATE OF Idaho)
)
COUNTY OF Bingham)

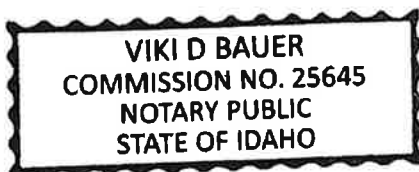
On this 5 day of December, 2018, before me, a Notary Public in and for said State, personally appeared David B. Cooper, known or identified to me, to be the member, of the D. Cooper LLC, the LLC that executed the instrument or the person who executed the instrument on behalf of said LLC which is the general partner of Garner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name.



Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3/29/20

STATE OF Idaho)
)
COUNTY OF Bingham)

On this 6 day of December, 2018, before me, a Notary Public in and for said State, personally appeared Lance I. Gardner, known or identified to me, to be the member, of the L. Gardner LLC, the LLC that executed the instrument or the person who executed the instrument on behalf of said LLC which is the general partner of Garner Farms, a partnership and on behalf of the general partner subscribed said partnership name to the foregoing instrument, and acknowledged to me that such LLC executed the same in said partnership name.



Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3/29/20

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
Page 1 of 8

Parcel 1:

Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 2: Lots 3 and 4, South Half Northwest Quarter, Southwest Quarter.

EXCEPTING THEREFROM: Part of the Southwest Quarter Southwest Quarter of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the SW corner of said Section 2 and running thence N. 00°01'28" E. 195.83 feet along the Section line; thence N. 89°59'55" E. 233.00 feet; thence S. 00°01'20" W. 195.84 feet to the South line of said Section 2; thence S. 90°00'00" W. 233.00 feet along said South line to the Point of Beginning.

EXCEPTING THEREFROM: (Seed potato building)

A portion of the Northeast Quarter Northwest Quarter of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the North Quarter corner of said Section 2; thence N. 90°00'00" W. 65.73 feet along the section line; thence S. 0°00'00" W. 321.55 feet along the Westerly right-of-way of a County Road to the True Point of Beginning; thence S. 0°00'00" W. 156.75 feet along said right-of-way; thence N. 90°00'00" W. 362.27 feet; thence N. 0°00'00" E. 156.75 feet; thence S. 90°00'00" E. 362.27 feet to the Point of Beginning.

EXCEPTING THEREFROM:

Part of the Northeast Quarter Northwest Quarter of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is N. 90°00'00" W. 65.73 feet along the North Section line and S. 00°00'00" E. 25.00 feet along the West right-of-way line of a County Road from the North Quarter corner of said Section 2; and running thence S. 00°00'00" E. 183.86 feet; thence N. 90°00'00" W. 362.27 feet; thence N. 00°00'00" W. 183.86 feet; thence S. 90°00'00" E. 362.27 feet to the Point of Beginning.

EXCEPTING THEREFROM:

Part of the Northeast Quarter Northwest Quarter of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Commencing at the North Quarter corner of Section 2; thence N. 90°00'00" W. 65.73 feet along the section line; thence S. 0°00'00" W. 173.30 feet along the Westerly right-of-way of a County Road to the Point of Beginning; thence S. 0°00'00" West 148.25 feet along said right-of-way; thence N. 90°00'00" W. 362.27 feet; thence N. 0°00'00" E. 148.25 feet; thence S. 90°00'00" E. 362.27 feet to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
Page 2 of 8

Parcel 2: (Farm #4)

Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 2: Lots 1, 2, South Half Northeast Quarter, North Half Southeast Quarter,
Southeast Quarter Southeast Quarter, EXCEPTING from said Section 2 the following 11
parcels:

A. Part of the Southeast Quarter Southeast Quarter, Section 2, Township 2 South, Range
35 East, Boise Meridian, Bingham County, Idaho described as:

Commencing at the Southeast corner of Section 2; thence N. $89^{\circ}45'43''$ W 1103.29 feet
along the section line to the Southeast corner of deed Instrument 535915 and the POINT
OF BEGINNING; thence N. $89^{\circ}45'43''$ W 203.69 feet continuing along the South line of
Section 2; thence N. $04^{\circ}56'11''$ W 282.61 feet to a point on the West line of the Southeast
Quarter Southeast Quarter; thence S $59^{\circ}01'57''$ E 267.11 feet to a point on the East line of
said deed; thence S $00^{\circ}24'21''$ W 144.97 feet along said East line to the Point of Beginning.

B. Part of the Northeast Quarter described as follows:

Beginning at a point that is S $0^{\circ}6'$ E along the Section line 1337.97 feet and S $89^{\circ}54'$ W 15
feet from the NE corner of said Section; thence S $89^{\circ}54'$ W 580.80 feet; thence S $0^{\circ}06'$ E
150 feet; thence N $89^{\circ}54'$ E to the West line of said County Road 580.80 feet; thence N $0^{\circ}6'$
W along said right-of-way 150 feet to the Point of Beginning.

C. Beginning at the NW corner of Lot 2; thence S 525 feet to the True Point of Beginning;
thence E. 440 feet; thence S. 225 feet; thence W. 400 feet; thence N. 225 feet to the True
Point of Beginning.

D. Beginning at a point 200 feet East of the NW corner of Lot 1; thence S. 400 feet; thence
E. 250 feet; thence N. 400 feet; thence W. 250 feet to the Point of Beginning.

E. Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho
Section 2:

Beginning at the North Quarter corner of said Section, said point being on the Easterly
right-of-way of the County Road; thence E. 900 feet; thence S. 520 feet; thence W. 900 feet
M/L to the East line of the County Road right-of-way; thence N. 520 feet M/L to the Point
of Beginning.

F. A portion of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham
County, Idaho, more particularly described as:

Beginning at the NE corner of said Section 2, and running thence Westerly, along the N.
line of said Section 2, 1371.8 feet to a point on the Southerly right-of-way line of a County
Road, said point being the True Point of Beginning; thence N. $83^{\circ}45'55''$ W, along said road
right-of-way line, 197.971 feet; thence S. $02^{\circ}25'10''$ W, 220.496 feet; thence S. $83^{\circ}46'29''$ E,
198.269 feet; thence N. $02^{\circ}20'22''$ E, 220.483 feet to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
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G. Beginning at a point that lies along the Section line S. 00°06'00" E. 1487.97 feet and S. 89°54'00" W. 15.00 feet from the NE corner of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho and running thence S. 00°06'00" E. 149.28 feet; thence N. 42°43'44" W. 202.90 feet; thence N. 89°54'00" E. 137.41 feet to the Point of Beginning.

H. Part of the East Half Northeast Quarter of Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is S. 00°06'00" E. along the Section line 1337.97 feet and S. 89°54'00" W. 15.00 feet from the NE corner of said Section 2; and running thence S. 89°54'00" W. 300 feet; thence N. 726 feet; thence E. 300 feet to a point that is N. 726 feet from the Point of Beginning; thence S. 726 feet to the Point of Beginning.

I. Part of the Southeast Quarter Southeast Quarter, Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Commencing at the Southeast corner of Section 2; thence N. 89°45'43" W. 1306.98 feet along the section line to the Point of Beginning; thence N. 89°45'43" W. 26.31 feet continuing along the section line to the Southwest corner of the Southeast Quarter Southeast Quarter; thence N. 00°24'21" E. 281.46 feet along the West line of said Southeast Quarter Southeast Quarter; thence S. 04°56'11" E. 282.61 feet to the Point of Beginning.

J. Part of the Northwest Quarter Southeast Quarter, Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Commencing at the Southeast corner of Section 2; thence N. 89°45'43" W. 1333.29 feet along the section line to the Southwest corner of the Southeast Quarter Southeast Quarter; thence N. 00°24'21" E. 1319.92 feet to the Southeast corner of the Northwest Quarter Southeast Quarter and the Point of Beginning; thence N. 89°50'37" W. 420.00 feet along the South line of the Northwest Quarter Southeast Quarter; thence N. 00°24'21" E. 9.25 feet; thence S. 89°50'37" E. 420.00 feet to a point on the East line of the Northwest Quarter Southeast Quarter; thence S. 00°24'21" W. 9.25 feet along said East line to the Point of Beginning.

K. Part of the Northwest Quarter Southeast Quarter, Section 2, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Commencing at the Southeast corner of Section 2; thence N. 89°45'43" W. 2666.58 feet to the South Quarter corner of Section 2; thence N. 00°31'21" E. 1318.04 feet to the Southwest corner of the Northwest Quarter Southeast Quarter and the Point of Beginning; thence N. 00°31'21" E. 9.25 feet along the West line of the Southwest Quarter; thence S. 89°50'37" E. 910.59 feet parallel with and 9.25 feet North of the South line of the Northwest Quarter Southeast Quarter; thence S. 00°24'21" W. 9.25 feet to a point on the South line of the Northwest Quarter Southeast Quarter said point being N. 89°50'37" W. 420.00 feet from the Southeast corner of the Northwest Quarter Southeast Quarter; thence N. 89°50'37" W. 910.61 feet along said South line to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
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Parcel 3: (Farm #4)

Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 1: Lot 4. EXCEPT: Part of the Northwest Quarter Northwest Quarter of Section 1,
Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, more
particularly described as:

Beginning at a point that is S. 89°34'32" E. 1083.86 feet along the section line to the True
Point of Beginning from the Northwest corner of said Section 1, and running thence S.
89°34'32" E. 223.00 feet along the section line; thence S. 00°01'29" W. 195.00 feet; thence
N. 89°34'32" W. 223.00 feet; thence N. 00°01'29" E. 195.00 feet to the Point of Beginning,
EXCEPT County Road on the North.

ALSO EXCEPTING:

Part of the Northwest Quarter, Section 1, Township 2 South, Range 35 East, Boise
Meridian, Bingham County, Idaho described as:

Commencing at the Northwest corner of Section 1; thence S. 89°34'32" E. 1083.86 feet
along the section line to the Point of Beginning; thence S. 89°34'32" E. 223.00 feet
continuing along the section line; thence S. 00°01'29" W. 233.75 feet; thence N. 79°43'48"
W. 226.61 feet; thence N. 00°01'29" E. 195.00 feet to the Point of Beginning.

EXCEPTING THEREFROM: Part of the Northwest Quarter Northwest Quarter of
Section 1, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho,
described as:

Beginning at a point that is S. 89°34'32" E. 1083.86 feet along the section line to the True
Point of Beginning from the Northwest corner of said Section 1, and running thence S.
89°34'32" E. 223.00 feet along the section line; thence S. 00°01'29" W. 195.00 feet; thence
N. 89°34'32" W. 223.00 feet; thence N. 00°01'29" E. 195.00 feet to the Point of Beginning.
EXCEPT: County Road.

Parcel 4:

Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 2: Beginning at the North Quarter corner of said Section 2; thence E. 900 feet;
thence S. 520 feet; thence W. 520 feet; thence N. 140 feet; thence W. 250 feet; thence N. 40
feet; thence W. 130 feet to a point 340 feet South of the Point of Beginning; thence N. 130
feet; thence E. 220 feet; thence N. 130 feet; thence W. 95 feet; thence S. 35 feet between two
granaries; thence W. 55 feet; thence N. 35 feet between two granaries; thence W. 70 feet to
point 80 feet South of the Point of Beginning; thence N. 80 feet to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
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Parcel 5:

Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 2: Beginning at the North Quarter corner of said Section, said point being on the Easterly right-of-way of the County Road; thence E. 900 feet; thence S. 520 feet; thence W. 900 feet M/L to the East line of the County Road right-of-way; thence N. 520 feet M/L to the Point of Beginning.

EXCEPT: Beginning at the North Quarter corner of said Section 2; thence E. 900 feet; thence S. 520 feet; thence W. 520 feet; thence N. 140 feet; thence W. 250 feet; thence N. 40 feet; thence W. 130 feet to a point 340 feet South of the Point of Beginning; thence N. 130 feet; thence E. 220 feet; thence N. 130 feet; thence W. 95 feet; thence S. 35 feet between two granaries; thence W. 55 feet; thence N. 35 feet between two granaries; thence W. 70 feet to point 80 feet South of the Point of Beginning; thence N. 80 feet to the Point of Beginning.

Parcel 6: (Farm #2)

Lots 8, 9 and 10 of Johnston & Company Plat of a portion of Sections 1 and 12, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, according to the plat thereof recorded in Book 3 of Plats, Page 50, records of said County. EXCEPTING that part of said Lots 8 and 9 lying North of the center line of the Lavaside Ditch Company Canal;

ALSO EXCEPTING: A triangular parcel of land being on the Northwestern side of the Survey Center line of highway as shown on the official plat of Interstate Project No. 1-15-2(7)96 Highway Survey now on file in the Office of the Department of Highways of the State of Idaho, and lying over and across the Southeasterly portion of said Lot 10, described as follows, to-wit:

Beginning at the SE corner of said Lot 10; thence Northerly along the East line of said Lot 10 a distance of 138.0 feet, more or less, to a point in a line parallel with and 160.0 feet Northwesternly from the Survey Center line of Interstate Project No. 1-15-2(7)96 Highway Survey; thence S. $30^{\circ}45'25''$ W. along said parallel line 197.0 feet, more or less, to a point in the South line of said Lot 10; thence Easterly along said South line a distance of 105.0 feet, more or less, to the Place of Beginning.

ALSO EXCEPTING: An irregular parcel of land being on the Northwesternly of Survey Centerline of highway of Interstate Project No. 1-15-2(7)96 Highway Survey now on file in the Office of the Department of Highways of the State of Idaho, and lying in the Southwest Quarter Southeast Quarter of said Section 1, described as follows:

Beginning at the SE corner of said Lot 10, this point being 88.3 feet left of Station 1521+00; thence N. $0^{\circ}30'$ W. along the East line of said Lot 10 a distance of 138.0 feet, more or less, to a point in line parallel with and 160.0 feet Northwesternly from Survey Centerline of Interstate Project No. 1-15-2(7)96 and left of Station 1522+22 Highway Survey; thence S. $30^{\circ}45'25''$ W., along said parallel line 114.0 feet, more or less; thence S. $73^{\circ}23'47''$ W. 59.0 feet, more or less; thence N. $0^{\circ}30'$ W. 165.0 feet, more or less; thence N. $89^{\circ}30'$ E. 114.0 feet, more or less; thence S. $0^{\circ}30'$ W. to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
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Parcel 7: (Farm #3)

Part of the East Half Section 1, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, and part of the Northwest Quarter of Section 6, Township 2 South, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point of intersection of the East line of said Section 1 and the Northwestern line of Interstate Highway 15, said point being S. 0°11'06" W. along the Section line 2255.00 feet from the NE corner of said Section 1, and running thence S. 35°21'06" W. along said Northwestern line of Interstate Highway 15, 1335.5 feet; thence W. 62.47 feet to the East line of a County Road; thence N. 0°10' E. along said East line 1304.85 feet; thence E. 250.0 feet; thence N. 0°10' E. 738.0 feet; thence N. 89°33'54" W. 14.18 feet; thence S. 69°43'06" W. 37.65 feet; thence N. 32°07'06" E. 338.1 feet; thence N. 46°13'21" E. 156.2 feet; thence N. 65°03'41" E. 1207.0 feet; thence S. 76°59'19" E. 484.6 feet to the Northwestern right-of-way line of I-15; thence S. 35°21'06" W. along said right-of-way line 2125.9 feet to the Point of Beginning.

Parcel 8: (Farm #12 and #13)

Intentionally Deleted

Parcel 9: (Cellar)

Part of the Southwest Quarter of Section 35, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is N. 89°46'00" W. 407.00 feet along the section line and N. 00°25'20" W. 50.00 feet from the South Quarter corner of said Section 35 and running thence N. 00°25'20" W. 142.00 feet; thence S. 89°46'00" E. 407.00 feet; thence S. 00°25'20" E. 142.00 feet along the North South center section line of said Section 35; thence N. 89°46'00" W. 407.00 feet to the Point of Beginning.

EXCEPTING THEREFROM: A 68 foot County Road right-of-way along the East side.

Parcel 10: (Farm #5)

**Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 27: Southwest Quarter**

Parcel 11 (Farm #6)

**Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho.
Section 17: West Half Northwest Quarter; Northwest Quarter Southwest Quarter
Section 18: East Half Northeast Quarter; Southwest Quarter Northeast Quarter; Southeast Quarter; East Half Southwest Quarter
Section 19: North Half Northeast Quarter; Southwest Quarter Northeast Quarter; East Half Northwest Quarter; East Half Southwest Quarter; Lots 1, 2, 3 & 4**

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
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Parcel 12 (Farm #10)

Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho.
Section 13: North Half, EXCEPT: Part of Section 13, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Beginning at a point that is N. 89°55'15" W. along the Section line 1717.97 feet from the North Quarter corner of said Section 13; and running thence S. 01°18'22" E., 87.49 feet; thence S. 66°47'16" W., 264.43 feet; thence N. 00°12'26" W., 192.02 feet; thence S. 89°55'15" E., 241.72 feet to the Point of Beginning.

ALSO EXCEPT: A portion of the Northwest Quarter Northwest Quarter of Section 13, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as follows:

Beginning at a point 333 feet South and 220 feet East of the NW corner of said Section 13, being the True Point of Beginning; running thence W. 220 feet to the W. Section line of said Section 13; thence N. 333 feet to the NW corner of said Section 13; thence E. 387 feet; thence S. 146 feet; thence Southwesterly in a straight line 225 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT: A portion of Section 13, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Beginning at the NW corner of said Section 13; thence S. 89°55'15" E. 410.00 feet along the Section line; thence S. 00°13'15" E. 360.00 feet; thence N. 89°55'15" W. 410.00 feet more or less to the West line of Section 13; thence N. 00°13'15" W. 360.00 feet to the Point of Beginning.

ALSO EXCEPT: Part of the Northwest Quarter Northwest Quarter of Section 13, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

Beginning at a point that is S. 89°55'15" E. 410.00 feet along the Section line to the True Point of Beginning, all from the Northwest corner of said Section 13, and running thence S. 89°55'15" E. 274.19 feet along said Section line; thence S. 00°12'20" E. 192.02 feet; thence S. 67°07'53" W. 232.94 feet; thence S. 37°22'12" W. 96.98 feet; thence N. 00°13'15" W. 360.00 feet to the Point of Beginning.

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho.
Section 18: Lots 1 and 2 and Northeast Quarter Northwest Quarter

EXCEPTING THEREFROM:

Commencing at the NW corner of said Section 18, thence S. 200 feet; thence E. 250 feet; thence S. 450 feet; thence E. to the E. line of the Northwest Quarter of said Section 18; thence N. 650 feet to the NE corner of the Northwest Quarter; thence W. 160 rods to the Point of Beginning.

Exhibit A to the Real Estate Mortgage
Legal Description – Bingham County, Idaho
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Parcel 13:

A tract of land in Section 1, Township 2 South, Range 35 East, Boise Meridian, and being a portion of Lots 11 and 12, Johnston Company Plat, in Bingham County, Idaho, more particularly described as follows:

Commencing at the South Quarter corner of Section 1, Township 2 South, Range 35 East, Boise Meridian, thence North 1737.23 feet to the center line of the New Lavaside Canal; thence S. 44°04'50" W. 264.49 feet along said center line of the canal; thence S. 30°45' W. 508.5 feet along center line of canal; thence S. 2°09'05" E, 1111.0 feet along center line of canal; thence East 402.3 feet more or less, to the Point of Beginning.

EXCEPTING THEREFROM those portions of the above described property lying within the right-of-way of the New Lavaside Canal and also excepting therefrom those portions lying within the bounds of a public road.

Parcel 14:

Commencing at the Northeast corner of Section 1, Township 2 South, Range 35 East of the Boise Meridian, Bingham County, Idaho; running thence West along the Section line 548.72 feet to the True Point of Beginning, said True Point of Beginning being in the center of a County Road; running thence West along said Section line 310.89 feet to the center of a County Road; thence S. 00°24'32" E. along said road centerline 310.80 feet; thence N. 76°57'57" E. 316.83 feet; thence North 239.34 feet to the True Point of Beginning.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

Instrument # 719648

BINGHAM COUNTY, IDAHO
2020-06-30 12:33:58 PM No. of Pages: 4
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
PAMELA W. ECKHARDT Fee: \$19.00
Ex-Officio Recorder Deputy JPulley
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ACCOMMODATION

MODIFICATION OF MORTGAGE,

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9
OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO.

THIS MODIFICATION OF MORTGAGE (this "**Modification**") is made to be effective as of April 20, 2020, by and among D.C. Farms Limited Liability Company, ("**Mortgagor**" or "**Grantor**"); whose address is 578 North 100 West, Blackfoot, Idaho 83221 and CHS Capital, LLC, a Minnesota Limited Liability Company (the "**Mortgagee**" or "**Lender**"), whose address is 5500 Cenex Drive, Inver Grove Heights, MN 55077, to modify that certain Mortgage issued in favor of Mortgagee dated March 2, 2017, and recorded April 25, 2017, as Instrument No.686073, records of Bingham County, Idaho (the "**Mortgage**"), which encumbers the real property described therein (the "**Real Property**").

WHEREAS, Mortgagor and Mortgagee wish to modify the Mortgage due to certain financial accommodations granted by Mortgagee to Mortgagor and a consolidation of loan obligations, as more particularly set forth in that certain Workout Agreement dated effective April 20, 2020 ("**Agreement**").

NOW, THEREFORE, in consideration of the terms and conditions hereunder the Mortgage is hereby modified as follows:

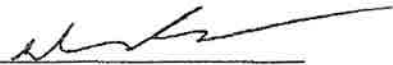
1. **Maximum Lien.** The Maximum Lien of \$10,800,000.00 is hereby deleted from the Mortgage in its entirety. The Mortgage shall not be subjected to any maximum lien.
2. **Maturity Date.** The reference to any and all maturity dates of the Mortgage, if any, are hereby deleted and removed.

Except as hereby modified, the Mortgage remains in full force and effect according to its original terms. Capitalized words and terms not otherwise defined in this Modification shall have the meanings attributed to such terms in the Mortgage.

This Modification Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signed this 20 day of May, 2020.

MORTGAGOR:
D.C. FARMS LIMITED LIABILITY COMPANY


David B. Cooper, Member

Jamie S. Cooper
Jamie S. Cooper, Member

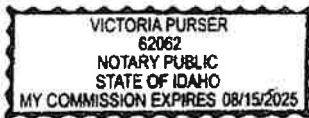
Robyn Case
Robyn M. Case, Member

Douglas Case
Douglas Case, Member

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Douglas Case**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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

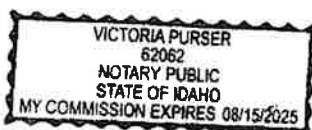


Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Robyn M. Case**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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

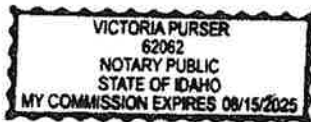


Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **David B. Cooper**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Jamie S. Cooper**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

MORTGAGEE:

CHS CAPITAL, LLC

By: [Signature]
Name: Jedd Wenneborg
Title: Director

STATE OF MA)
) ss.
County of Dakota)

On this 27th day of May, 2020, before me, Kari Lynn Goblish, a Notary Public in and for said State, personally appeared Jedd Wenneborg, known or identified to me to be an authorized signer of **CHS CAPITAL, LLC**, the company that executed the within instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Kari Lynn Goblish
Notary Public for MA (state)
Residing at Dakota
My commission expires 1-31-23

RECORDATION REQUESTED BY:

CHS Capital, LLC
CHS Capital, LLC Inver Grove Heights
5500 Cenex Drive
MS 140
Inver Grove Heights, MN 55077

WHEN RECORDED MAIL TO:

CHS Capital, LLC
CHS Capital, LLC Inver Grove Heights
5500 Cenex Drive
MS 140
Inver Grove Heights, MN 55077

Instrument # 686073

BINGHAM COUNTY

4-25-2017 02:50:24 PM No. of Pages: 12

Recorded for : 100157375 CHS

PAMELA W. ECKHARDT

Fee: 43.00

Ex-Officio Recorder Deputy

SEND TAX NOTICES TO:

D.C. Farms Limited Liability Company
578N 100W
Blackfoot, ID 83221

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$10,800,000.00.

THIS MORTGAGE dated March 2, 2017, is made and executed between D.C. Farms Limited Liability Company, a Idaho limited liability company, whose address is 578N 100W, Blackfoot, ID 83221 (referred to below as "Grantor") and CHS Capital, LLC, whose address is 5500 Cenex Drive, MS 140, Inver Grove Heights, MN 55077 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Bingham County, State of Idaho:

See attached Exhibit A to the Real Estate Mortgage, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the

Property or to other limitations on the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall

authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as

Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements

of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding one (1) month, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dakota County, State of Minnesota.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners,

members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Statutory Rights Not Waived. Notwithstanding any other provision of this Mortgage, Borrower and Grantor do not waive or agree to forego any of Borrower's and Grantor's statutory rights unless the waiver of such a right is expressly authorized by law.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means D.C. Farms Limited Liability Company; Golden Sunset Equipment, LLC; Rising River Enterprises; RJ Cattle, LLC; Gardner Farms; Douglas Case; David B. Cooper; Robyn M. Case; Jamie S. Cooper; and Lance I. Gardner and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means D.C. Farms Limited Liability Company.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means CHS Capital, LLC, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means all Notes between Borrower and Lender including but not limited to the Promissory Note dated March 2,

**MORTGAGE
(Continued)**

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2017, in the original principal amount of \$6,100,200 and the Promissory Note dated March 2, 2017, in the original principal amount of \$4,700,200, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Notes or Agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

GRANTOR:

D.C. FARMS LIMITED LIABILITY COMPANY

By: [Signature]
David B. Cooper, Member of D.C. Farms Limited Liability Company

By: [Signature]
Douglas Case, Member of D.C. Farms Limited Liability Company

By: [Signature]
Robyn M. Case, Member of D.C. Farms Limited Liability Company

By: [Signature]
Jamie S. Cooper, Member of D.C. Farms Limited Liability Company

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Bingham)

On this 29 day of March, in the year 20 17, before me Victoria Purser, a notary public in and for the State of Idaho, personally appeared David B. Cooper, Member of D.C. Farms Limited Liability Company; Douglas Case, Member of D.C. Farms Limited Liability Company; Robyn M. Case, Member of D.C. Farms Limited Liability Company; and Jamie S. Cooper, Member of D.C. Farms Limited Liability Company, known or identified to me (or proved to me on the oath of Drivers License), to be members or designated agents in the limited liability company of D.C. Farms Limited Liability Company, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Victoria Purser
Notary Public for Idaho

Residing at Blackfoot, Idaho

My commission expires 8/15/2019

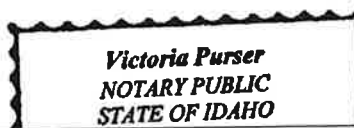


Exhibit A to the Real Estate Mortgage

1. That, according to the Company's property records relative to the following described real property, including a map if attached, (but without examination of those company records maintained and indexed by name):

PARCEL 1:

Township 1 North, Range 36 E.B.M., Bingham County, Idaho

Section 31: E $\frac{1}{2}$ E $\frac{1}{2}$

EXCEPT: Part of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31, Township 1 North, Range 36 East, B.M., Bingham County, Idaho described as: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 746.64 feet along the section line to the point of beginning; thence N 89°59'20" W 564.64 feet to the Southwest corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31; thence N 0°03'24" W 3177.18 feet along the West line of the E $\frac{1}{2}$ E $\frac{1}{2}$; thence S 89°52'36" E 1209.29 feet; thence S 00°02'02" W 219.98 feet; thence S 82°50'06" W 515.74 feet; thence N 89°52'36" W 128.01 feet; thence S 0°01'58" W 2890.66 feet to the point of beginning.

Section 32: Lot 4; W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 5: Lots 1 and 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (The latter two halves being formed by drawing a line diagonally from the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SW corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section.)

PARCEL 2:

A 50 foot Access Easement located in Section 5, Township 1 South, Range 36 East, B.M., Bingham County, Idaho described as being 25 feet both sides of the following described centerline: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 123.19 feet along the section line thence S 0°00'40" W 3612.94 feet to the north line of a county road and the point of beginning; thence following an existing field road the following twenty-four (24) courses,

thence (1) N 17°46'25" E 134.35 feet; thence (2) N 02°00'52" W 160.41 feet; thence (3) N 0°17'00" E 54.22 feet; thence (4) N 06°32'02" E 232.25 feet; thence (5) N 03°51'37" E 119.45 feet; thence (6) N 12°49'44" E 128.72 feet; thence (7) N 10°24'26" W 163.83 feet; thence (8) N 16°44'18" W 297.83 feet; thence (9) N 70°31'35" W 270.55 feet; thence (10) N 35°08'56" W 99.99 feet; thence (11) N 21°41'52" W 186.29 feet; thence (12) N 68°28'02" W 166.54 feet; thence (13) N 06°55'00" W 78.45 feet; thence (14) N 21°58'38" E 213.56 feet; thence (15) N 34°27'24" E 466.43 feet; thence (16) N 28°46'08" E 264.84 feet; thence (17) N 67°15'39" E 227.99 feet; thence (18) N 01°24'10" W 102.05 feet; thence (19) N 44°56'33" W 464.33 feet;

thence (20) N 00°02'53" E 196.14 feet; thence (21) N 17°55'16" E 132.59 feet; thence (22) N 06°20'53" W 90.79 feet; thence (23) N 12°23'41" W 115.12 feet; thence (24) N 20°27'50" W 6.54 feet to the South line of Section 31 and the point of terminus of said centerline.

PARCEL 3:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; Lot 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ that lies S. and E. of a diagonal straight line drawn from the NE corner to the SW corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ that lies S. and E. of the diagonal straight line drawn from the NE corner to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 4:

Beginning at the Northeast Corner of Section 20, Township 2 South, Range 36 East, Boise Meridian and running thence West 1317.5 feet; thence South 2645 feet; thence East 1287 feet; thence in a Northerly direction along the West line of a County Road right-of-way approximately 2648 feet to the Point of Beginning, in Bingham County, Idaho.

PARCEL 5:

A twenty foot (20) wide easement ten (10) feet each side of the following described center line in Sections 20 and 21, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point that is N. 00°14'46" E. 1332.19 feet along the Section line and S. 87°24'31" E. 50.40 feet to the TRUE POINT OF BEGINNING, all from the West Quarter corner of said Section 21, said Quarter corner is common with the East Quarter corner of said Section 20, and running thence along said center line N. 87°24'31" W. 5.75 feet to the center point of an irrigation motor; thence continuing N. 87°24'31" W. 68.25 feet to a point that is 5.0 feet Westerly of the center line of an irrigation main line that bears Northerly and Southerly to the terminus of said easement.

PARCEL 6:

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 35: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Also, All that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal,
EXCEPT That portion deeded to Bingham County for public road as disclosed by instrument recorded Book 20, page 341, further described as: The E. 25 feet of the S. 60 rods of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,

ALSO EXCEPT: Part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows: Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N. 66°18'51" W. 392.13 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement over and across the excepted tract

described immediately above for ingress to and egress from a pump and appurtenances and the land lying generally south of the said excepted tract described as follows:

A 30 foot wide easement for men, machinery and equipment, beginning on the N. at the County road and continuing Southwesterly along the W. boundary tract described immediately above to the S. boundary of said excepted tract.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho

Section 35: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal,

EXCEPT: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Canal, described as follows: Beginning at a point in an existing East-West fence line, that is N. 0°20'25" W. 1373.94 feet along the Section line, and S. 89°56'13" E. 354.51 feet from the SW corner of said Section 35, and running thence S. 89°56'13" E. 474.88 feet along said fence line, thence N. 0°20'25" W. 1192.26 feet to the Southeasterly bank of the Idaho Canal, thence along the meanderings of said Bank the following six courses; (1) S. 64°52'36" W. 218.50 feet, thence (2) S. 34°03'06" W. 339.48 feet, thence (3) S. 34°11'11" W. 174.19 feet, thence (4) S. 0°24'55" W. 94.51 feet, thence (5) S. 36°42'21" E. 303.18 feet, thence (6) S. 30°17'45" W. 322.85 feet, thence S. 0°20'25" E. 57.26 feet to the point of beginning.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho

Section 36: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the County Road.

PARCEL 6A: An access easement for ingress and egress and regress over and across the following described property:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, that is N. 00°20'25" W. 1327.45 feet along the Section line from the Southwest corner of said Section 35, and running thence N. 00°20'25" W. 103.03 feet along the section line to the North line of the property as described in Instrument No. 429311; thence N. 89°46'47" E. 200.00 feet along said north line; thence S. 00°20'25" E. 26.76 feet; thence N. 89°50'33" E. 154.36 feet; thence S. 89°56'05" E. 474.88 feet to the east line of the property as described in Instrument No. 316716; thence S. 00°20'17" E. 30.00 feet along said east line to the east line of the property as described in Instrument No. 429311; thence S. 00°31'18" E. 20.00 feet along said east line; thence S. 89°36'52" W. 196.92 feet; thence S. 88°33'31" W. 218.61 feet; thence S. 00°04'51" W. 20.68 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35; thence N. 89°55'09" W. 413.66 feet along said south line to the point of beginning.

EXCEPTING FROM Parcel 6 the following two tracts:

Tract 1: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, lying East of the Idaho Canal, described as follows: Beginning at a point that is N. 0°20'25" W. 1327.10 feet along the Section line, from the SW corner of Section 35, Township 1 South, Range 37 E.B.M.; and running thence N. 0°20'25" W. 103.38 feet to the South Bank of the Idaho Canal; thence N. 89°56'47" E. 354.51 feet along said South bank; thence S. 0°20'25" E. 57.26 feet; thence S. 89°56'13" E. 474.88 feet; thence S. 0°20'25" E. 47 feet to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N. 89°54'29" W. along said South line 829.39 feet more or less to the point of beginning.

Tract 2: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 and part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 00°15'13" W. 1322.74 feet along the section line to the NE corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35 from the SE corner of said Section 35; and running thence N. 89°54'29" W. 2637.71 feet to the NW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°54'29" W. 1314.18 feet along the South line of said N $\frac{1}{2}$ S $\frac{1}{2}$; thence N. 00°00'00" W. 48.95 feet to a fence corner; thence along a fence line the following two courses: (1) N. 89°47'01" E. 1337.45 feet; (2) thence N. 89°35'46" E. 2614.17 feet to the East line of Section 35; thence N. 89°54'35" E. 147.57 feet to the centerline of a county road; thence S. 00°07'31" E. 79.24 feet along said centerline; thence N. 89°54'29" W. 147.39 feet to the point of beginning.

PARCEL 7:

That portion of the NW¼ of Section 22, Township 1 South, Range, 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is 500 feet East of the Northwest corner of said section, thence continuing East parallel to the North Section line 1247 feet to the West Bank of the Munson Lateral Canal; thence South along the West Bank of said canal 2640 feet; thence West 1747 feet to the West Section line; thence North along the West Section line 2424 feet; thence 500 feet East; thence 216 feet North to the point of beginning.

PARCEL 8

Township 1 South, Range 35 E.B.M., Bingham County, Idaho
Section 25: E½E½SE¼

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 30: Lots 1, 2, and 3; SE¼NW¼; SW¼NE¼; NE¼SW¼; NW¼SE¼, and Beginning at the Northwest corner of the SW¼SE¼, thence East 80 rods, more or less, to the Northeast corner of said SW¼SE¼; thence South 595 feet; thence Northwesterly in a direct line 1448 feet, more or less, to the place to beginning.

PARCEL 9:

Part of the E½NW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N. 66°18'51" W. 392.13 feet to the Point of Beginning.

EXCEPTING THEREFROM: Part of the E½NW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is S.00°20'25" E. 1525.12 feet along the Section line and N. 89°39'35" E. 2351.68 feet from the NW corner of said Section 35 and running thence N. 81°47'22" E. 164.57 feet; thence N. 36°13'09" E. 155.66 feet; thence S. 09°42'00" W. 239.83 feet; thence S. 15°12'40" W. 298.84 feet; thence S. 84°37'27" W. 79.75 feet; thence S. 53°17'08" W. 127.90 feet; thence N. 05°42'04" E. 461.91 feet to the point of beginning.

PARCEL 10:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: Lot 3

PARCEL 11:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.
Section 35: The East 25 feet of the South 60 rods of the SE¼NW¼

686073

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

Instrument # 719649

BINGHAM COUNTY, IDAHO
2020-06-30 12:33:58 PM No. of Pages: 4
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
PAMELA W. ECKHARDT Fee: \$19.00
Ex-Officio Recorder Deputy JPulley
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ACCOMMODATION

MODIFICATION OF MORTGAGE,

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9
OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO.

THIS MODIFICATION OF MORTGAGE (this "**Modification**") is made to be effective as of April 20, 2020, by and among D.C. Farms Limited Liability Company, ("**Mortgagor**" or "**Grantor**"); whose address is 578 North 100 West, Blackfoot, Idaho 83221 and CHS Capital, LLC, a Minnesota Limited Liability Company (the "**Mortgagee**" or "**Lender**"), whose address is 5500 Cenex Drive, Inver Grove Heights, MN 55077, to modify that certain Mortgage issued in favor of Mortgagee dated March 2, 2017, and recorded April 25, 2017, as Instrument No.686071, records of Bingham County, Idaho (the "**Mortgage**"), which encumbers the real property described therein (the "**Real Property**").

WHEREAS, Mortgagor and Mortgagee wish to modify the Mortgage due to certain financial accommodations granted by Mortgagee to Mortgagor and a consolidation of loan obligations, as more particularly set forth in that certain Workout Agreement dated effective April 20, 2020 ("**Agreement**").

NOW, THEREFORE, in consideration of the terms and conditions hereunder the Mortgage is hereby modified as follows:

1. **Maximum Lien.** The Maximum Lien of \$4,436,200.00 is hereby deleted from the Mortgage, in its entirety. The Mortgage shall not be subjected to any maximum lien.

2. **Maturity Date .** The reference to any and all maturity dates of the Mortgage are hereby deleted and removed, including but not limited to the maturity date of February 5, 2022.

Except as hereby modified, the Mortgage remains in full force and effect according to its original terms. Capitalized words and terms not otherwise defined in this Modification shall have the meanings attributed to such terms in the Mortgage.

This Modification Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signed this 20 day of May, 2020.

MORTGAGOR:
D.C. FARMS LIMITED LIABILITY COMPANY



David B. Cooper, Member

Jamie S. Cooper
Jamie S. Cooper, Member

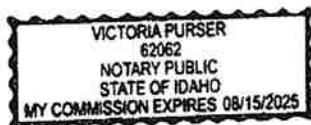
Robyn M. Case
Robyn M. Case, Member

Douglas Case
Douglas Case, Member

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Douglas Case**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Robyn M. Case**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot, Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **David B. Cooper**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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

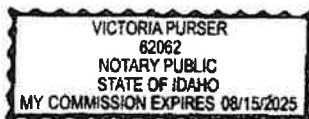


Victoria Purser
Notary Public for Idaho
Residing at Blackfoot Idaho
My commission expires 8/15/2025

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 25 day of May, 2020, before me, Victoria Purser, a Notary Public in and for said State, personally appeared **Jamie S. Cooper**, known or identified to me to be a Member of **D.C. Farms Limited Liability Company**, or the person who executed the instrument on behalf of said corporation and acknowledged to me that such company executed the same.

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



Victoria Purser
Notary Public for Idaho
Residing at Blackfoot Idaho
My commission expires 8/15/2025

MORTGAGEE:

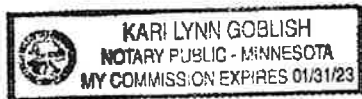
CHS CAPITAL, LLC

By: [Signature]
Name: Jedd Wennerberg
Title: Director

STATE OF MN)
) ss.
County of Dakota)

On this 25th day of May, 2020, before me, Kari Lynn Goblish, a Notary Public in and for said State, personally appeared Jedd Wennerberg, known or identified to me to be an authorized signer of **CHS CAPITAL, LLC**, the company that executed the within instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Kari Lynn Goblish
Notary Public for MN (state)
Residing at Dakota
My commission expires 1-21-23
31

RECORDATION REQUESTED BY:

CHS Capital, LLC
CHS Capital, LLC Inver Grove Heights
5500 Cenex Drive
MS 140
Inver Grove Heights, MN 55077

WHEN RECORDED MAIL TO:

CHS Capital, LLC
CHS Capital, LLC Inver Grove Heights
5500 Cenex Drive
MS 140
Inver Grove Heights, MN 55077

Instrument # 686071**BINGHAM COUNTY**

4-25-2017 02:27:09 PM No. of Pages: 12

Recorded for : 100157375 CHS

PAMELA W. ECKHARDT

Fee: 43.00

Ex-Officio Recorder Deputy

SEND TAX NOTICES TO:

D.C. Farms Limited Liability Company
578N 100W
Blackfoot, ID 83221

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**MORTGAGE****MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$4,436,200.00.

THIS MORTGAGE dated March 2, 2017, is made and executed between D.C. Farms Limited Liability Company, a limited liability company, whose address is 578N 100W, Blackfoot, ID 83221 (referred to below as "Grantor") and CHS Capital, LLC, whose address is 5500 Cenex Drive, MS 140, Inver Grove Heights, MN 55077 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Bingham County, State of Idaho:

See see attached Exhibit A to the Real Estate Mortgage, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding one (1) month, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's Interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dakota County, State of Minnesota.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any

other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Statutory Rights Not Waived. Notwithstanding any other provision of this Mortgage, Borrower and Grantor do not waive or agree to forego any of Borrower's and Grantor's statutory rights unless the waiver of such a right is expressly authorized by law.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means D.C. Farms Limited Liability Company; Golden Sunset Equipment, LLC; Rising River Enterprises; RJ Cattle, LLC; Gardner Farms; Douglas Case; David B. Cooper; Robyn M. Case; Jamie S. Cooper; and Lance I. Gardner and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means D.C. Farms Limited Liability Company.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means CHS Capital, LLC, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means All notes between Borrower and Lender to include but not limited to the Promissory Note Dated March 2, 2017, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note or Agreement. The maturity date of this Mortgage is February 5, 2022. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter

**MORTGAGE
(Continued)**

Page 8

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

GRANTOR:

D.C. FARMS LIMITED LIABILITY COMPANY

By: [Signature]
David B. Cooper, Member of D.C. Farms Limited Liability Company

By: [Signature]
Douglas Case, Member of D.C. Farms Limited Liability Company

By: [Signature]
Robyn M. Case, Member of D.C. Farms Limited Liability Company

By: [Signature]
Jamie S. Cooper, Member of D.C. Farms Limited Liability Company

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho

)
) SS

COUNTY OF Bingham

)

On this 29 day of March, in the year 20 17, before me Victoria Purser, a notary public in and for the State of Idaho, personally appeared David B. Cooper, Member of D.C. Farms Limited Liability Company; Douglas Case, Member of D.C. Farms Limited Liability Company; Robyn M. Case, Member of D.C. Farms Limited Liability Company; and Jamie S. Cooper, Member of D.C. Farms Limited Liability Company, known or identified to me (or proved to me on the oath of Drivers License), to be members or designated agents in the limited liability company of D.C. Farms Limited Liability Company, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

[Signature]
Notary Public for Idaho

Residing at Blackfoot, Idaho

My commission expires 8/15/2019

**Victoria Purser
NOTARY PUBLIC
STATE OF IDAHO**

Exhibit A to the Real Estate Mortgage

1. That, according to the Company's property records relative to the following described real property, including a map if attached, (but without examination of those company records maintained and indexed by name):

PARCEL 1:

Township 1 North, Range 36 E.B.M., Bingham County, Idaho

Section 31: E $\frac{1}{2}$ E $\frac{1}{2}$

EXCEPT: Part of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31, Township 1 North, Range 36 East, B.M., Bingham County, Idaho described as: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 746.64 feet along the section line to the point of beginning; thence N 89°59'20" W 564.64 feet to the Southwest corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31; thence N 0°03'24" W 3177.18 feet along the West line of the E $\frac{1}{2}$ E $\frac{1}{2}$; thence S 89°52'36" E 1209.29 feet; thence S 00°02'02" W 219.98 feet; thence S 82°50'06" W 515.74 feet; thence N 89°52'36" W 128.01 feet; thence S 0°01'58" W 2890.66 feet to the point of beginning.

Section 32: Lot 4; W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 5: Lots 1 and 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (The latter two halves being formed by drawing a line diagonally from the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SW corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section.)

PARCEL 2:

A 50 foot Access Easement located in Section 5, Township 1 South, Range 36 East, B.M., Bingham County, Idaho described as being 25 feet both sides of the following described centerline: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 123.19 feet along the section line thence S 0°00'40" W 3612.94 feet to the north line of a county road and the point of beginning; thence following an existing field road the following twenty-four (24) courses,

thence (1) N 17°46'25" E 134.35 feet; thence (2) N 02°00'52" W 160.41 feet; thence (3) N 0°17'00" E 54.22 feet; thence (4) N 06°32'02" E 232.25 feet; thence (5) N 03°51'37" E 119.45 feet; thence (6) N 12°49'44" E 128.72 feet; thence (7) N 10°24'26" W 163.83 feet; thence (8) N 16°44'18" W 297.83 feet; thence (9) N 70°31'35" W 270.55 feet; thence (10) N 35°08'56" W 99.99 feet; thence (11) N 21°41'52" W 186.29 feet; thence (12) N 68°28'02" W 166.54 feet; thence (13) N 06°55'00" W 78.45 feet; thence (14) N 21°58'38" E 213.56 feet; thence (15) N 34°27'24" E 466.43 feet; thence (16) N 28°46'08" E 264.84 feet; thence (17) N 67°15'39" E 227.99 feet; thence (18) N 01°24'10" W 102.05 feet; thence (19) N 44°56'33" W 464.33 feet;

thence (20) N 00°02'53" E 196.14 feet; thence (21) N 17°55'16" E 132.59 feet; thence (22) N 06°20'53" W 90.79 feet; thence (23) N 12°23'41" W 115.12 feet; thence (24) N 20°27'50" W 6.54 feet to the South line of Section 31 and the point of terminus of said centerline.

PARCEL 3:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; Lot 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ that lies S. and E. of a diagonal straight line drawn from the NE corner to the SW corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ that lies S. and E. of the diagonal straight line drawn from the NE corner to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 4:

Beginning at the Northeast Corner of Section 20, Township 2 South, Range 36 East, Boise Meridian and running thence West 1317.5 feet; thence South 2645 feet; thence East 1287 feet; thence in a Northerly direction along the West line of a County Road right-of-way approximately 2648 feet to the Point of Beginning, in Bingham County, Idaho.

PARCEL 5:

A twenty foot (20) wide easement ten (10) feet each side of the following described center line in Sections 20 and 21, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point that is N. 00°14'46" E. 1332.19 feet along the Section line and S. 87°24'31" E. 50.40 feet to the TRUE POINT OF BEGINNING, all from the West Quarter corner of said Section 21, said Quarter corner is common with the East Quarter corner of said Section 20, and running thence along said center line N. 87°24'31" W. 5.75 feet to the center point of an irrigation motor; thence continuing N. 87°24'31" W. 68.25 feet to a point that is 5.0 feet Westerly of the center line of an irrigation main line that bears Northerly and Southerly to the terminus of said easement.

PARCEL 6:

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 35: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Also, All that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal,
EXCEPT That portion deeded to Bingham County for public road as disclosed by instrument recorded Book 20, page 341, further described as: The E. 25 feet of the S. 60 rods of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,

ALSO EXCEPT: Part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows: Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N. 66°18'51" W. 392.13 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement over and across the excepted tract

described immediately above for ingress to and egress from a pump and appurtenances and the land lying generally south of the said excepted tract described as follows:

A 30 foot wide easement for men, machinery and equipment, beginning on the N. at the County road and continuing Southwesterly along the W. boundary tract described immediately above to the S. boundary of said excepted tract.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho

Section 35: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal,

EXCEPT: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Canal, described as follows: Beginning at a point in an existing East-West fence line, that is N. 0°20'25" W. 1373.94 feet along the Section line, and S. 89°56'13" E. 354.51 feet from the SW corner of said Section 35, and running thence S. 89°56'13" E. 474.88 feet along said fence line, thence N. 0°20'25" W. 1192.26 feet to the Southeasterly bank of the Idaho Canal, thence along the meanderings of said Bank the following six courses; (1) S. 64°52'36" W. 218.50 feet, thence (2) S. 34°03'06" W. 339.48 feet, thence (3) S. 34°11'11" W. 174.19 feet, thence (4) S. 0°24'55" W. 94.51 feet, thence (5) S. 36°42'21" E. 303.18 feet, thence (6) S. 30°17'45" W. 322.85 feet, thence S. 0°20'25" E. 57.26 feet to the point of beginning.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho

Section 36: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the County Road.

PARCEL 6A: An access easement for ingress and egress and regress over and across the following described property:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, that is N. 00°20'25" W. 1327.45 feet along the Section line from the Southwest corner of said Section 35, and running thence N. 00°20'25" W. 103.03 feet along the section line to the North line of the property as described in Instrument No. 429311; thence N. 89°46'47" E. 200.00 feet along said north line; thence S. 00°20'25" E. 26.76 feet; thence N. 89°50'33" E. 154.36 feet; thence S. 89°56'05" E. 474.88 feet to the east line of the property as described in Instrument No. 316716; thence S. 00°20'17" E. 30.00 feet along said east line to the east line of the property as described in Instrument No. 429311; thence S. 00°31'18" E. 20.00 feet along said east line; thence S. 89°36'52" W. 196.92 feet; thence S. 88°33'31" W. 218.61 feet; thence S. 00°04'51" W. 20.68 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35; thence N. 89°55'09" W. 413.66 feet along said south line to the point of beginning.

EXCEPTING FROM Parcel 6 the following two tracts:

Tract 1: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, lying East of the Idaho Canal, described as follows: Beginning at a point that is N. 0°20'25" W. 1327.10 feet along the Section line, from the SW corner of Section 35, Township 1 South, Range 37 E.B.M.; and running thence N. 0°20'25" W. 103.38 feet to the South Bank of the Idaho Canal; thence N. 89°56'47" E. 354.51 feet along said South bank; thence S. 0°20'25" E. 57.26 feet; thence S. 89°56'13" E. 474.88 feet; thence S. 0°20'25" E. 47 feet to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N. 89°54'29" W. along said South line 829.39 feet more or less to the point of beginning.

Tract 2: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 and part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 00°15'13" W. 1322.74 feet along the section line to the NE corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35 from the SE corner of said Section 35; and running thence N. 89°54'29" W. 2637.71 feet to the NW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°54'29" W. 1314.18 feet along the South line of said N $\frac{1}{2}$ S $\frac{1}{2}$; thence N. 00°00'00" W. 48.95 feet to a fence corner; thence along a fence line the following two courses: (1) N. 89°47'01" E. 1337.45 feet; (2) thence N. 89°35'46" E. 2614.17 feet to the East line of Section 35; thence N. 89°54'35" E. 147.57 feet to the centerline of a county road; thence S. 00°07'31" E. 79.24 feet along said centerline; thence N. 89°54'29" W. 147.39 feet to the point of beginning.

PARCEL 7:

That portion of the NW¼ of Section 22, Township 1 South, Range, 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is 500 feet East of the Northwest corner of said section, thence continuing East parallel to the North Section line 1247 feet to the West Bank of the Munson Lateral Canal; thence South along the West Bank of said canal 2640 feet; thence West 1747 feet to the West Section line; thence North along the West Section line 2424 feet; thence 500 feet East; thence 216 feet North to the point of beginning.

PARCEL 8

Township 1 South, Range 35 E.B.M., Bingham County, Idaho
Section 25: E½E½SE¼

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 30: Lots 1, 2, and 3; SE¼NW¼; SW¼NE¼; NE¼SW¼; NW¼SE¼, and Beginning at the Northwest corner of the SW¼SE¼, thence East 80 rods, more or less, to the Northeast corner of said SW¼SE¼; thence South 595 feet; thence Northwesterly in a direct line 1448 feet, more or less, to the place to beginning.

PARCEL 9:

Part of the E½NW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N. 66°18'51" W. 392.13 feet to the Point of Beginning.

EXCEPTING THEREFROM: Part of the E½NW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is S.00°20'25" E. 1525.12 feet along the Section line and N. 89°39'35" E. 2351.68 feet from the NW corner of said Section 35 and running thence N. 81°47'22" E. 164.57 feet; thence N. 36°13'09" E. 155.66 feet; thence S. 09°42'00" W. 239.83 feet; thence S. 15°12'40" W. 298.84 feet; thence S. 84°37'27" W. 79.75 feet; thence S. 53°17'08" W. 127.90 feet; thence N. 05°42'04" E. 461.91 feet to the point of beginning.

PARCEL 10:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: Lot 3

PARCEL 11:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.
Section 35: The East 25 feet of the South 60 rods of the SE¼NW¼

686071



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 16, 2021

CHS CAPITAL LLC
5500 CENEX DR
INVER GROVE MN 55077-1721

RE: Notice of Security Interest for Water Right/Permit No(s): 35-2136C, 35-2136D, 35-2137, 35-2157, 35-2158A, 35-2179E, 35-2367, 35-2399, 35-2573, 35-7144, 35-7263 & 35-8725

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: GARDNER FARMS
LANCE I GARDNER
IVAN E GARDNER
JEAN GARDNER
PACIFIC LIFE INSURANCE CO
C/O EQUITABLE AGRIFINANCE LLC
RABO AGRIFINANCE LLC