

RECEIVED ✓

DEC 21 2018

DEPT OF WATER RESOURCES
SOUTHERN 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.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	See attached Exhibit A			

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

MetLife Real Estate Lending LLC

c/o MetLife Investment Advisors

10801 Mastin Boulevard, Suite 930

Overland Park, KS 66210

Phone _____

Email _____

4. Name of Water Right Owner/Claimant(s) Global Ag Properties USA LLC5. Expiration Date of Notification Period July 5, 20336. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

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

Title, if applicable

Director

DAVID H GRANOFF

For Office Use OnlyReceived by DMDate 12-21-2018Receipt No. 5037076Fee \$975-

Processed by AJ _____

Date _____

WR DMDate 6-7-2019**SUPPORT DATA****IN FILE #** 36-2339

EXHIBIT A

Jerome County Water Rights

WR	36	2339	Decreed	Active	9/30/1957	4.4	GROUND WATER	IRRIGATION
WR	36	2340	Decreed	Active	9/26/1957	5.47	GROUND WATER	IRRIGATION
WR	36	2346	Decreed	Active	2/6/1958	3.73	GROUND WATER	IRRIGATION
WR	36	2360	Decreed	Active	10/8/1958	5.52	GROUND WATER	IRRIGATION
WR	36	2363	Decreed	Active	11/13/1958	4.4	GROUND WATER	IRRIGATION
WR	36	2389	Decreed	Active	6/15/1959	4.42	GROUND WATER	IRRIGATION
WR	36	2431	Decreed	Active	8/23/1960	4.04	GROUND WATER	IRRIGATION
WR	36	2451	Decreed	Active	12/21/1960	1.55	GROUND WATER	IRRIGATION
WR	36	4200	Decreed	Active	3/15/1974	0.84	GROUND WATER	IRRIGATION
WR	36	8403	License	Active	11/28/1988	0.31	GROUND WATER	IRRIGATION
WR	36	15165	Decreed	Active	3/15/1970	2.2	GROUND WATER	IRRIGATION
WR	36	16417	Decreed	Active	3/17/1963	0.28	GROUND WATER	IRRIGATION
WR	36	16419	Decreed	Active	9/24/1968	0.59	GROUND WATER	IRRIGATION
WR	36	16421	Decreed	Active	12/30/1983	0.13	GROUND WATER	IRRIGATION
WR	36	16423	Decreed	Active	12/13/1952	0.11	GROUND WATER	IRRIGATION
WR	36	16425	Decreed	Active	5/1/1976	0.15	GROUND WATER	IRRIGATION
WR	36	16501	Decreed	Active	3/5/1958	3.95	GROUND WATER	IRRIGATION

Owyhee County Water Rights

WR	51	2258		Decreed	Active	9/23/1965	2.5	GROUND WATER	IRRIGATION
WR	51	2259		Decreed	Active	7/25/1963	4.86	GROUND WATER	IRRIGATION
WR	51	2444		Decreed	Active	10/10/1963	3.33	GROUND WATER	IRRIGATION
WR	51	2445		Decreed	Active	11/4/1963	3.49	GROUND WATER	IRRIGATION
WR	51	7108	A	Decreed	Active	7/15/1969	3	GROUND WATER	IRRIGATION
WR	51	7108	B	Decreed	Active	7/15/1969	0.2	GROUND WATER	IRRIGATION
WR	51	7127	A	Decreed	Active	11/20/1969	0.8	GROUND WATER	IRRIGATION

WR	51	13005		Decreed	Active	12/17/1957	4.4	GROUND WATER	IRRIGATION
WR	51	13006		Decreed	Active	11/21/1960	3.55	GROUND WATER	IRRIGATION
WR	51	13007		Decreed	Active	5/22/1968	4	GROUND WATER	IRRIGATION
WR	51	13008		Decreed	Active	7/24/1968	5.76	GROUND WATER	IRRIGATION
WR	51	13009		Decreed	Active	11/21/1960	0.36	GROUND WATER	IRRIGATION
WR	51	13011		Decreed	Active	12/17/1957	0.56	GROUND WATER	IRRIGATION
WR	51	13014		Decreed	Active	11/21/1960	0.31	GROUND WATER	IRRIGATION
WR	51	13029		Decreed	Active	11/16/1962	3.38	GROUND WATER	IRRIGATION
WR	51	13030		Decreed	Active	11/16/1962	1.4	GROUND WATER	IRRIGATION
WR	51	13031		Decreed	Active	3/22/1968	3.61	GROUND WATER	IRRIGATION
WR	51	13032		Decreed	Active	3/22/1968	0.39	GROUND WATER	IRRIGATION
WR	51	13033		Decreed	Active	11/16/1962	4.58	GROUND WATER	IRRIGATION
WR	51	13034		Decreed	Active	11/16/1962	1.78	GROUND WATER	IRRIGATION
WR	51	13035		Decreed	Active	11/21/1960	1.77	GROUND WATER	IRRIGATION
WR	51	13037		Decreed	Active	10/25/1951	2.43	GROUND WATER	IRRIGATION

When Recorded: 12/19/2018
First American Title Insurance Company
National Commercial Services
2 Liberty Place, 50 S 16th St., Suite 2600
Philadelphia, PA 19102
File No. NCS

First American
National Commercial Services
2 Liberty Place
Philadelphia, PA 19102
File No. NCS

RECORDING REQUESTED BY AND
AFTER RECORDING, MAIL TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101
Attention: Virginia M. Pedreira

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
2 Liberty Place, 50 S 16th St., Suite 2600
Philadelphia, PA 19102
File No. NCS 121909-15

Instrument # 2185270

JEROME COUNTY, JEROME, IDAHO
12-19-2018 10:42:30 AM No. of Pages: 34
Recorded for: FIRST AMERICAN TITLE INS CO PHILAD
MICHELLE EMERSON Fee: \$67.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

Space Above this Line for Recorder's Use

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

(Jerome County, Idaho)

DATED: December 19th, 2018

BY: GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company
Having an address of:
2004 Fox Drive, Suite L
Champaign, IL 61820

GRANTOR

TO: METLIFE REAL ESTATE LENDING LLC,
a Delaware limited liability company
Having an address of:
10801 Mastin Street, Suite 930
Overland Park, KS 66210
Attn: LMG Director

MORTGAGEE

Mortgage
GAPUS 27
Global Ag Properties
Loan Nos. 199723 and 199724
99351116.1 0053564-00358

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Mortgage**") is made and entered into as of December ___, 2018, by GLOBAL AG PROPERTIES USA LLC, a Delaware limited liability company, as Grantor ("**Grantor**"), to METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company, as Mortgagee ("**Mortgagee**"). Grantor is the owner of the real property located in Jerome County, Idaho, described on Exhibit A attached hereto (the "**Land**").

Mortgagee has agreed to make a loan to Grantor and SUGARLOAF VINEYARD LLC, a Delaware limited liability company ("**Sugarloaf**", and individually and together with Grantor, "**Borrower**"), in the aggregate principal amount of up to

on certain terms and conditions set forth in the Loan Documents defined herein (the "**Loan**"). The Loan will be disbursed in multiple disbursements under the terms of that certain Loan Agreement dated as of even date herewith executed between Borrower and Mortgagee (as amended from time to time, the "**Loan Agreement**"). The Loan is evidenced by and shall be repayable with interest according to the terms of (i) that certain Promissory Note (Note A) in the original principal amount of

("Note A"), and (ii) that certain Promissory Note (Note B - RELOC) in the original principal amount of up to

("Note B"), each dated as of even date herewith and made by Borrower to the order of Mortgagee. Note A and Note B, and any renewals, extensions or modifications thereof, are collectively referred to as the "**Notes**." Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

Note B is a revolving line of credit and amounts repaid thereunder may be re-borrowed and repaid under the terms of Note B and the Loan Agreement.

The Security Instruments (as defined below), the Notes, the Loan Agreement, any assignments, pledge agreements and any related documents, other than the Unsecured Indemnity Agreement executed by Borrower and Guarantor (the "**Indemnity Agreement**") and the Guaranty executed by TIAA-CREF Global Agriculture LLC, a Delaware limited liability company ("**Guarantor**"), in connection with the Loan (the "**Guaranty**"), are collectively herein referred to as the "**Loan Documents**."

The term "**Indebtedness**" as used in this Mortgage shall mean:

(a) the principal, interest and other amounts payable under the Notes and the other Loan Documents;

(b) any other amounts that Mortgagee may in its discretion loan to Borrower, with interest thereon, under a written agreement stating that they are intended to be secured hereby;

(c) any amounts expended or advanced by Mortgagee to protect or preserve the Property or the lien created hereby on the Property or to discharge obligations of Borrower hereunder or under any of the other Loan Documents or expenses incurred by Mortgagee to enforce obligations of Borrower, as permitted under the Loan Documents (but excluding the Indemnity Agreement);

(d) prepayment premiums as described in the Notes; and

(e) all other obligations owing to Mortgagee under the terms of this Mortgage and the other Loan Documents.

The Indebtedness secured hereby does not include the obligations under the Indemnity Agreement or the Guaranty, all of which are unsecured obligations.

The Indebtedness is also secured by (i) one or more Deeds of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, and (ii) one or more Mortgages, Security Agreement, Assignment of Rents and Leases and Fixture Filing, each granted by Grantor or Sugarloaf, as of the date of this Mortgage or subsequent hereto (collectively, the **"Security Instruments"**).

FOR VALUE RECEIVED, and in order to secure the Indebtedness and other obligations of Borrower hereafter set forth, Grantor irrevocably mortgages, grants, assigns, transfers and conveys to Mortgagee, all of Grantor's right, title and interest, now held or hereafter acquired in and to the following:

A. The Land, together with all estates, rights, title, interest and estate of Grantor in and to said property including without limitation all of Grantor's right, title and interest in any oil, gas and mineral rights with respect to the Land and all appurtenances and entitlements (the **"Real Property"**);

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) all houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, silos, storage bins, metal sheds and buildings, wells, casings, water towers, utility and pipelines, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) controlled atmosphere equipment, (vi) all tanks, barrels, racks, and other goods, equipment and fixtures used in the operation of the agricultural facilities, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by,

through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

C. All present and future income, rents, issues, profits and revenues of the Real Property and the Crops (defined below) from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Grantor for the benefit of Mortgagee and/or the Real Property, Tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Grantor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Grantor of, in and to the same (the "**Proceeds**"); reserving only the right to Grantor to collect the same as long as no default or Event of Default as defined in Section 12 below shall have occurred;

D. All improvements, equipment and fixtures now owned or hereafter acquired by the Grantor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon or used in connection therewith, wherever located, including (i) all wells, irrigation pumps, motors, pipes, sprinklers, drip-line and emitters, filters, water measurement, meters and control structures and other irrigation equipment, including, without limitation, the specific items described in **Exhibit B** attached hereto and incorporated herein, (ii) appliances, pool equipment, and affixed furnishings, (iii) all trellises, wind machines and other frost protection equipment; (iv) all trees, vines and other permanent plantings, and (v) all additions, substitutions for, or replacements of, the foregoing (the "**Improvements**");

E. All rights in and to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Real Property or used in connection with the Real Property, including: (a) all rights to underground water on, under, extracted pursuant to or otherwise attributable to the rights evidenced by any groundwater rights; (b) all water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights, drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies, including, without limitation, the water rights described in **Exhibit C** attached hereto and incorporated herein; (c)

all water and water inventory in storage, including all credits for stored water; (d) all rights under well, pump, filter and water sharing agreements; and (e) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to use, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water (the rights and interests described in this paragraph will be referred to as the "**Water Rights**");

F. All minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the Real Property, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("**Minerals**");

G. All estates, tenements, hereditaments, privileges, easements, franchises, licenses, permits and other rights appurtenant to the Real Property, including: (a) all rights, permits, licenses, and other entitlements authorizing Grantor to use the Property as it presently is being used or as Grantor intends to use it, or both, (b) all rights of way used in connection therewith or as a means of access thereto, (c) the U.S. Department of Agriculture, Farm Services Agency ("**FSA**") crop base and any similar governmental entitlements from time to time allocated to the Real Property, (d) all rights to drain the Real Property and to dispose of irrigation water from the Real Property, together with all drainage easements and rights in drainage districts, and (e) all rights in cooperative associations for milling, ginning, grinding, storage, and marketing of crops and produce from the Real Property (the rights and interests described in this paragraph will be referred to as the "**Appurtenant Rights**");

H. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including the Leases and the Contracts defined herein (the "**Intangibles**");

I. All of Grantor's right, title and interest in and to crops now or hereafter grown, growing or to be grown on the Real Property, including, without limitation, harvested crops, farm products, seed and propagative portions of plants (the "**Crops**");

J. All intellectual property rights now or hereafter held by Grantor with respect to trees, bushes, plants or other permanent plantings now or hereafter growing on the Real Property, including, without limitation, proprietary rights, all trademarks, patents or patent licenses;

K. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and

L. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the

property described in the preceding clauses; provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing.

The personal property and the Real Property described in paragraphs A through I. above are referred to collectively as the "**Property.**"

Grantor grants to Mortgagee a security interest in the Crops, Proceeds, Water Rights, Improvements, Intangibles, Minerals, and all accounts, general intangibles and instruments evidencing or constituting proceeds of the foregoing, together with all other of the foregoing constituting personal property.

This Mortgage, the assignment of the Proceeds and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under the Loan Documents (excepting the obligations under the Indemnity Agreement) and are given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform:

1. **Payment and Performance.** Grantor shall pay to Mortgagee promptly when due all amounts, payment of which is secured by this Mortgage, and shall strictly perform all obligations imposed upon Grantor by this Mortgage.

2. **Possession and Maintenance of the Property.**

2.1 **Possession.** Prior to an Event of Default, as described in Section 12, Grantor may remain in possession and control of and operate and manage the Property and collect the Proceeds from the Property.

2.2 **Duty to Maintain.** Grantor shall maintain or cause to be maintained the Real Property in good condition and promptly perform all repairs and maintenance reasonably necessary to preserve its value. The agricultural portion of the Real Property shall be cultivated in accordance with good husbandry practices and all farming and property operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Grantor shall operate and maintain, or cause to be operated and maintained, the trees, permanent plantings, fixtures, and facilities on the Real Property in accordance with good agricultural and business practice prevailing in the county in which the Property is located.

2.3 **Nuisance, Waste.** Grantor shall not conduct or permit any nuisance and shall not commit or suffer any waste on the Real Property.

2.4 **Removal of Improvements.** Grantor shall maintain and shall not demolish or remove any Improvements from the Real Property without the prior written consent of Mortgagee, except that Grantor shall be entitled, without Mortgagee's consent, to demolish or

remove Improvements of a *de minimis* nature that (a) do not relate to the agricultural use of the Real Property, (b) are in accordance with Grantor's budgeted for capital improvements and are consistent with good husbandry and farming practices, or (c) are immaterial to the use or value of the Real Property. Mortgagee shall consent if Grantor makes arrangements in advance satisfactory to Mortgagee to replace any material improvement which Grantor proposes to remove with those of at least equal value. "**Improvements**" shall include all existing and future improvements now or hereafter installed on or attached to the Real Property, and fences, vines, trees, bushes and irrigation and frost protection equipment.

2.5 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Real Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized and sufficient funds are reserved or bonded by Grantor, as determined by Mortgagee, to provide for any related loss, costs, penalties or adverse determination.

2.6 **Duty to Protect.** Grantor shall do all other acts, in addition to those set forth in this Mortgage, that from the character and use of the Real Property are reasonably necessary to protect and preserve the security and the security interest of Mortgagee.

2.7 **Water Rights.** All existing Water Rights benefiting or available to the Real Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits, or delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located, and pay all related fees and assessments prior to delinquency. Grantor represents and warrants to Mortgagee that none of the Real Property is subject to Reclamation Law. For purposes of this Mortgage, "**Reclamation Law**" means the Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto and all rules and regulations promulgated thereunder.

2.8 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at reasonable times to attend to Mortgagee's interest and to inspect the Property and, upon reasonable advance notice to Grantor, to inspect any and all financial and other records related to Grantor's operations on the Property. Any such inspection of Grantor's financial and other records related to Grantor's operations shall take place at Grantor's principal place of business in Champaign, Illinois.

2.9 **Patented and Trademarked Varieties.** Grantor shall not plant on the Real Property, or graft to any trees or vines on the Real Property, patented or trademarked varieties of crops, bushes, trees or vines unless Grantor owns the patent or trademark for such trees, vines or rootstock or a license to plant or graft such trees, vines or rootstock which is transferable to a successor owner of the Real Property.

2.10 **Operations on Property.** Grantor shall ensure that all operations of the Property conform to the standards of husbandry in the geographic area in which the Land is located and shall, at all times, act so as to minimize erosion and depletion of the soil. Grantor shall ensure that all wastewater or other discharges to the environment are conducted in conformance with current industry practices and all current regulatory requirements. Grantor shall use the Property solely for agricultural production and directly related purposes (which may include farm worker housing).

3. **Taxes and Liens.**

3.1 **Payment.** Grantor shall pay when due all taxes, assessments and water charges levied against or on account of the Real Property, including without limitation all water and utility district liens and assessments, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Real Property free of any liens, charges or encumbrances except for the lien of this Mortgage, Permitted Encumbrances (defined below), and of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 **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 Mortgagee's interest in the Real Property is not jeopardized, as determined by Mortgagee, and sufficient funds are reserved by Grantor, as determined by Mortgagee, to provide for any related loss, cost, payment, penalty or adverse determination. If the Real Property is subjected to a lien (except for liens for taxes and assessments that are not yet due) which is not discharged within thirty (30) days, Grantor shall deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien, plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Grantor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Grantor shall satisfy any final adverse judgment before enforcement against the Real Property.

3.3 **Evidence of Payment.** Grantor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee on its demand.

3.4 **Notice of Construction.** Grantor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Real Property if a construction lien could be asserted on account of the work,

services or materials and the cost exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). On Mortgagee's request, Grantor will promptly furnish advance assurances satisfactory to Mortgagee that Grantor can and will pay the cost of such improvements.

3.5 **Farm or Agricultural Classification.** Grantor agrees to maintain the farm use or agricultural lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment or zoning as farm use or agricultural lands. Notwithstanding anything contained herein to the contrary, Grantor may change the use of the Real Property from an annual crop to a permanent crop or vice versa and Mortgagee specifically acknowledges that portions of the Real Property may currently be assessed as residential/commercial use.

4. **Insurance.**

4.1 **Casualty Insurance.**

(i) Grantor shall carry such casualty insurance as is customarily carried on improvements of the nature owned by Grantor. Grantor shall not be required to carry crop destruction or damage insurance upon the Crops produced upon the Real Property.

(ii) Grantor shall promptly notify Mortgagee of any material loss or damage to the Property. Mortgagee may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Proceeds shall be paid as set forth in the Loan Agreement.

(iii) Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property and Grantor shall assist Mortgagee in obtaining the related assignment.

4.2 **Liability Insurance.** Grantor shall procure and maintain in force such policies of liability insurance as are currently carried by owners of similar properties in Idaho and as Mortgagee may reasonably require including, but not limited to, comprehensive liability coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and a minimum aggregate limit of Two Million and 00/100 Dollars (\$2,000,000.00) with an endorsement showing Mortgagee as an additional insured.

4.3 **Flood Insurance.** Grantor shall procure and maintain such other insurance as may, from time to time, be reasonably required by Mortgagee against other insurable hazards, including but not limited to flood.

4.4 **Insurance Carriers and Certificates.** All insurance policies required hereby shall be issued by companies reasonably satisfactory to Mortgagee on forms, terms and conditions and with deductibles reasonably satisfactory to Mortgagee, all such policies shall be continuously maintained and in full force and effect without material modification for reduction

in scope or amount of coverage. Certificates evidencing such insurance and providing thirty (30) days' notice to Mortgagee prior to any cancellation or material reduction in coverage shall be provided to Mortgagee at closing and maintained current at all times.

5. Warranties of Grantor.

5.1 **Title.** Grantor warrants that it holds indefeasible and marketable fee title to the Real Property, and merchantable fee title to all of the remainder of the Property, free of all encumbrances other than those set forth in the title insurance policy to be issued to Mortgagee at closing, and leases or other exceptions permitted by the Loan Agreement (the "**Permitted Encumbrances**").

5.2 **Defense of Title.** Subject to the Permitted Encumbrances, Grantor warrants and will forever defend the title to the Property (including without limitation all Water Rights) 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 Mortgagee under this Mortgage, Grantor shall defend the action at its expense.

5.3 **Business Purposes.** Grantor warrants that Grantor is engaging in this transaction exclusively for business, commercial or investment purposes.

5.4 **No Litigation.** Grantor represents and warrants that there is no litigation pending or, to the current actual knowledge of its members, partners, or officers, threatened against Grantor which will substantially adversely affect the ability of Grantor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Grantor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

5.5 **Patented and Trademarked Varieties.** To the extent there are permanent plantings, there are not currently growing on the Real Property any trees, plants, vines or other permanent plantings that are covered by any trademark or patent or pending patent or trademark application other than those which (i) the Grantor has the right to sell and encumber without the consent of, or paying a fee to, any third party or for which it holds a duly issues license, or (ii) with regard to those owned by a Tenant, the Grantor has the right to remove at the expiration of a Tenant's lease.

5.6 **Water.** The Water Rights afford the continuing, enforceable right to receive irrigation water on the Real Property from such sources, in such quantities and at such times and locations as has historically been available to the Real Property without interruption or substantially increased cost, and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed farming operations on the Real Property.

5.7 **Office of Foreign Asset Control.** Grantor represents that, and agrees to furnish Mortgagee on request evidence confirming that neither Grantor nor any partner, member or stockholder of Grantor is, and no legal or beneficial interest in a partner, member or stockholder of Grantor is or will be held, directly or indirectly by persons or entities appearing on a US Treasury Office of Foreign Assets Control ("OFAC") list, with respect to which entering into transactions with such a person or entity would violate the laws and regulations administered by OFAC or any other law. At all times throughout the term of the Loan, Grantor and all of its respective affiliates shall be in full compliance with all applicable orders, rules, regulations and recommendations of OFAC.

6. **Condemnation.**

6.1 **Application of Net Proceeds.** If all or any part of the Real Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation in excess of \$100,000 be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Real Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this Section 6 shall apply and shall not be considered a transfer for purpose of Section 9 hereof.

6.2 **Proceedings.** If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. In the event Mortgagee has reasonable grounds for insecurity with regard to Grantor's performance of its obligations under this Section 6, Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any reasonable compromise or settlement in connection with such taking or damage, and to obtain and distribute all compensation, awards or other relief therefor to which Grantor may be entitled in accordance with Paragraph 6.1.

7. **Imposition of Tax By State.**

7.1 **State Taxes Covered.** The following shall constitute state taxes to which this Section 7 applies:

(a) A specific tax upon deeds of trust or mortgages or upon all or any part of the indebtedness secured by a deed of trust or mortgage.

(b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a deed of trust or mortgage.

(c) A tax on a deed of trust or mortgage chargeable against the beneficiary or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor (other than Mortgagee's income or gross receipts taxes).

7.2 **Remedies.** If any state tax to which this Section 7 applies is enacted subsequent to the date of this Mortgage and this Mortgage becomes subject to such tax, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Grantor lawfully pays the tax or charge imposed by the state tax;
and

(b) Grantor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

8. **Intentionally Omitted.**

9. **Transfer By Grantor.**

9.1 **Prohibition of Transfer Without Consent.** Except as permitted under the terms of the Loan Agreement, Grantor shall not sell, agree to sell, assign, partition, convey, subcontract, mortgage or otherwise transfer or encumber any fee interest or leasehold interest of more than five years of any part or all of the Property or any interest in the Property, including without limitation any interest in the Water Rights (other than Permitted Encumbrances as defined in the Loan Agreement), without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Grantor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Grantor's obligations under this Mortgage. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events without Mortgagee's prior written consent, or except as otherwise specifically allowed under the Loan Agreement, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest or mortgage or other lien in, all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court;

(c) Any lease of the Property with a term longer than five (5) years except as permitted under the Loan Agreement;

(d) Any of the above events occurs with respect to any portion of the Water Rights; and

(e) Any sale, transfer or assignment in any manner of membership interests in Grantor which are not expressly permitted upon the terms and conditions stated in the Loan Agreement.

9.2 **Condition to Consent.** As a condition of its consent to any transfer of the Real Property where consent is required under Section 9.1 above, Mortgagee may in its discretion impose a reasonable service charge and may increase the interest rate of the Indebtedness and impose such additional conditions as Mortgagee may then determine to be consistent with Mortgagee's underwriting standards and practices then in effect.

9.3 **Effect of Consent.** Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this Section 9. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

10. **Security Agreement; Security Interest.**

10.1 **Security Agreement.** This instrument shall constitute a security agreement with respect to Grantor's right, title and interest in and to the Proceeds, Crops, Water Rights, Improvements, Intangibles, Proceeds, Minerals and any other equipment and personal property included in the description of the Property, and Grantor hereby grants to Mortgagee a security interest therein.

10.2 **Security Interest.** Grantor authorizes Mortgagee to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto necessary to perfect and continue Mortgagee's security interest in the Property. Upon request by Mortgagee, Grantor shall take whatever other action is reasonably requested by Mortgagee to perfect and continue Mortgagee's security interest in the Property. Grantor hereby appoints Mortgagee as Grantor's attorney-in-fact for the purpose of executing or filing any documents

necessary to perfect or continue the security interest granted therein. Grantor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest.

10.3 **Fixture Filing.** This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "**Property**" as used herein and with respect to any goods or other personal property that may now be or hereafter become such fixtures. The Grantor is the record owner of the Property. Grantor shall be deemed the "**Debtor**" with the address set forth for Grantor in Section 14.5 hereof. Mortgagee shall be deemed to be the "**Secured Party**" with the address set forth for Mortgagee in Section 14.5 hereof and shall have all of the rights of a secured party under the Uniform Commercial Code. This Mortgage covers goods which are or are to become fixtures.

10.4 **Representations, Warranties and Covenants.** Grantor hereby represents, warrants, and covenants as follows:

(a) Grantor warrants that (i) Grantor's (that is, "**Debtor's**") name, identity, and principal place of residence/state of organization are as referred to in the first paragraph of this Mortgage, (ii) Grantor has not operated the Property under any other name; and (iii) the location of all tangible personal property collateral is upon the Land. Grantor covenants and agrees that Grantor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (ii) of this Section 10.4 within thirty (30) days of the effective date of any such change, and Grantor authorizes the filing or recording of any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status. Grantor shall provide to Mortgagee upon request, certified copies of any searches of UCC records deemed necessary or appropriate by Mortgagee to confirm the first priority status of its security interest in the personal property, together with copies of all documents or records reflected therein.

(b) The security interest held by Mortgagee shall cover cash and non-cash proceeds of the personal property, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of any of the personal property by Grantor, which sale or other disposition is hereby expressly prohibited without the Mortgagee's prior written consent, other than sales of crops in the ordinary course of the farming operations conducted on the Property.

(c) All of the Property is and shall be owned by Grantor, and is not and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Grantor, except to the extent Mortgagee consents in writing to any lease of any of such property, which consent shall not be unreasonably withheld or conditioned. Grantor shall not create or cause to be created any security interest covering any of the personal property,

other than (1) the security interest created herein in favor of Mortgagee, (2) the rights of Tenants lawfully occupying the Property pursuant to Leases approved by Mortgagee, (3) the Permitted Encumbrances, or (4) security interests otherwise permitted under the Loan Agreement.

10.5 Assignment of Leases and Contracts.

10.5.1 As additional collateral and to further secure the Indebtedness and other obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee and its successors and assigns, and grants to Mortgagee, its successors and assigns, a security interest in, all of Grantor's right, title, and interest in, to, and under all leases, subleases, water bank and water supply leases, tenant contracts, rental agreements, franchise agreements, water and well agreements, management agreements, crop purchase agreements and management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants or other parties thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of money for the sale use of any portion of the Property or any part thereof whether such user or occupier is tenant, invitee, purchaser, contract party or licensee (all of the foregoing hereafter referred to collectively as the "**Leases and Contracts**" and individually as a "**Lease or Contract**", and said tenants, invitees, purchasers, contract parties and licensees are hereafter referred to collectively as "**Tenants and Contract Parties**" and individually as "**Tenant or Contract Party**" as the context requires), which Leases and Contracts cover or related to all or portions of the Property; together with all of Grantor's right, title, and interest in and to all Proceeds which shall include all income, rents, issues, royalties, profits, rights and benefits and all Tenants' and Contract Parties' security and other similar deposits derived with respect to the Leases and Contracts and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, crop proceeds, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and Contracts and the Proceeds to Mortgagee, and not just to create a security interest.

10.5.2 Grantor hereby represents, warrants, and agrees as follows:

(a) Grantor is the sole holder of the landlord's interest under the Leases, or the owner's interest under the Contracts, as applicable and is entitled to receive the Proceeds under the Leases and Contracts from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred; and

(b) Grantor has made no pledge or assignment of the Leases and Contracts or Proceeds, other than to Mortgagee, and Grantor shall not, after the date hereof, make or permit any such pledge or assignment.

10.5.3 Grantor hereby covenants and agrees that Grantor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant or Contract Party of or with respect to the whole or any part of the Property to pay all rentals and other Proceeds to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so, and to recognize Mortgagee as the successor to Grantor under the respective Leases and Contracts should Mortgagee elect to enforce its rights thereunder.

10.5.4 Although this Mortgage constitutes an absolute, present and current assignment of all Proceeds, as long as no Event of Default as described in Section 12 on the part of the Grantor shall have occurred, Mortgagee shall not demand that such Proceeds be paid directly to Mortgagee, and Grantor shall have a license to collect, but not more than one (1) accrual period prior to the due date thereof all such Proceeds from the Property (including, without limitation, all rental payments and other proceeds due under the Leases and Contracts).

11. **Reconveyance on Full Performance.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage and the Loan Documents, Mortgagee shall execute and deliver to Grantor a full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file and any other lien, encumbrance or other cloud on title created as a result of this transaction. The reconveyance and filing fees shall be paid by Grantor.

12. **Default.** The following shall constitute Events of Default under this Mortgage and other Loan Documents:

(a) Failure of Borrower to pay any portion of the Indebtedness when due and such failure shall continue for a period of five (5) business days thereafter.

(b) Failure of Borrower within the time required by this Mortgage, but in any event prior to delinquency, to make any payment for taxes, assessments, insurance or for reserves for such payment, or any other payment necessary to prevent filing of or discharge of any lien.

(c) Transfer (either voluntarily or by operation of law), as defined in Section 9 hereof, of any part or interest in the Property or Borrower without the prior written consent of Mortgagee except as expressly permitted herein.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower, except in connection with a transfer approved by Mortgagee pursuant to Section 9 hereof or unless cured within ten (10) days' notice to Grantor; the

commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver, trustee, or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a voidable preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property of Borrower which is not discharged or bonded in the manner permitted by Section 3.2 above.

(e) Failure of Grantor to perform any other obligation under this Mortgage within thirty (30) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Grantor concerning default in performance of the same obligation.

(f) The material inaccuracy of any representation or warranty made pursuant to the Loan Documents or any failure to perform under the Loan Documents beyond any applicable grace period.

(g) The occurrence of a default or Event of Default under any of the Security Instruments or any other mortgage or security instrument now or hereafter securing the Indebtedness or any other documents, agreements, or indemnities evidencing, securing or relating to the loans secured thereby, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(h) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(i) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

13. Rights and Remedies on Default.

13.1 **Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies or any other remedies available under applicable law:

(a) Mortgagee may declare all or any portion of the Indebtedness immediately due and payable. Any such portion not so accelerated shall remain due and payable as stated in the instruments that evidence the same and may be accelerated thereafter if any default exists under this Mortgage or any of the Security Instruments.

(b) Mortgagee shall have the right to foreclose any of the Property encumbered by any one or all of this Mortgage and the Security Instruments by judicial foreclosure, in accordance with and to the extent allowed by applicable law.

(c) Intentionally omitted.

(d) If this Mortgage is foreclosed by judicial procedure, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Mortgage exceeds the net sale proceeds payable to Mortgagee. No such judgments shall affect or impair Mortgagee's rights and remedies under part (j) of this Section.

(e) With respect to all or any part of the Property that constitutes personalty, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the personal property, separately or together, in accordance with the unified sale procedures set forth in the Uniform Commercial Code as adopted in Idaho.

(f) Mortgagee shall have the right, without notice to Grantor, to take possession of the Property and collect the Proceeds, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any Tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Proceeds are collected by Mortgagee, then Grantor irrevocably designates Mortgagee 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 Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

(g) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Proceeds from the Property and apply the Proceeds, over and above cost of the receivership, against the Indebtedness. Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income therefrom, ex parte, without notice, and without regard to the sufficiency or value of any security for the

obligations secured hereby or the solvency of any party bound for its payment, the expenses of which shall be secured by this Mortgage. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

(h) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(i) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, the Loan Documents or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise whether or not specified herein.

(j) Mortgagee shall have such remedies as are provided in any of the Security Instruments or any other assignments, security agreements, or instruments securing the debts secured by any of the Security Instruments. Grantor acknowledges and agrees that this Mortgage and any or all of the Security Instruments may be judicially or non-judicially foreclosed contemporaneously or incrementally in such order as Mortgagee may elect, and that such judicial or non-judicial foreclosure shall not preclude any subsequent foreclosure so long as any portion of the debts secured by any or all of them remains outstanding.

13.2 **Rights of Receiver or Mortgagee-in-Possession.** Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

(a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling Crops (other than Crops owned by Tenants), enforcing and taking actions as landlord under any Leases, and make reasonable expenditures for all maintenance, tax obligations and improvements as in its reasonable judgment are proper;

(b) Collect the Proceeds from the Property and apply such sums to the expenses of use, operation and management; and

(c) At Mortgagee's option, complete any construction or development operations in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this Section 13.2. The amounts borrowed or advanced shall bear

interest from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Grantor on demand.

13.3 **Sale of the Property.** In exercising its rights and remedies, the Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the Property.

13.4 **Waiver; Election of Remedies.** A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

13.5 **Attorneys' Fees; Expenses.** In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion 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 from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, consultants' fees, attorneys' opinions, and title insurance. Grantor shall and does hereby agree that, if all or a portion of the principal sum of the Notes have, prior to the maturity date fixed in the obligation, become due or been declared due by reason of an Event of Default, the entire amount then due under the terms of this Mortgage and the Notes shall include all attorneys' fees and costs and expenses which are actually incurred as stated above.

The statutes referred to above shall include any successor or replacement statutes or provisions.

14. **Miscellaneous.**

14.1 **Time of Essence.** Time is of the essence of this Mortgage.

14.2 **Binding Upon Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustees, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. All of the grants, covenants, terms, provisions and

conditions herein contained shall run with the Real Property and shall apply to, bind and inure to the benefit of, the successors and assigns of Grantor and Mortgagee.

14.3 **Security Agreement.** In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

14.4 **Expenditure by Mortgagee.** If Grantor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Grantor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate provided in the Notes, but in any event not at a rate higher than the maximum rate permitted by law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Grantor's default.

14.5 **Notices.** Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person directly or by national overnight courier service, or, if mailed, shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Mortgagee:

MetLife Real Estate Lending LLC
c/o MetLife Investments Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: LMG Director

With a copy to:

MetLife Investment Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: Legal Department

And a copy to:

MetLife Investment Advisors, LLC
6750 Poplar Avenue, Suite 109
Germantown, Tennessee 38138
Attn: Regional Director

If to Grantor:

Global Ag Properties USA LLC
c/o Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Michael Stockburger

With a copy to: Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Duane Nelson

And a copy to: Meyer Capel, a Professional Corporation
306 W. Church Street
Champaign, IL 61820
Attn: Jeffrey M. Davis

Any party may change its address for notices by written notice to the other. Notices may be given by electronic transmission if a hard copy is also delivered thereafter, with such notice to be effective when received during business hours or the next business day following electronic receipt if received outside of business hours.

14.6 **Homestead Rights.** Grantor expressly waives any and all homestead and exception rights now or hereafter available under Idaho or Federal law.

14.7 **Jury Trial Waiver.** To the extent now or hereafter permitted by applicable law, the Grantor and by its acceptance hereof, the Mortgagee, hereby waive any right to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Mortgage or any other Loan Document, or (ii) arising from any lending relationship existing in connection with this Mortgage or any other Loan Document, and the Grantor and by its acceptance hereof, the Mortgagee, agree that any such action or proceeding shall be tried before a judge and not before a jury.

14.8 **Invalid Provisions to Affect No Others.** If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected.

14.9 **Changes in Writing.** This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

14.10 **Applicable Law.** The laws of the State of Idaho shall be applicable for the purpose of construing and determining the perfection and validity of this Mortgage and for determining the enforcement and the rights and remedies of Mortgagee hereunder.

14.11 **Joint and Several.** The obligations of each person comprising Grantor hereunder, if more than one, shall be joint and several.

14.12 **Related Obligations.** By executing, delivering and accepting this Mortgage, Grantor and Mortgagee acknowledge and agree that unless, until and to the extent provided otherwise in the Loan Agreement or a subsequent written agreement executed by Mortgagee:

(a) this Mortgage secures all of the indebtedness and obligations arising under the Notes and the other Loan Documents evidencing or securing the Loan (except the Indemnity Agreement and the Guaranty), together with all interest thereon and other sums due or to become due and obligations to be performed in connection therewith, all in such order as Mortgagee may from time to time elect;

(b) the Notes are secured by this Mortgage and the Security Instruments;

(c) any default under the Loan Agreement, the Notes, the Loan Documents, the Security Instruments or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same shall constitute an Event of Default under this Mortgage;

(d) Mortgagee shall have the right to exercise any remedies under the Loan Agreement and Security Instruments against the Property or against any one or more properties or all of the properties encumbered by the Security Instruments at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties;

(e) a result of the structure of the Loan is that all of the collateral now or hereafter encumbered by all of the Security Instruments, regardless of the form by which it is encumbered or the ownership, shall be security for the repayment of each of the Notes, and shall be available to satisfy the obligations incurred in connection with the entire Loan and each Note;

(f) a default by Borrower under any Note or the Loan Documents could result in the judicial or non-judicial sale of some or all the collateral for the Loan, and the application of the proceeds from such sale to complete or only partial satisfaction of the joint and several obligations of Borrower under any of the Notes or other Loan Documents; and

(g) Grantor acknowledges and agrees that the lien of this Mortgage is part of a larger pool of collateral collectively, jointly and severally securing the Notes. Accordingly, Mortgagee may foreclose this Mortgage and the other Security Instruments, simultaneously or successively and any such foreclosure shall not operate to satisfy the Indebtedness.

14.13 **Exhibits.** The following exhibits are attached to this Mortgage and incorporated herein by reference:

Exhibit A - Real Property Description
Exhibit B - Certain Irrigation Equipment
Exhibit C - Water Rights

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date first above written.

GRANTOR:

GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors, LLC
a Delaware limited liability company,
Its Manager

By: Kenny Traynor
Name: Kenny Traynor
Its: Managing Director

[Grantor Acknowledgement]

STATE OF TENNESSEE

COUNTY OF Shelby

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Kenny Trayton with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Managing Director of Nuveen Alternatives Advisors, a limited liability company, and that as such Managing Director being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company.

Witness my hand and official seal at office at M/STN on this the 7th day of December, 2018.



[Signature]
Notary Public

Commission Expires: 1-20-2020

**EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

Legal Description of Land:

The following real property situated in the State of Idaho, County of Jerome:

TRACT 70: GAPUS 27 Wickel

TRACT I:

**TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO**

**SECTION 4: SOUTHWEST QUARTER NORTHEAST QUARTER, SOUTH HALF
NORTHWEST QUARTER, SOUTHWEST QUARTER
SECTION 9: NORTHEAST QUARTER NORTHWEST QUARTER**

**EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9,
FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH
89°56'39" WEST 2636.54 FEET; THENCE SOUTH 00°07'37" WEST ALONG THE EAST
BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 9 FOR A DISTANCE
OF 362.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
SOUTH 00°07'37" WEST ALONG THE EAST BOUNDARY OF THE NORTHWEST
QUARTER OF SAID SECTION 9 FOR A DISTANCE OF 957.72 FEET TO THE
SOUTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF
SAID SECTION 9; THENCE NORTH 89°58'36" WEST ALONG THE SOUTH BOUNDARY
OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF SAID SECTION 9 FOR
A DISTANCE OF 286.00 FEET; THENCE NORTH 00°07'37" EAST PARALLEL TO THE
EAST BOUNDARY OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF
SAID SECTION 9 FOR A DISTANCE OF 1000.46 FEET; THENCE SOUTH 87°57'50"
EAST FOR A DISTANCE OF 249.74 FEET; THENCE SOUTH 05°31'12" EAST FOR A
DISTANCE OF 35.99 FEET; THENCE NORTH 86°47'05" EAST FOR A DISTANCE OF
32.92 FEET TO THE TRUE POINT OF BEGINNING.**

TRACT II:

PARCEL NO. 1:

**TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO**

Mortgage
GAPUS 27
Global Ag Properties
Loan Nos. 199723 and 199724
99351116.1 0053564-00358

EXHIBIT A - 1

SECTION 9: EAST HALF SOUTHWEST QUARTER; SOUTHEAST QUARTER

SECTION 10: SOUTHWEST QUARTER SOUTHWEST QUARTER

SECTION 15: NORTHWEST QUARTER NORTHWEST QUARTER

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

SECTION 9: SOUTH HALF NORTHEAST QUARTER; SOUTHEAST QUARTER
NORTHWEST QUARTER

SECTION 10: NORTH HALF SOUTHWEST QUARTER; NORTHWEST QUARTER
SOUTHEAST QUARTER

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

SECTION 10: SOUTHEAST QUARTER SOUTHWEST QUARTER; SOUTHWEST
QUARTER SOUTHEAST QUARTER

SECTION 15: WEST HALF NORTHEAST QUARTER; EAST HALF NORTHWEST
QUARTER; NORTH HALF SOUTHWEST QUARTER

PARCEL NO. 4:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

SECTION 15: SOUTHWEST QUARTER NORTHWEST QUARTER

PARCEL NO. 5:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

SECTION 16: ALL OF SECTION 16

PARCEL NO. 6:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

SECTION 8: EAST HALF EAST HALF

SECTION 9: WEST HALF WEST HALF

SECTION 10: NORTHEAST QUARTER; EAST HALF SOUTHEAST QUARTER

SECTION 11: NORTHWEST QUARTER; NORTHEAST QUARTER; SOUTHWEST QUARTER; NORTH HALF SOUTHEAST QUARTER

SECTION 12: WEST HALF NORTHWEST QUARTER

SECTION 15: NORTHEAST QUARTER NORTHEAST QUARTER

Tax Parcel No.

RP08S21E041201

RP08S21E91201

RP08S21E100001

RP08S21E123001

RP08S21E160002

RP08S21E043601

RP08S21E092402

RP08S21E104801

RP08S21E150001

RP08S21E162401

RP08S21E80001

RP08S21E83001

RP08S21E110001

RP08S21E150601

RP08S21E094201

**EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

All wells (including domestic), underground pipelines, tiling systems, filter stations, drip, overhead and micro-sprinkler systems and equipment.

All irrigation equipment, casings, gearheads, pumps, motors, boosters, irrigation and sprinkler pipe and risers, handlines, filters, drip irrigation systems, pivots, storage facilities, turnouts and related pumping equipment, well improvements, wind machines, and frost protection equipment.

**EXHIBIT C
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING
Water Rights**

WR	36	2339	Decreed	Active	9/30/1957	4.4	GROUND WATER	IRRIGATION
WR	36	2340	Decreed	Active	9/28/1957	5.47	GROUND WATER	IRRIGATION
WR	36	2346	Decreed	Active	2/6/1958	3.73	GROUND WATER	IRRIGATION
WR	36	2360	Decreed	Active	10/8/1958	5.52	GROUND WATER	IRRIGATION
WR	36	2363	Decreed	Active	11/13/1958	4.4	GROUND WATER	IRRIGATION
WR	36	2389	Decreed	Active	6/15/1959	4.42	GROUND WATER	IRRIGATION
WR	36	2431	Decreed	Active	8/23/1960	4.04	GROUND WATER	IRRIGATION
WR	36	2451	Decreed	Active	12/21/1960	1.55	GROUND WATER	IRRIGATION
WR	36	4200	Decreed	Active	3/15/1974	0.84	GROUND WATER	IRRIGATION
WR	36	8403	License	Active	11/28/1988	0.31	GROUND WATER	IRRIGATION
WR	36	15165	Decreed	Active	3/15/1970	2.2	GROUND WATER	IRRIGATION
WR	36	16417	Decreed	Active	3/17/1963	0.28	GROUND WATER	IRRIGATION
WR	36	16419	Decreed	Active	9/24/1968	0.59	GROUND WATER	IRRIGATION
WR	36	16421	Decreed	Active	12/30/1983	0.13	GROUND WATER	IRRIGATION
WR	36	16423	Decreed	Active	12/13/1952	0.11	GROUND WATER	IRRIGATION
WR	36	16425	Decreed	Active	5/1/1976	0.15	GROUND WATER	IRRIGATION
WR	36	16501	Decreed	Active	3/5/1958	3.95	GROUND WATER	IRRIGATION

All rights under that certain Water Supply Bank Rental Agreement No. 9 with the Idaho Water Resource Board in and to the following rights attached hereto.

Mortgage
GAPUS 27
Global Ag Properties
Loan Nos. 199723 and 199724
99351116.1 0053564-00358

EXHIBIT C - I

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

RECEIVED

MAY 01 2017

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GLOBAL AG PROPERTIES II USA LLC 2004 FOX DR STE L, CHAMPAIGN, IL 61820

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
36-2412C	1/22/1960	GROUND WATER	0.32	81.2	20.3	0.016	4.00
36-16158	1/24/1972	GROUND WATER	0.13	45.2	11.3	0.012	4.00
36-16161	8/9/1975	GROUND WATER	0.08	45.2	11.3	0.007	4.00
Combined Limit Totals			0.20	45.2	11.3	0.020	4.00
36-2087K	1/23/1950	GROUND WATER	0.02	4.4	1.1	0.016	4.00
36-2113K	3/12/1951	GROUND WATER	0.01	0.8	0.2	0.020	4.00
36-2161K	1/11/1952	GROUND WATER	0.01	1.3	0.3	0.020	4.00
36-2289M	12/2/1955	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-2311K	11/23/1956	GROUND WATER	0.02	2.0	0.5	0.020	4.00
36-2500K	7/18/1961	GROUND WATER	0.01	2.0	0.5	0.013	4.00
36-2614K	6/7/1965	GROUND WATER	0.02	3.2	0.8	0.017	4.00
36-7307K	2/26/1973	GROUND WATER	0.01	2.0	0.5	0.020	4.00
36-7362K	8/2/1973	GROUND WATER	0.01	7.1	5.2	0.003	1.36
36-7477K	5/28/1974	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7606K	2/4/1976	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7779K	2/22/1978	GROUND WATER	0.03	3.2	0.8	0.019	4.00
36-7832K	12/11/1978	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-10225K	5/1/1985	GROUND WATER	0.01	0.9	0.2	0.019	4.66
36-15169K	12/11/1969	GROUND WATER	0.05	18.0	4.6	0.010	4.00
Combined Limit Totals			0.22	57.0	15.7	0.014	3.63
36-7515	12/12/1974	GROUND WATER	0.15	32.0	8.0	0.192	4.00
36-8412	12/12/1974	GROUND WATER	0.02	8.8	6.0	0.003	1.63
36-16140	3/15/1974	GROUND WATER	0.01	6.4	0.1	0.001	0.57
36-16839	6/23/1952	GROUND WATER	0.13	3.5	0.9	0.012	3.65
Combined Limit Totals			0.01	4.0	1.0	0.100	4.00
36-16148	6/23/1952	GROUND WATER	0.05	14.4	3.6	0.016	4.00
36-4179	8/9/1959	GROUND WATER	1.59	642.7	(80.7)		
36-7377F	9/7/1973	GROUND WATER	0.01	2.6	0.6	0.017	4.00
36-7547F	5/13/1975	GROUND WATER	0.01	4.4	1.1	0.013	4.00
Combined Limit Totals			0.02	4.4	1.1	0.018	4.00

SUPPORT DATA

IN FILE # 36-2087K

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
Combined Limit Totals	2.58	890.7	147.7
Combined Rental Totals	2.58	890.7	147.7

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2018

Annual Rental Fee:

2017: \$15,141.90
2018: \$17,814.00

The full fee for the rental of the above-described right(s) is \$15,141.90 per year for year 2017 and \$17,814.00 for 2018. The rental fee includes an administrative fee of \$1,514.19 per year for 2017 and \$1,781.40 for 2018.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement [Click here to enter text.](#)

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	2.110	544.40	136.10	0.016	4.00
Combined Total	2.110	544.40	136.10	0.016	4.00

** The authorized water usage reflects a change from the water right elements rented, to account for combined limits of the water rights and acre limits placed on water rights with low rate per acre and low volume per acre to prevent enlargement and a change in nature of use of water right 35-4179 (80.7 acres).*

Detailed water right conditions are attached.

RECEIVED
JUL 14 2014
DEPARTMENT OF
WATER RESOURCES

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
36-16471	2/19/1954	Ground Water		0.75 cfs	149.2 af	NA	37.3 ac
36-18487	7/14/1954	Ground Water		0.35 cfs	69.2 af	NA	17.3 ac
36-16469	4/10/1958	Ground Water		0.62 cfs	180.8 af	NA	45.2 ac
Total Annual Combined Limit				1.72 cfs	399.2 af	NA	99.8 ac

Rental Fee:	Years	2014-2017	\$6,786.4 annually
	Year	2018	\$7,984.0

The fee for rental of the above-described water is \$6,788.40 annually for years 2014-2017 and \$7,984.0 in 2018. Ten percent (\$878.64/\$798.4) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed. Detailed water right conditions are attached.

IN FILE # 36-16471

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
2 Liberty Place, 50 S 16th St., Suite 2600
Philadelphia, PA 19102
File No. NCS 921909-16

Instrument # 298274

MURPHY, OWYHEE, IDAHO
2018-12-19 12:01:40 No. of Pages: 49
Recorded for: FIRST AMERICAN TITLE INS CO PHIL
ANGELA BARKELL Fee: \$102.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND
AFTER RECORDING, MAIL TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101
Attention: Virginia M. Pedreira

Space Above this Line for Recorder's Use

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

(This Mortgage is executed in two (2) original counterparts for concurrent
recording in **Twin Falls and Owyhee Counties, Idaho**)

DATED: December 18th, 2018

BY: GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company
Having an address of:
2004 Fox Drive, Suite L
Champaign, IL 61820

GRANTOR

TO: METLIFE REAL ESTATE LENDING LLC,
a Delaware limited liability company
Having an address of:
10801 Mastin Street, Suite 930
Overland Park, KS 66210
Attn: LMG Director

MORTGAGEE

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

298274

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES
AND FIXTURE FILING**

(Twin Falls and Owyhee Counties, Idaho)

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Mortgage**") is made and entered into as of December ___, 2018, by GLOBAL AG PROPERTIES USA LLC, a Delaware limited liability company, as Grantor ("**Grantor**"), to METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company, as Mortgagee ("**Mortgagee**"). Grantor is the owner of the real property located in Twin Falls and Owyhee Counties, Idaho, described on **Exhibit A** attached hereto (the "**Land**").

Mortgagee has agreed to make a loan to Grantor and SUGARLOAF VINEYARD LLC, a Delaware limited liability company ("**Sugarloaf**", and individually and together with Grantor, "**Borrower**"), in the aggregate principal amount of up to _____ and

_____ on certain terms and conditions set forth in the Loan Documents defined herein (the "**Loan**"). The Loan will be disbursed in multiple disbursements under the terms of that certain Loan Agreement dated as of even date herewith executed between Borrower and Mortgagee (as amended from time to time, the "**Loan Agreement**"). The Loan is evidenced by and shall be repayable with interest according to the terms of (i) that certain Promissory Note (Note A) in the original principal amount of _____

_____ ("**Note A**"), and (ii) that certain Promissory Note (Note B - RLOC) in the original principal amount of up to _____

_____ ("**Note B**"), each dated as of even date herewith and made by Borrower to the order of Mortgagee. Note A and Note B, and any renewals, extensions or modifications thereof, are collectively referred to as the "**Notes**." Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

Note B is a revolving line of credit and amounts repaid thereunder may be re-borrowed and repaid under the terms of Note B and the Loan Agreement.

The Security Instruments (as defined below), the Notes, the Loan Agreement, any assignments, pledge agreements and any related documents, other than the Unsecured Indemnity Agreement executed by Borrower and Guarantor (the "**Indemnity Agreement**") and the Guaranty executed by TIAA-CREF Global Agriculture LLC, a Delaware limited liability company ("**Guarantor**"), in connection with the Loan (the "**Guaranty**"), are collectively herein referred to as the "**Loan Documents**."

The term "**Indebtedness**" as used in this Mortgage shall mean:

(a) the principal, interest and other amounts payable under the Notes and the other Loan Documents;

(b) any other amounts that Mortgagee may in its discretion loan to Borrower, with interest thereon, under a written agreement stating that they are intended to be secured hereby;

(c) any amounts expended or advanced by Mortgagee to protect or preserve the Property or the lien created hereby on the Property or to discharge obligations of Borrower hereunder or under any of the other Loan Documents or expenses incurred by Mortgagee to enforce obligations of Borrower, as permitted under the Loan Documents (but excluding the Indemnity Agreement);

(d) prepayment premiums as described in the Notes; and

(e) all other obligations owing to Mortgagee under the terms of this Mortgage and the other Loan Documents.

The Indebtedness secured hereby does not include the obligations under the Indemnity Agreement or the Guaranty, all of which are unsecured obligations.

The Indebtedness is also secured by (i) one or more Deeds of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, and (ii) one or more Mortgages, Security Agreement, Assignment of Rents and Leases and Fixture Filing, each granted by Grantor or Sugarloaf, as of the date of this Mortgage or subsequent hereto (collectively, the "**Security Instruments**").

FOR VALUE RECEIVED, and in order to secure the Indebtedness and other obligations of Borrower hereafter set forth, Grantor irrevocably mortgages, grants, assigns, transfers and conveys to Mortgagee, all of Grantor's right, title and interest, now held or hereafter acquired in and to the following:

A. The Land, together with all estates, rights, title, interest and estate of Grantor in and to said property including without limitation all of Grantor's right, title and interest in any oil, gas and mineral rights with respect to the Land and all appurtenances and entitlements (the "**Real Property**");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) all houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, silos, storage bins, metal sheds and buildings, wells, casings, water towers, utility and pipelines, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) controlled atmosphere equipment, (vi) all tanks, barrels, racks, and other goods, equipment and fixtures used in the operation of the agricultural facilities, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Grantor and located in, on or

about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

C. All present and future income, rents, issues, profits and revenues of the Real Property and the Crops (defined below) from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Grantor for the benefit of Mortgagee and/or the Real Property, Tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Grantor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Grantor of, in and to the same (the "**Proceeds**"); reserving only the right to Grantor to collect the same as long as no default or Event of Default as defined in Section 12 below shall have occurred;

D. All improvements, equipment and fixtures now owned or hereafter acquired by the Grantor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon or used in connection therewith, wherever located, including (i) all wells, irrigation pumps, motors, pipes, sprinklers, drip-line and emitters, filters, water measurement, meters and control structures and other irrigation equipment, including, without limitation, the specific items described in **Exhibit B** attached hereto and incorporated herein, (ii) appliances, pool equipment, and affixed furnishings, (iii) all trellises, wind machines and other frost protection equipment; (iv) all trees, vines and other permanent plantings, and (v) all additions, substitutions for, or replacements of, the foregoing (the "**Improvements**");

E. All rights in and to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Real Property or used in connection with the Real Property, including: (a) all rights to underground water on, under, extracted pursuant to or otherwise attributable to the rights evidenced by any groundwater rights; (b) all water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights, drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or

hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies, including, without limitation, the water rights described in **Exhibit C** attached hereto and incorporated herein; (c) all water and water inventory in storage, including all credits for stored water; (d) all rights under well, pump, filter and water sharing agreements; and (e) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to use, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water (the rights and interests described in this paragraph will be referred to as the "**Water Rights**");

F. All minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the Real Property, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("**Minerals**");

G. All estates, tenements, hereditaments, privileges, easements, franchises, licenses, permits and other rights appurtenant to the Real Property, including: (a) all rights, permits, licenses, and other entitlements authorizing Grantor to use the Property as it presently is being used or as Grantor intends to use it, or both, (b) all rights of way used in connection therewith or as a means of access thereto, (c) the U.S. Department of Agriculture, Farm Services Agency ("**FSA**") crop base and any similar governmental entitlements from time to time allocated to the Real Property, (d) all rights to drain the Real Property and to dispose of irrigation water from the Real Property, together with all drainage easements and rights in drainage districts, and (e) all rights in cooperative associations for milling, ginning, grinding, storage, and marketing of crops and produce from the Real Property (the rights and interests described in this paragraph will be referred to as the "**Appurtenant Rights**");

H. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including the Leases and the Contracts defined herein (the "**Intangibles**");

I. All of Grantor's right, title and interest in and to crops now or hereafter grown, growing or to be grown on the Real Property, including, without limitation, harvested crops, farm products, seed and propagative portions of plants (the "**Crops**");

J. All intellectual property rights now or hereafter held by Grantor with respect to trees, bushes, plants or other permanent plantings now or hereafter growing on the Real Property, including, without limitation, proprietary rights, all trademarks, patents or patent licenses;

K. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and

L. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses; provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing.

The personal property and the Real Property described in paragraphs A through L above are referred to collectively as the "**Property.**"

Grantor grants to Mortgagee a security interest in the Crops, Proceeds, Water Rights, Improvements, Intangibles, Minerals, and all accounts, general intangibles and instruments evidencing or constituting proceeds of the foregoing, together with all other of the foregoing constituting personal property.

This Mortgage, the assignment of the Proceeds and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under the Loan Documents (excepting the obligations under the Indemnity Agreement) and are given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform:

1. **Payment and Performance.** Grantor shall pay to Mortgagee promptly when due all amounts, payment of which is secured by this Mortgage, and shall strictly perform all obligations imposed upon Grantor by this Mortgage.

2. **Possession and Maintenance of the Property.**

2.1 **Possession.** Prior to an Event of Default, as described in Section 12, Grantor may remain in possession and control of and operate and manage the Property and collect the Proceeds from the Property.

2.2 **Duty to Maintain.** Grantor shall maintain or cause to be maintained the Real Property in good condition and promptly perform all repairs and maintenance reasonably necessary to preserve its value. The agricultural portion of the Real Property shall be cultivated in accordance with good husbandry practices and all farming and property operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Grantor shall operate and maintain, or cause to be operated and maintained, the trees, permanent plantings, fixtures, and facilities on the Real Property in accordance with good agricultural and business practice prevailing in the county in which the Property is located.

2.3 **Nuisance, Waste.** Grantor shall not conduct or permit any nuisance and shall not commit or suffer any waste on the Real Property.

2.4 **Removal of Improvements.** Grantor shall maintain and shall not demolish or remove any Improvements from the Real Property without the prior written consent of Mortgagee, except that Grantor shall be entitled, without Mortgagee's consent, to demolish or remove Improvements of a *de minimis* nature that (a) do not relate to the agricultural use of the Real Property, (b) are in accordance with Grantor's budgeted for capital improvements and are consistent with good husbandry and farming practices, or (c) are immaterial to the use or value of the Real Property. Mortgagee shall consent if Grantor makes arrangements in advance satisfactory to Mortgagee to replace any material improvement which Grantor proposes to remove with those of at least equal value. "Improvements" shall include all existing and future improvements now or hereafter installed on or attached to the Real Property, and fences, vines, trees, bushes and irrigation and frost protection equipment.

2.5 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Real Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized and sufficient funds are reserved or bonded by Grantor, as determined by Mortgagee, to provide for any related loss, costs, penalties or adverse determination.

2.6 **Duty to Protect.** Grantor shall do all other acts, in addition to those set forth in this Mortgage, that from the character and use of the Real Property are reasonably necessary to protect and preserve the security and the security interest of Mortgagee.

2.7 **Water Rights.** All existing Water Rights benefiting or available to the Real Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits, or delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located, and pay all related fees and assessments prior to delinquency. Grantor represents and warrants to Mortgagee that none of the Real Property is subject to Reclamation Law. For purposes of this Mortgage, "Reclamation Law" means the Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto and all rules and regulations promulgated thereunder.

2.8 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at reasonable times to attend to Mortgagee's interest and to inspect the Property and, upon reasonable advance notice to Grantor, to inspect any and all financial and other records related to Grantor's operations on the Property. Any such

inspection of Grantor's financial and other records related to Grantor's operations shall take place at Grantor's principal place of business in Champaign, Illinois.

2.9 **Patented and Trademarked Varieties.** Grantor shall not plant on the Real Property, or graft to any trees or vines on the Real Property, patented or trademarked varieties of crops, bushes, trees or vines unless Grantor owns the patent or trademark for such trees, vines or rootstock or a license to plant or graft such trees, vines or rootstock which is transferable to a successor owner of the Real Property.

2.10 **Operations on Property.** Grantor shall ensure that all operations of the Property conform to the standards of husbandry in the geographic area in which the Land is located and shall, at all times, act so as to minimize erosion and depletion of the soil. Grantor shall ensure that all wastewater or other discharges to the environment are conducted in conformance with current industry practices and all current regulatory requirements. Grantor shall use the Property solely for agricultural production and directly related purposes (which may include farm worker housing).

3. **Taxes and Liens.**

3.1 **Payment.** Grantor shall pay when due all taxes, assessments and water charges levied against or on account of the Real Property, including without limitation all water and utility district liens and assessments, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Real Property free of any liens, charges or encumbrances except for the lien of this Mortgage, Permitted Encumbrances (defined below), and of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 **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 Mortgagee's interest in the Real Property is not jeopardized, as determined by Mortgagee, and sufficient funds are reserved by Grantor, as determined by Mortgagee, to provide for any related loss, cost, payment, penalty or adverse determination. If the Real Property is subjected to a lien (except for liens for taxes and assessments that are not yet due) which is not discharged within thirty (30) days, Grantor shall deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien, plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Grantor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Grantor shall satisfy any final adverse judgment before enforcement against the Real Property.

3.3 **Evidence of Payment.** Grantor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee on its demand.

3.4 **Notice of Construction.** Grantor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Real Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). On Mortgagee's request, Grantor will promptly furnish advance assurances satisfactory to Mortgagee that Grantor can and will pay the cost of such improvements.

3.5 **Farm or Agricultural Classification.** Grantor agrees to maintain the farm use or agricultural lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment or zoning as farm use or agricultural lands. Notwithstanding anything contained herein to the contrary, Grantor may change the use of the Real Property from an annual crop to a permanent crop or vice versa and Mortgagee specifically acknowledges that portions of the Real Property may currently be assessed as residential/commercial use.

4. **Insurance.**

4.1 **Casualty Insurance.**

(i) Grantor shall carry such casualty insurance as is customarily carried on improvements of the nature owned by Grantor. Grantor shall not be required to carry crop destruction or damage insurance upon the Crops produced upon the Real Property.

(ii) Grantor shall promptly notify Mortgagee of any material loss or damage to the Property. Mortgagee may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Proceeds shall be paid as set forth in the Loan Agreement.

(iii) Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property and Grantor shall assist Mortgagee in obtaining the related assignment.

4.2 **Liability Insurance.** Grantor shall procure and maintain in force such policies of liability insurance as are currently carried by owners of similar properties in Idaho and as Mortgagee may reasonably require including, but not limited to, comprehensive liability coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and a minimum aggregate limit of Two Million and 00/100 Dollars (\$2,000,000.00) with an endorsement showing Mortgagee as an additional insured.

4.3 **Flood Insurance.** Grantor shall procure and maintain such other insurance as may, from time to time, be reasonably required by Mortgagee against other insurable hazards, including but not limited to flood.

4.4 **Insurance Carriers and Certificates.** All insurance policies required hereby shall be issued by companies reasonably satisfactory to Mortgagee on forms, terms and conditions and with deductibles reasonably satisfactory to Mortgagee, all such policies shall be continuously maintained and in full force and effect without material modification for reduction in scope or amount of coverage. Certificates evidencing such insurance and providing thirty (30) days' notice to Mortgagee prior to any cancellation or material reduction in coverage shall be provided to Mortgagee at closing and maintained current at all times.

5. **Warranties of Grantor.**

5.1 **Title.** Grantor warrants that it holds indefeasible and marketable fee title to the Real Property, and merchantable fee title to all of the remainder of the Property, free of all encumbrances other than those set forth in the title insurance policy to be issued to Mortgagee at closing, and leases or other exceptions permitted by the Loan Agreement (the "**Permitted Encumbrances**").

5.2 **Defense of Title.** Subject to the Permitted Encumbrances, Grantor warrants and will forever defend the title to the Property (including without limitation all Water Rights) 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 Mortgagee under this Mortgage, Grantor shall defend the action at its expense.

5.3 **Business Purposes.** Grantor warrants that Grantor is engaging in this transaction exclusively for business, commercial or investment purposes.

5.4 **No Litigation.** Grantor represents and warrants that there is no litigation pending or, to the current actual knowledge of its members, partners, or officers, threatened against Grantor which will substantially adversely affect the ability of Grantor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Grantor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

5.5 **Patented and Trademarked Varieties.** To the extent there are permanent plantings, there are not currently growing on the Real Property any trees, plants, vines or other permanent plantings that are covered by any trademark or patent or pending patent or trademark application other than those which (i) the Grantor has the right to sell and encumber without the consent of, or paying a fee to, any third party or for which it holds a duly issues license, or (ii) with regard to those owned by a Tenant, the Grantor has the right to remove at the expiration of a Tenant's lease.

5.6 **Water.** The Water Rights afford the continuing, enforceable right to receive irrigation water on the Real Property from such sources, in such quantities and at such times and locations as has historically been available to the Real Property without interruption or

substantially increased cost, and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed farming operations on the Real Property.

5.7 **Office of Foreign Asset Control.** Grantor represents that, and agrees to furnish Mortgagee on request evidence confirming that neither Grantor nor any partner, member or stockholder of Grantor is, and no legal or beneficial interest in a partner, member or stockholder of Grantor is or will be held, directly or indirectly by persons or entities appearing on a US Treasury Office of Foreign Assets Control ("OFAC") list, with respect to which entering into transactions with such a person or entity would violate the laws and regulations administered by OFAC or any other law. At all times throughout the term of the Loan, Grantor and all of its respective affiliates shall be in full compliance with all applicable orders, rules, regulations and recommendations of OFAC.

6. **Condemnation.**

6.1 **Application of Net Proceeds.** If all or any part of the Real Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation in excess of \$100,000 be applied on the Indebtedness. The "**net proceeds**" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Real Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this Section 6 shall apply and shall not be considered a transfer for purpose of Section 9 hereof.

6.2 **Proceedings.** If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. In the event Mortgagee has reasonable grounds for insecurity with regard to Grantor's performance of its obligations under this Section 6, Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any reasonable compromise or settlement in connection with such taking or damage, and to obtain and distribute all compensation, awards or other relief therefor to which Grantor may be entitled in accordance with Paragraph 6.1.

7. **Imposition of Tax By State.**

7.1 **State Taxes Covered.** The following shall constitute state taxes to which this Section 7 applies:

(a) A specific tax upon deeds of trust or mortgages or upon all or any part of the indebtedness secured by a deed of trust or mortgage.

(b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a deed of trust or mortgage.

(c) A tax on a deed of trust or mortgage chargeable against the beneficiary or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor (other than Mortgagee's income or gross receipts taxes).

7.2 **Remedies.** If any state tax to which this Section 7 applies is enacted subsequent to the date of this Mortgage and this Mortgage becomes subject to such tax, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Grantor lawfully pays the tax or charge imposed by the state tax;
and

(b) Grantor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

8. **Intentionally Omitted.**

9. **Transfer By Grantor.**

9.1 **Prohibition of Transfer Without Consent.** Except as permitted under the terms of the Loan Agreement, Grantor shall not sell, agree to sell, assign, partition, convey, subcontract, mortgage or otherwise transfer or encumber any fee interest or leasehold interest of more than five years of any part or all of the Property or any interest in the Property, including without limitation any interest in the Water Rights (other than Permitted Encumbrances as defined in the Loan Agreement), without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Grantor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Grantor's obligations under this Mortgage. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events without Mortgagee's prior written consent, or except as otherwise specifically allowed under the Loan Agreement, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest or mortgage or other lien in, all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court;

(c) Any lease of the Property with a term longer than five (5) years except as permitted under the Loan Agreement;

(d) Any of the above events occurs with respect to any portion of the Water Rights; and

(e) Any sale, transfer or assignment in any manner of membership interests in Grantor which are not expressly permitted upon the terms and conditions stated in the Loan Agreement.

9.2 **Condition to Consent.** As a condition of its consent to any transfer of the Real Property where consent is required under Section 9.1 above, Mortgagee may in its discretion impose a reasonable service charge and may increase the interest rate of the Indebtedness and impose such additional conditions as Mortgagee may then determine to be consistent with Mortgagee's underwriting standards and practices then in effect.

9.3 **Effect of Consent.** Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this Section 9. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

10. **Security Agreement; Security Interest.**

10.1 **Security Agreement.** This instrument shall constitute a security agreement with respect to Grantor's right, title and interest in and to the Proceeds, Crops, Water Rights, Improvements, Intangibles, Proceeds, Minerals and any other equipment and personal property included in the description of the Property, and Grantor hereby grants to Mortgagee a security interest therein.

10.2 **Security Interest.** Grantor authorizes Mortgagee to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto necessary to perfect and continue Mortgagee's security interest in the Property. Upon request by

Mortgagee, Grantor shall take whatever other action is reasonably requested by Mortgagee to perfect and continue Mortgagee's security interest in the Property. Grantor hereby appoints Mortgagee as Grantor's attorney-in-fact for the purpose of executing or filing any documents necessary to perfect or continue the security interest granted therein. Grantor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest.

10.3 **Fixture Filing.** This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "**Property**" as used herein and with respect to any goods or other personal property that may now be or hereafter become such fixtures. The Grantor is the record owner of the Property. Grantor shall be deemed the "**Debtor**" with the address set forth for Grantor in Section 14.5 hereof. Mortgagee shall be deemed to be the "**Secured Party**" with the address set forth for Mortgagee in Section 14.5 hereof and shall have all of the rights of a secured party under the Uniform Commercial Code. This Mortgage covers goods which are or are to become fixtures.

10.4 **Representations, Warranties and Covenants.** Grantor hereby represents, warrants, and covenants as follows:

(a) Grantor warrants that (i) Grantor's (that is, "**Debtor's**") name, identity, and principal place of residence/state of organization are as referred to in the first paragraph of this Mortgage, (ii) Grantor has not operated the Property under any other name; and (iii) the location of all tangible personal property collateral is upon the Land. Grantor covenants and agrees that Grantor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (ii) of this Section 10.4 within thirty (30) days of the effective date of any such change, and Grantor authorizes the filing or recording of any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status. Grantor shall provide to Mortgagee upon request, certified copies of any searches of UCC records deemed necessary or appropriate by Mortgagee to confirm the first priority status of its security interest in the personal property, together with copies of all documents or records reflected therein.

(b) The security interest held by Mortgagee shall cover cash and non-cash proceeds of the personal property, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of any of the personal property by Grantor, which sale or other disposition is hereby expressly prohibited without the Mortgagee's prior written consent, other than sales of crops in the ordinary course of the farming operations conducted on the Property.

(c) All of the Property is and shall be owned by Grantor, and is not and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or

entity other than Grantor, except to the extent Mortgagee consents in writing to any lease of any of such property, which consent shall not be unreasonably withheld or conditioned. Grantor shall not create or cause to be created any security interest covering any of the personal property, other than (1) the security interest created herein in favor of Mortgagee, (2) the rights of Tenants lawfully occupying the Property pursuant to Leases approved by Mortgagee, (3) the Permitted Encumbrances, or (4) security interests otherwise permitted under the Loan Agreement.

10.5 Assignment of Leases and Contracts.

10.5.1 As additional collateral and to further secure the Indebtedness and other obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee and its successors and assigns, and grants to Mortgagee, its successors and assigns, a security interest in, all of Grantor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, franchise agreements, water and well agreements, management agreements, crop purchase agreements and management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants or other parties thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of money for the sale use of any portion of the Property or any part thereof whether such user or occupier is tenant, invitee, purchaser, contract party or licensee (all of the foregoing hereafter referred to collectively as the "**Leases and Contracts**" and individually as a "**Lease or Contract**", and said tenants, invitees, purchasers, contract parties and licensees are hereafter referred to collectively as "**Tenants and Contract Parties**" and individually as "**Tenant or Contract Party**" as the context requires), which Leases and Contracts cover or related to all or portions of the Property; together with all of Grantor's right, title, and interest in and to all Proceeds which shall include all income, rents, issues, royalties, profits, rights and benefits and all Tenants' and Contract Parties' security and other similar deposits derived with respect to the Leases and Contracts and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, crop proceeds, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and Contracts and the Proceeds to Mortgagee, and not just to create a security interest.

10.5.2 Grantor hereby represents, warrants, and agrees as follows:

(a) Grantor is the sole holder of the landlord's interest under the Leases, or the owner's interest under the Contracts, as applicable and is entitled to receive the

Proceeds under the Leases and Contracts from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred; and

(b) Grantor has made no pledge or assignment of the Leases and Contracts or Proceeds, other than to Mortgagee, and Grantor shall not, after the date hereof, make or permit any such pledge or assignment.

10.5.3 Grantor hereby covenants and agrees that Grantor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant or Contract Party of or with respect to the whole or any part of the Property to pay all rentals and other Proceeds to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so, and to recognize Mortgagee as the successor to Grantor under the respective Leases and Contracts should Mortgagee elect to enforce its rights thereunder.

10.5.4 Although this Mortgage constitutes an absolute, present and current assignment of all Proceeds, as long as no Event of Default as described in Section 12 on the part of the Grantor shall have occurred, Mortgagee shall not demand that such Proceeds be paid directly to Mortgagee, and Grantor shall have a license to collect, but not more than one (1) accrual period prior to the due date thereof all such Proceeds from the Property (including, without limitation, all rental payments and other proceeds due under the Leases and Contracts).

11. **Reconveyance on Full Performance.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage and the Loan Documents, Mortgagee shall execute and deliver to Grantor a full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file and any other lien, encumbrance or other cloud on title created as a result of this transaction. The reconveyance and filing fees shall be paid by Grantor.

12. **Default.** The following shall constitute Events of Default under this Mortgage and other Loan Documents:

(a) Failure of Borrower to pay any portion of the Indebtedness when due and such failure shall continue for a period of five (5) business days thereafter.

(b) Failure of Borrower within the time required by this Mortgage, but in any event prior to delinquency, to make any payment for taxes, assessments, insurance or for reserves for such payment, or any other payment necessary to prevent filing of or discharge of any lien.

(c) Transfer (either voluntarily or by operation of law), as defined in Section 9 hereof, of any part or interest in the Property or Borrower without the prior written consent of Mortgagee except as expressly permitted herein.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower, except in connection with a transfer approved by Mortgagee pursuant to Section 9 hereof or unless cured within ten (10) days' notice to Grantor; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver, trustee, or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a voidable preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property of Borrower which is not discharged or bonded in the manner permitted by Section 3.2 above.

(e) Failure of Grantor to perform any other obligation under this Mortgage within thirty (30) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Grantor concerning default in performance of the same obligation.

(f) The material inaccuracy of any representation or warranty made pursuant to the Loan Documents or any failure to perform under the Loan Documents beyond any applicable grace period.

(g) The occurrence of a default or Event of Default under any of the Security Instruments or any other mortgage or security instrument now or hereafter securing the Indebtedness or any other documents, agreements, or indemnities evidencing, securing or relating to the loans secured thereby, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(h) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(i) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

13. Rights and Remedies on Default.

13.1 **Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies or any other remedies available under applicable law:

(a) Mortgagee may declare all or any portion of the Indebtedness immediately due and payable. Any such portion not so accelerated shall remain due and payable as stated in the instruments that evidence the same and may be accelerated thereafter if any default exists under this Mortgage or any of the Security Instruments.

(b) Mortgagee shall have the right to foreclose any of the Property encumbered by any one or all of this Mortgage and the Security Instruments by judicial foreclosure, in accordance with and to the extent allowed by applicable law.

(c) Intentionally omitted.

(d) If this Mortgage is foreclosed by judicial procedure, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Mortgage exceeds the net sale proceeds payable to Mortgagee. No such judgments shall affect or impair Mortgagee's rights and remedies under part (j) of this Section.

(e) With respect to all or any part of the Property that constitutes personalty, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the personal property, separately or together, in accordance with the unified sale procedures set forth in the Uniform Commercial Code as adopted in Idaho.

(f) Mortgagee shall have the right, without notice to Grantor, to take possession of the Property and collect the Proceeds, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any Tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Proceeds are collected by Mortgagee, then Grantor irrevocably designates Mortgagee 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 Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

(g) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Proceeds from the Property and apply the Proceeds, over and above cost of the receivership, against the Indebtedness. Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income therefrom, ex parte, without notice, and without regard to the sufficiency or value of any security for the obligations secured hereby or the solvency of any party bound for its payment, the expenses of which shall be secured by this Mortgage. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

(h) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(i) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, the Loan Documents or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise whether or not specified herein.

(j) Mortgagee shall have such remedies as are provided in any of the Security Instruments or any other assignments, security agreements, or instruments securing the debts secured by any of the Security Instruments. Grantor acknowledges and agrees that this Mortgage and any or all of the Security Instruments may be judicially or non-judicially foreclosed contemporaneously or incrementally in such order as Mortgagee may elect, and that such judicial or non-judicial foreclosure shall not preclude any subsequent foreclosure so long as any portion of the debts secured by any or all of them remains outstanding.

13.2 **Rights of Receiver or Mortgagee-in-Possession.** Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

(a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling Crops (other than Crops owned by Tenants), enforcing and taking actions as landlord under any Leases, and make reasonable expenditures for all maintenance, tax obligations and improvements as in its reasonable judgment are proper;

(b) Collect the Proceeds from the Property and apply such sums to the expenses of use, operation and management; and

(c) At Mortgagee's option, complete any construction or development operations in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this Section 13.2. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Grantor on demand.

13.3 **Sale of the Property.** In exercising its rights and remedies, the Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the Property.

13.4 **Waiver; Election of Remedies.** A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

13.5 **Attorneys' Fees; Expenses.** In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion 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 from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, consultants' fees, attorneys' opinions, and title insurance. Grantor shall and does hereby agree that, if all or a portion of the principal sum of the Notes have, prior to the maturity date fixed in the obligation, become due or been declared due by reason of an Event of Default, the entire amount then due under the terms of this Mortgage and the Notes shall include all attorneys' fees and costs and expenses which are actually incurred as stated above.

The statutes referred to above shall include any successor or replacement statutes or provisions.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence of this Mortgage.

14.2 Binding Upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustees, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Real Property and shall apply to, bind and inure to the benefit of, the successors and assigns of Grantor and Mortgagee.

14.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

14.4 Expenditure by Mortgagee. If Grantor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Grantor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate provided in the Notes, but in any event not at a rate higher than the maximum rate permitted by law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Grantor's default.

14.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person directly or by national overnight courier service, or, if mailed, shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Mortgagee: MetLife Real Estate Lending LLC
c/o MetLife Investments Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: LMG Director

With a copy to: MetLife Investment Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: Legal Department

And a copy to: MetLife Investment Advisors, LLC
6750 Poplar Avenue, Suite 109
Germantown, Tennessee 38138
Attn: Regional Director

If to Grantor: Global Ag Properties USA LLC
c/o Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Michael Stockburger

With a copy to: Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Duane Nelson

And a copy to: Meyer Capel, a Professional Corporation
306 W. Church Street
Champaign, IL 61820
Attn: Jeffrey M. Davis

Any party may change its address for notices by written notice to the other. Notices may be given by electronic transmission if a hard copy is also delivered thereafter, with such notice to be effective when received during business hours or the next business day following electronic receipt if received outside of business hours.

14.6 **Homestead Rights.** Grantor expressly waives any and all homestead and exception rights now or hereafter available under Idaho or Federal law.

14.7 **Jury Trial Waiver.** To the extent now or hereafter permitted by applicable law, the Grantor and by its acceptance hereof, the Mortgagee, hereby waive any right

to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Mortgage or any other Loan Document, or (ii) arising from any lending relationship existing in connection with this Mortgage or any other Loan Document, and the Grantor and by its acceptance hereof, the Mortgagee, agree that any such action or proceeding shall be tried before a judge and not before a jury.

14.8 **Invalid Provisions to Affect No Others.** If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected.

14.9 **Changes in Writing.** This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

14.10 **Applicable Law.** The laws of the State of Idaho shall be applicable for the purpose of construing and determining the perfection and validity of this Mortgage and for determining the enforcement and the rights and remedies of Mortgagee hereunder.

14.11 **Joint and Several.** The obligations of each person comprising Grantor hereunder, if more than one, shall be joint and several.

14.12 **Related Obligations.** By executing, delivering and accepting this Mortgage, Grantor and Mortgagee acknowledge and agree that unless, until and to the extent provided otherwise in the Loan Agreement or a subsequent written agreement executed by Mortgagee:

(a) this Mortgage secures all of the indebtedness and obligations arising under the Notes and the other Loan Documents evidencing or securing the Loan (except the Indemnity Agreement and the Guaranty), together with all interest thereon and other sums due or to become due and obligations to be performed in connection therewith, all in such order as Mortgagee may from time to time elect;

(b) the Notes are secured by this Mortgage and the Security Instruments;

(c) any default under the Loan Agreement, the Notes, the Loan Documents, the Security Instruments or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same shall constitute an Event of Default under this Mortgage;

(d) Mortgagee shall have the right to exercise any remedies under the Loan Agreement and Security Instruments against the Property or against any one or more properties or all of the properties encumbered by the Security Instruments at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties;

(e) a result of the structure of the Loan is that all of the collateral now or hereafter encumbered by all of the Security Instruments, regardless of the form by which it is encumbered or the ownership, shall be security for the repayment of each of the Notes, and shall be available to satisfy the obligations incurred in connection with the entire Loan and each Note;

(f) a default by Borrower under any Note or the Loan Documents could result in the judicial or non-judicial sale of some or all the collateral for the Loan, and the application of the proceeds from such sale to complete or only partial satisfaction of the joint and several obligations of Borrower under any of the Notes or other Loan Documents; and

(g) Grantor acknowledges and agrees that the lien of this Mortgage is part of a larger pool of collateral collectively, jointly and severally securing the Notes. Accordingly, Mortgagee may foreclose this Mortgage and the other Security Instruments, simultaneously or successively and any such foreclosure shall not operate to satisfy the Indebtedness.

14.13 **Exhibits.** The following exhibits are attached to this Mortgage and incorporated herein by reference:

Exhibit A - Real Property Description
Exhibit B - Certain Irrigation Equipment
Exhibit C - Water Rights

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date first above written.

GRANTOR:

GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors, LLC
a Delaware limited liability company,
Its Manager

By: Kenny Traynor
Name: Kenny Traynor
Its: Managing Director

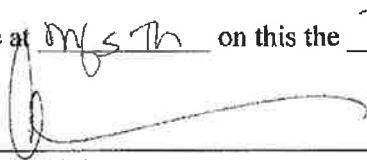
[Grantor Acknowledgement]

STATE OF TENNESSEE

COUNTY OF Shelby

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Kenny Traynor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Managing Director of Nuveen Alternatives Advisors, a limited liability company, and that as such Managing Director being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company.

Witness my hand and official seal at office at Memphis on this the 7th day of December, 2018.



Notary Public

Commission Expires: 1-20-2020



**EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

Legal Description of Land:

The following real property situated in the State of Idaho, Counties of Twin Falls and Owyhee:

TRACT 71: GAPUS 42 Blue Gulch

TRACT 1

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, OWYHEE COUNTY,
IDAHO

SECTION 34: SOUTHWEST QUARTER OF THE NORTHWEST QUARTER,
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE
EAST ONE-HALF OF THE NORTHWEST QUARTER AND EAST ONE-HALF OF THE
SOUTHWEST QUARTER LYING WITHIN OWYHEE COUNTY, IDAHO.

PARCEL 2:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, OWYHEE COUNTY,
IDAHO

SECTION 3: GOVERNMENT LOT 3, THAT PART LYING WITHIN OWYHEE COUNTY,
IDAHO.

TRACT 2

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 24: EAST HALF NORTHEAST QUARTER; NORTHEAST QUARTER
SOUTHEAST QUARTER.

PARCEL NO. 2

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 19: GOVERNMENT LOTS 1 AND 2; EAST HALF NORTHWEST QUARTER;
WEST HALF NORTHEAST QUARTER; SOUTHEAST QUARTER NORTHEAST
QUARTER; NORTHWEST QUARTER SOUTHEAST QUARTER; EAST HALF
SOUTHEAST QUARTER; EAST HALF SOUTHWEST QUARTER; SOUTHWEST
QUARTER SOUTHEAST QUARTER.

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99351338.1 0053564-00358

EXHIBIT A - 1

PARCEL NO. 3

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 25: SOUTHWEST QUARTER NORTHWEST QUARTER; SOUTH HALF.

PARCEL NO. 4

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTH HALF NORTHWEST QUARTER; SOUTHEAST QUARTER
NORTHWEST QUARTER; NORTHEAST QUARTER; SOUTH HALF SOUTHWEST
QUARTER; SOUTHEAST QUARTER.

PARCEL NO. 5

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 35
DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35; THENCE
NORTH 00°01' WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 35 A
DISTANCE OF 2641.07 FEET TO THE EAST QUARTER CORNER OF SAID SECTION
35; THENCE

SOUTH 89°52' WEST ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST
QUARTER OF SECTION 35 A DISTANCE OF 1397.5 FEET TO A POINT ON THE
CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE

SOUTH 42°48' EAST 481.1 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD; THENCE

SOUTH 11°26' EAST 1095.4 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD; THENCE

SOUTH 35°06' EAST 1484.3 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD TO THE POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO SECTION 35:

NORTHEAST QUARTER; NORTH HALF NORTHWEST QUARTER; SOUTHEAST
QUARTER NORTHWEST QUARTER; NORTHEAST QUARTER SOUTHWEST
QUARTER.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE SOUTHWEST QUARTER NORTHEAST QUARTER, THE
SOUTHEAST QUARTER NORTHWEST QUARTER AND THE NORTHEAST QUARTER

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EXHIBIT A - 2

SOUTHWEST QUARTER OF SECTION 35, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 35 AND 36;
THENCE SOUTH 89°52' WEST, A DISTANCE OF 1397.5 FEET TO THE TRUE POINT OF
BEGINNING, SAID POINT BEING ON THE CENTERLINE OF AN EXISTING PRIVATE
ROAD AND ON THE NORTH BOUNDARY LINE OF THE
NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 35; THENCE
NORTH 42°48' WEST A DISTANCE OF 60.0 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 47°58' WEST A DISTANCE OF 948.0 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
NORTH 15°08' WEST A DISTANCE OF 421 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 46°28' WEST A DISTANCE OF 229.4 FEET ALONG THE CENTERLINE OF
SAID ROAD TO A POINT; THENCE
SOUTH 53°42' WEST A DISTANCE OF 1138.8 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
SOUTH 34°44' EAST A DISTANCE OF 693.1 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 25°23' EAST A DISTANCE OF 381.8 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 8°06' EAST A DISTANCE OF 984.9 FEET TO THE 1/16 CORNER, SAID CORNER
BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHWEST
QUARTER OF SECTION 35; THENCE
NORTH 00°01' WEST A DISTANCE OF 1320.5 FEET ALONG THE EAST BOUNDARY
LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER TO THE NORTHEAST
CORNER OF SAID 40 ACRE TRACT (NE ¼ SW ¼); THENCE
NORTH 89°52' EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST
QUARTER NORTHEAST QUARTER SECTION 35 A DISTANCE OF 1241.65 FEET TO
THE POINT OF BEGINNING.

PARCEL NO. 6

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: SOUTHEAST QUARTER SOUTHWEST QUARTER; SOUTHEAST
QUARTER.

EXCEPT:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 35 AND 36,
TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, A BRASS CAP PROPERLY
MONUMENTED; THENCE

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EXHIBIT A - 3

NORTH 0°01' WEST ALONG THE SECTION LINE COMMON TO SECTIONS 35 AND 36
A DISTANCE OF 2,641.07 FEET TO THE QUARTER CORNER COMMON TO SECTIONS
35 AND 36; THENCE

SOUTH 89°52' WEST ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST
QUARTER SOUTHEAST QUARTER SECTION 35 A DISTANCE OF 1,397.5 FEET TO A
POINT ON THE CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE

SOUTH 42°48' EAST A DISTANCE OF 481.1 FEET ALONG SAID ROAD; THENCE
SOUTH 11°26' EAST A DISTANCE OF 1,095.4 FEET ALONG SAID ROAD; THENCE
SOUTH 35°06' EAST A DISTANCE OF 1,484.3 FEET ALONG SAID ROAD TO THE
POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO SECTION 35; A TRACT OF LAND IN THE SOUTHWEST QUARTER
NORTHEAST QUARTER, THE SOUTHEAST QUARTER NORTHWEST QUARTER, AND
THE NORTHEAST QUARTER SOUTHWEST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 35 AND 36,
TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN; THENCE
SOUTH 89°52' WEST A DISTANCE OF 1,397.5 FEET TO THE TRUE POINT OF
BEGINNING, SAID POINT BEING ON THE CENTERLINE OF AN EXISTING PRIVATE
ROAD AND ON THE NORTH BOUNDARY LINE OF THE

NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 35; THENCE
NORTH 42°48' WEST A DISTANCE OF 60.0 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE

NORTH 47°58' WEST A DISTANCE OF 948.0 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE

NORTH 15°08' WEST A DISTANCE OF 421 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE

NORTH 46°28' WEST A DISTANCE OF 229.4 FEET ALONG THE CENTERLINE OF
SAID ROAD TO A POINT; THENCE

SOUTH 53°42' WEST A DISTANCE OF 1,138.8 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE

SOUTH 34°44' EAST A DISTANCE OF 693.1 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE

SOUTH 25°23' EAST A DISTANCE OF 381.8 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE

SOUTH 8°06' EAST A DISTANCE OF 984.9 FEET TO THE 1/16 CORNER, SAID CORNER
BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHWEST
QUARTER OF SECTION 35; THENCE

NORTH 0°01' WEST A DISTANCE OF 1,320.5 FEET ALONG THE EAST BOUNDARY
LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER TO THE NORTHEAST

QUARTER SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF SAID 40 ACRE TRACT (NE $\frac{1}{4}$ SW $\frac{1}{4}$); THENCE NORTH 89°05'21" EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST QUARTER NORTHEAST QUARTER SECTION 35 A DISTANCE OF 1,241.65 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 1: WEST HALF SOUTHWEST QUARTER.
EXCEPT THE NORTH 400 FEET THEREOF.

PARCEL NO. 7A

A RIGHT OF WAY TO TRAVERSE THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 1 BEING 50 FEET IN WIDTH AND 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 1 AND 2, 11 AND 12, TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN; THENCE NORTH 89°56' EAST ALONG THE SECTION LINE COMMON TO SECTIONS 1 AND 12 A DISTANCE OF 1620 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE NORTH 18°00' WEST ALONG THE EXISTING IRRIGATION DITCH A DISTANCE OF 970.8 FEET TO THE EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 1; AS GRANTED IN RIGHT OF WAY DEED RECORDED JANUARY 18, 1968, AS INSTRUMENT NO. 584464, RECORDS OF TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 8

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 1: GOVERNMENT LOTS 1, 2, 3, 4; SOUTH HALF NORTHWEST QUARTER; SOUTHWEST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHWEST QUARTER; THE NORTH 400 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER; SOUTHEAST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHEAST QUARTER; WEST HALF SOUTHEAST QUARTER.

EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO,

SECTION 1: A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE

SOUTH 88°46'06" WEST A DISTANCE OF 1331.84 FEET ALONG THE SOUTHERLY
 BOUNDARY OF SAID SECTION 1 TO THE TRUE POINT OF BEGINNING; THENCE
 SOUTH 88°46'06" WEST A DISTANCE OF 1301.47 FEET ALONG THE SOUTHERLY
 BOUNDARY OF SAID SECTION 1 TO THE SOUTH QUARTER CORNER OF SAID
 SECTION 1; THENCE
 SOUTH 88°46'06" WEST A DISTANCE OF 638.61 FEET ALONG THE SOUTHERLY
 BOUNDARY OF SAID SECTION 1; THENCE
 NORTH 01°58'04" WEST A DISTANCE OF 94.62 FEET; THENCE
 NORTH 50°25'19" WEST A DISTANCE OF 163.07 FEET; THENCE
 SOUTH 89°34'22" WEST A DISTANCE OF 61.92 FEET; THENCE
 SOUTH 00°31'21" EAST A DISTANCE OF 202.08 FEET TO THE SOUTHERLY
 BOUNDARY OF SAID SECTION 1; THENCE
 SOUTH 88°46'06" WEST A DISTANCE OF 129.06 FEET ALONG THE SOUTHERLY
 BOUNDARY OF SAID SECTION 1 TO A POINT 10.00 FEET EASTERLY FROM THE
 EAST EDGE OF A FARM ROAD; THENCE ALONG A LINE PARALLEL WITH AND
 10.00 FEET EASTERLY FRONT THE EAST EDGE OF SAID FARM ROAD THE
 FOLLOWING COURSES AND DISTANCES:
 NORTH 21°24'32" WEST A DISTANCE OF 518.43 FEET; THENCE
 NORTH 16°32'06" WEST A DISTANCE OF 450.55 FEET; THENCE
 NORTH 13°11'58" WEST A DISTANCE OF 93.48 FEET; THENCE
 NORTH 06°13'48" WEST A DISTANCE OF 79.73 FEET; THENCE
 NORTH 00°36'25" EAST A DISTANCE OF 1483.77 FEET; THENCE
 NORTH 00°49'34" WEST A DISTANCE OF 1571.95 FEET; THENCE
 NORTH 01°23'53" WEST A DISTANCE OF 143.87 FEET; THENCE
 NORTH 02°07'38" EAST A DISTANCE OF 83.38 FEET TO A POINT APPROXIMATELY
 10.00 FEET NORTHERLY FROM THE NORTH EDGE OF A FARM ROAD; THENCE
 EASTERLY AND SOUTHERLY APPROXIMATELY PARALLEL WITH AND 10.00 FEET
 NORTHERLY FROM SAID FARM ROAD THE FOLLOWING COURSES AND
 DISTANCES:
 NORTH 72°36'37" EAST A DISTANCE OF 29.31 FEET; THENCE
 SOUTH 82°19'23" EAST A DISTANCE OF 35.81 FEET; THENCE
 SOUTH 44°07'29" EAST A DISTANCE OF 34.66 FEET; THENCE
 SOUTH 50°53'58" EAST A DISTANCE OF 59.92 FEET; THENCE
 SOUTH 55°17'47" EAST A DISTANCE OF 273.43 FEET; THENCE
 SOUTH 62°27'49" EAST A DISTANCE OF 136.10 FEET; THENCE
 SOUTH 75°44'26" EAST A DISTANCE OF 53.78 FEET; THENCE
 SOUTH 87°14'34" EAST A DISTANCE OF 174.40 FEET; THENCE
 NORTH 86°09'57" EAST A DISTANCE OF 83.36 FEET; THENCE
 NORTH 77°22'58" EAST A DISTANCE OF 62.99 FEET; THENCE
 NORTH 66°18'04" EAST A DISTANCE OF 60.06 FEET; THENCE
 NORTH 53°16'23" EAST A DISTANCE OF 38.15 FEET; THENCE
 SOUTH 71°53'34" EAST A DISTANCE OF 41.76 FEET; THENCE

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 99351338.1 0053564-00358

EXHIBIT A - 6

SOUTH 56°21'03" EAST A DISTANCE OF 57.09 FEET; THENCE
SOUTH 77°02'22" EAST A DISTANCE OF 87.58 FEET; THENCE
SOUTH 64°08'42" EAST A DISTANCE OF 93.78 FEET; THENCE
SOUTH 60°30'20" EAST A DISTANCE OF 132.48 FEET; THENCE
SOUTH 80°16'46" EAST A DISTANCE OF 47.76 FEET; THENCE
SOUTH 73°26'32" EAST A DISTANCE OF 53.46 FEET; THENCE
SOUTH 66°05'15" EAST A DISTANCE OF 62.62 FEET; THENCE
SOUTH 58°20'31" EAST A DISTANCE OF 201.49 FEET; THENCE
SOUTH 54°19'29" EAST A DISTANCE OF 193.48 FEET; THENCE
SOUTH 36°14'20" EAST A DISTANCE OF 67.86 FEET; THENCE
SOUTH 09°02'44" EAST A DISTANCE OF 51.26 FEET; THENCE
SOUTH 11°08'27" WEST A DISTANCE OF 67.88 FEET; THENCE
SOUTH 16°47'30" EAST A DISTANCE OF 46.81 FEET; THENCE
SOUTH 05°43'04" EAST A DISTANCE OF 98.77 FEET; THENCE
SOUTH 08°53'12" EAST A DISTANCE OF 57.26 FEET; THENCE
SOUTH 15°41'54" EAST A DISTANCE OF 52.00 FEET; THENCE
SOUTH 23°45'12" EAST A DISTANCE OF 159.42 FEET; THENCE
SOUTH 17°55'27" EAST A DISTANCE OF 58.81 FEET; THENCE
SOUTH 02°03'14" WEST A DISTANCE OF 432.26 FEET; THENCE
SOUTH 03°01'38" EAST A DISTANCE OF 49.46 FEET; THENCE
SOUTH 10°55'07" EAST A DISTANCE OF 98.37 FEET; THENCE
SOUTH 16°47'02" EAST A DISTANCE OF 125.90 FEET; THENCE
SOUTH 15°54'54" EAST A DISTANCE OF 413.77 FEET; THENCE
SOUTH 19°47'20" EAST A DISTANCE OF 108.97 FEET; THENCE
SOUTH 25°19'59" EAST A DISTANCE OF 78.29 FEET; THENCE
SOUTH 21°16'57" EAST A DISTANCE OF 69.92 FEET; THENCE
SOUTH 12°21'12" EAST A DISTANCE OF 74.88 FEET; THENCE
SOUTH 04°27'10" EAST A DISTANCE OF 135.57 FEET; THENCE
SOUTH 10°56'02" EAST A DISTANCE OF 510.22 FEET; THENCE
SOUTH 01°21'36" EAST A DISTANCE OF 200.21 FEET; THENCE
SOUTH 05°15'49" EAST A DISTANCE OF 69.52 FEET; THENCE
SOUTH 11°02'55" EAST A DISTANCE OF 126.76 FEET; THENCE
SOUTH 20°20'22" EAST A DISTANCE OF 298.89 FEET; THENCE
SOUTH 24°52'04" EAST A DISTANCE OF 338.33 FEET TO THE TRUE POINT OF
BEGINNING.

AND EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 1: A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE

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EXHIBIT A - 7

SOUTH 88°46'06" WEST A DISTANCE OF 1331.84 FEET; THENCE
NORTH 24°52'04" WEST A DISTANCE OF 85.68 FEET TO THE TRUE POINT OF
BEGINNING; THENCE
NORTH 24°52'04" WEST A DISTANCE OF 252.65 FEET; THENCE
NORTH 20°20'22" WEST A DISTANCE OF 63.92 FEET; THENCE
SOUTH 89°55'56" EAST A DISTANCE OF 414.87 FEET; THENCE
SOUTH 00°00'45" WEST A DISTANCE OF 349.95 FEET; THENCE
NORTH 82°17'15" WEST A DISTANCE OF 151.28 FEET; THENCE
NORTH 73°16'52" WEST A DISTANCE OF 142.44 FEET TO THE TRUE POINT OF
BEGINNING.

AND EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 1: A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1 IN TOWNSHIP 10 SOUTH,
RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY AN IRON PIPE
WITH BRASS CAP ON TOP WHICH SHALL BE THE POINT OF BEGINNING; THENCE
SOUTH 00°05'55" WEST ALONG THE EAST LINE OF SECTION 1 FOR A DISTANCE OF
5306.74 FEET TO A 5/8" REBAR AT THE SOUTHEAST CORNER OF SECTION 1;
THENCE

SOUTH 88°44'42" WEST ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE
OF 1232.60 FEET; THENCE
NORTH 00°21'59" WEST FOR A DISTANCE OF 35.88 FEET TO A 1/2" REBAR; THENCE
SOUTH 82°13'54" EAST (S 82°17'15" E, REC.) FOR A DISTANCE OF 151.34 FEET
(151.28', REC.) TO A 1/2" REBAR; THENCE
NORTH 00°01'45" EAST (N 00°00'45" E, REC.) FOR A DISTANCE OF 349.90 FEET
349.95', REC.) TO A 1/2" REBAR; THENCE
NORTH 89°54'39" WEST (N 89°55'56" W, REC.) FOR A DISTANCE OF 420.51 FEET
(414.87', REC.) TO A 1/2" REBAR APPROXIMATELY 10.00 FEET EASTERLY FROM THE
EAST EDGE OF A FARM ROAD; THENCE
EASTERLY AND NORTHERLY APPROXIMATELY PARALLEL WITH AND 10.00 FEET
EASTERLY AND NORTHERLY FROM THE EDGE OF SAID FARM ROAD THE
FOLLOWING COURSES AND DISTANCES;

NORTH 18°48'00" WEST (N 20°20'22" W, REC.) FOR A DISTANCE OF 231.27 FEET;
NORTH 11°01'59" WEST (N 11°02'55" W, REC.) FOR A DISTANCE OF 126.75 FEET
(126.76', REC.);
NORTH 05°14'53" WEST (N 05°15'49" W, REC.) FOR A DISTANCE OF 69.50 FEET
(69.52', REC.);

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EXHIBIT A - 8

NORTH 01°20'40" WEST (N 01°21'36" W, REC.) FOR A DISTANCE OF 200.14 FEET
(200.21', REC.);
NORTH 10°55'06" WEST (N 10°56'02" W, REC.) FOR A DISTANCE OF 510.04 FEET
(510.22', REC.);
NORTH 04°26'14" WEST (N 04°27'10" W, REC.) FOR A DISTANCE OF 135.52 FEET
(135.57', REC.);
NORTH 12°20'16" WEST (N 12°21'12" W, REC.) FOR A DISTANCE OF 74.85 FEET
(74.88', REC.);
NORTH 21°16'01" WEST (N 21°16'57" W, REC.) FOR A DISTANCE OF 69.90 FEET
(69.92', REC.);
NORTH 25°19'03" WEST (N 25°19'59" W, REC.) FOR A DISTANCE OF 78.26 FEET
(78.29', REC.);
NORTH 19°46'24" WEST (N 19°47'20" W, REC.) FOR A DISTANCE OF 108.93 FEET
(108.97', REC.);
NORTH 15°53'58" WEST (N 15°54'54" W, REC.) FOR A DISTANCE OF 413.62 FEET
(413.77', REC.);
NORTH 16°46'06" WEST (N 16°47'02" W, REC.) FOR A DISTANCE OF 125.86 FEET
(125.90', REC.);
NORTH 10°54'11" WEST (N 10°55'07" W, REC.) FOR A DISTANCE OF 98.34 FEET
(98.37', REC.);
NORTH 03°00'42" WEST (N 03°01'38" W, REC.) FOR A DISTANCE OF 49.44 FEET
(49.46', REC.);
NORTH 02°04'10" EAST (N 02°03'14" E, REC.) FOR A DISTANCE OF 432.11 FEET
(432.26', REC.);
NORTH 17°54'31" WEST (N 17°55'27" W, REC.) FOR A DISTANCE OF 58.79 FEET
(58.81', REC.);
NORTH 23°44'16" WEST (N 23°45'12" W, REC.) FOR A DISTANCE OF 159.36 FEET
(159.42', REC.);
NORTH 15°40'58" WEST (N 15°41'54" W, REC.) FOR A DISTANCE OF 51.98 FEET
(52.00', REC.);
NORTH 08°52'16" WEST (N 08°53'12" W, REC.) FOR A DISTANCE OF 57.24 FEET
(57.26', REC.);
NORTH 05°42'08" WEST (N 05°43'04" W, REC.) FOR A DISTANCE OF 98.74 FEET
(98.77', REC.);
NORTH 16°46'34" WEST (N 16°47'30" W, REC.) FOR A DISTANCE OF 46.79 FEET
(46.81', REC.);
NORTH 11°09'23" EAST (N 11°08'27" E, REC.) FOR A DISTANCE OF 67.86 FEET (67.88',
REC.);
NORTH 09°01'48" WEST (N 09°02'44" W, REC.) FOR A DISTANCE OF 51.24 FEET
(51.26', REC.);
NORTH 36°13'24" WEST (N 36°14'20" W, REC.) FOR A DISTANCE OF 67.84 FEET
(67.86', REC.);

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EXHIBIT A - 9

NORTH 54°18'33" WEST (N 54°19'29" W, REC.) FOR A DISTANCE OF 193.41 FEET
 (193.48', REC.);
 NORTH 58°19'35" WEST (N 58°20'31" W, REC.) FOR A DISTANCE OF 201.42 FEET
 (201.49', REC.);
 NORTH 66°04'19" WEST (N 66°05'15" W, REC.) FOR A DISTANCE OF 62.60 FEET
 (62.62', REC.);
 NORTH 73°25'36" WEST (N 73°26'32" W, REC.) FOR A DISTANCE OF 53.44 FEET
 (53.46', REC.);
 NORTH 80°15'50" WEST (N 80°16'46" W, REC.) FOR A DISTANCE OF 47.74 FEET
 (47.76', REC.);
 NORTH 60°29'24" WEST (N 60°30'20" W, REC.) FOR A DISTANCE OF 132.43 FEET
 (132.48', REC.);
 NORTH 64°07'46" WEST (N 64°08'42" W, REC.) FOR A DISTANCE OF 93.75 FEET
 (93.78', REC.);
 NORTH 77°01'26" WEST (N 77°02'22" W, REC.) FOR A DISTANCE OF 87.55 FEET
 (87.58', REC.);
 NORTH 56°20'07" WEST (N 56°21'03" W, REC.) FOR A DISTANCE OF 57.07 FEET
 (57.09', REC.);
 NORTH 71°52'38" WEST (N 71°53'34" W, REC.) FOR A DISTANCE OF 41.75 FEET
 (41.76', REC.);
 SOUTH 53°17'19" WEST (S 53°16'23" W, REC.) FOR A DISTANCE OF 38.14 FEET (38.15',
 REC.);
 SOUTH 66°19'00" WEST (S 66°18'04" W, REC.) FOR A DISTANCE OF 60.04 FEET (60.06',
 REC.);
 SOUTH 77°23'54" WEST (S 77°22'58" W, REC.) FOR A DISTANCE OF 62.97 FEET (62.99',
 REC.);
 SOUTH 86°10'53" WEST (S 86°09'57" W, REC.) FOR A DISTANCE OF 83.33 FEET (83.36',
 REC.);
 NORTH 87°13'38" WEST (N 87°14'34" W, REC.) FOR A DISTANCE OF 174.34 FEET
 (174.40', REC.);
 NORTH 75°43'30" WEST (N 75°44'26" W, REC.) FOR A DISTANCE OF 53.76 FEET
 (53.78', REC.);
 NORTH 62°26'53" WEST (N 62°27'49" W, REC.) FOR A DISTANCE OF 136.05 FEET
 (136.10', REC.);
 NORTH 55°16'51" WEST (N 55°17'47" W, REC.) FOR A DISTANCE OF 273.33 FEET
 (273.43', REC.);
 NORTH 50°53'02" WEST (N 50°53'58" W, REC.) FOR A DISTANCE OF 59.90 FEET
 (59.92', REC.);
 NORTH 44°06'33" WEST (N 44°07'29" W, REC.) FOR A DISTANCE OF 34.65 FEET
 (34.66', REC.);
 NORTH 82°18'27" WEST (N 82°19'23" W, REC.) FOR A DISTANCE OF 30.80 FEET;
 THENCE

NORTH 29°03'05" WEST LEAVING SAID FARM ROAD FOR A DISTANCE OF 17.63 FEET TO A ½" REBAR; THENCE
NORTH 29°03'05" WEST FOR A DISTANCE OF 363.07 FEET TO A ½" REBAR; THENCE
NORTH 21°21'11" WEST FOR A DISTANCE OF 270.44 FEET TO A ½" REBAR; THENCE
NORTH 11°53'27" WEST FOR A DISTANCE OF 416.92 FEET TO THE NORTH LINE OF SECTION 1; THENCE
NORTH 89°56'16" EAST ALONG SAID LINE FOR A DISTANCE OF 1656.35 FEET TO AN IRON PIPE AT THE NORTH QUARTER CORNER OF SECTION 1; THENCE
NORTH 89°40'08" EAST ALONG THE NORTH LINE OF SECTION 1 FOR A DISTANCE OF 2631.12 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 9

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 36: SOUTHWEST QUARTER SOUTHWEST QUARTER; EAST HALF SOUTHWEST QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER

EXCEPT:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 36: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 36 IN TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY AN IRON PIPE WITH BRASS CAP ON TOP WHICH SHALL BE THE POINT OF BEGINNING; THENCE

SOUTH 89°56'16" WEST ALONG THE SOUTH LINE OF SECTION 36 FOR A DISTANCE OF 1656.34 FEET; THENCE

NORTH 11°53'27" WEST FOR A DISTANCE OF 38.98 FEET TO A ½" REBAR; THENCE
NORTH 27°02'17" WEST FOR A DISTANCE OF 374.61 FEET TO A ½" REBAR; THENCE
NORTH 34°46'53" WEST FOR A DISTANCE OF 242.84 FEET TO A ½" REBAR; THENCE
NORTH 26°47'37" WEST FOR A DISTANCE OF 418.77 FEET TO A ½" REBAR; THENCE
NORTH 13°29'52" WEST FOR A DISTANCE OF 306.86 FEET TO A ½" REBAR; THENCE
NORTH 66°00'52" WEST FOR A DISTANCE OF 190.17 FEET TO A ½" REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 36; THENCE

NORTH 89°50'35" EAST ALONG SAID LINE FOR A DISTANCE OF 1081.10 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 36; THENCE

NORTH 00°15'39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 36 FOR A DISTANCE OF 1323.40 FEET TO A

5/8" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER
SOUTHWEST QUARTER OF SECTION 36; THENCE
NORTH 89°44'55" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER
SOUTHWEST QUARTER OF SECTION 36 FOR A DISTANCE OF 1319.93 FEET TO A
5/8" REBAR AT THE CENTER QUARTER CORNER OF SECTION 36; THENCE
SOUTH 00°16'01" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF
SECTION 36 FOR A DISTANCE OF 2651.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 12: SOUTH HALF NORTHEAST QUARTER; NORTH HALF NORTHEAST
QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER.

EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 12: A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 12 IN TOWNSHIP 10
SOUTH, RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY A 5/8"
REBAR WHICH SHALL BE THE POINT OF BEGINNING; THENCE
SOUTH 00°03'54" WEST ALONG THE EAST LINE OF SECTION 12 FOR A DISTANCE
OF 2653.35 FEET TO A 5/8" REBAR AT THE EAST QUARTER CORNER OF SECTION
12; THENCE

SOUTH 89°08'28" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER
OF SECTION 12 FOR A DISTANCE OF 1001.68 FEET TO A 1/2" REBAR; THENCE
NORTH 00°02'42" WEST FOR A DISTANCE OF 774.72 FEET TO A 1/2" REBAR; THENCE
SOUTH 63°58'01" EAST FOR A DISTANCE OF 287.27 FEET TO A 1/2" REBAR; THENCE
NORTH 09°08'43" EAST FOR A DISTANCE OF 296.90 FEET TO A 1/2" REBAR; THENCE
NORTH 09°08'43" EAST FOR A DISTANCE OF 8.90 FEET TO THE CENTERLINE OF A
ROAD; THENCE

NORTH 73°00'49" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 138.63
FEET; THENCE

NORTH 66°18'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 50.04
FEET; THENCE

NORTH 55°27'23" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 52.13
FEET; THENCE

NORTH 39°26'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 102.35
FEET; THENCE

NORTH 24°56'09" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 76.05
FEET; THENCE

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EXHIBIT A - 12

NORTH 19°33'18" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 415.42 FEET; THENCE
NORTH 09°54'46" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 952.98 FEET; THENCE
NORTH 20°07'18" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 104.99 FEET; THENCE
SOUTH 88°15'21" EAST FOR A DISTANCE OF 30.62 FEET TO A ½" REBAR; THENCE
SOUTH 88°15'21" EAST FOR A DISTANCE OF 93.41 FEET TO A ½" REBAR; THENCE
NORTH 00°21'59" WEST FOR A DISTANCE OF 27.62 FEET TO THE NORTH LINE OF SECTION 12; THENCE
NORTH 88°44'42" EAST FOR A DISTANCE OF 1232.60 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 11
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 20: SOUTHWEST QUARTER.

PARCEL NO. 12
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 30: NORTHWEST QUARTER NORTHEAST QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER; GOVERNMENT LOTS 3 AND 4; EAST HALF SOUTHWEST QUARTER; WEST HALF SOUTHEAST QUARTER; EAST HALF NORTHEAST QUARTER.

PARCEL NO. 13
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 31: GOVERNMENT LOTS 1 AND 2; EAST HALF NORTHWEST QUARTER

PARCEL NO. 14
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 29: NORTHWEST QUARTER; NORTH HALF SOUTHWEST QUARTER.

PARCEL NO. 15
TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 2: GOVERNMENT LOTS 1 AND 2; SOUTH HALF NORTHEAST QUARTER SOUTHEAST QUARTER; SOUTHEAST QUARTER SOUTHWEST QUARTER.

PARCEL NO. 16

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 2: GOVERNMENT LOT 3; NORTHEAST QUARTER SOUTHWEST QUARTER;
SOUTHEAST QUARTER NORTHWEST QUARTER.

PARCEL NO. 17

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: NORTHWEST QUARTER NORTHEAST QUARTER; SOUTHWEST
QUARTER NORTHEAST QUARTER; NORTHEAST QUARTER SOUTHEAST
QUARTER; SOUTHEAST QUARTER SOUTHEAST QUARTER.

PARCEL NO. 18

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: SOUTHWEST QUARTER NORTHWEST QUARTER. EXCEPT THE
NORTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER;
NORTH HALF SOUTHWEST QUARTER, EXCEPT THE NORTHEAST QUARTER
NORTHEAST QUARTER SOUTHWEST QUARTER.

PARCEL NO. 19

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: SOUTHWEST QUARTER NORTHWEST QUARTER.

PARCEL NO. 20

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 34: NORTHEAST QUARTER; AND ALL THAT PORTION OF THE EAST
HALF NORTHWEST QUARTER AND EAST HALF SOUTHWEST QUARTER LYING
WITHIN TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 21

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 3: LOT 2.

PARCEL NO. 22

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 34: NORTH HALF SOUTHEAST QUARTER; SOUTHWEST QUARTER
SOUTHEAST QUARTER.

PARCEL NO. 23

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: SOUTHEAST QUARTER NORTHEAST QUARTER.

EXCEPT THE NORTH 16 FEET OF THE NORTHEAST QUARTER SOUTHEAST
QUARTER NORTHEAST QUARTER.

AND EXCEPT THE WEST HALF NORTHWEST QUARTER NORTHEAST QUARTER
SOUTHEAST QUARTER NORTHEAST QUARTER.

PARCEL NO. 24

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: THE NORTH 16 FEET OF THE NORTHEAST QUARTER SOUTHEAST
QUARTER NORTHEAST QUARTER;

AND THE WEST HALF NORTHWEST QUARTER NORTHEAST QUARTER
SOUTHEAST QUARTER NORTHEAST QUARTER.

PARCEL NO. 25

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER.

PARCEL NO. 26

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTHEAST QUARTER NORTHEAST QUARTER SOUTHWEST
QUARTER.

PARCEL NO. 27

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 3: ALL THAT PORTION OF LOT 3 LYING WITHIN THE BOUNDARIES OF
TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 28

PART OF SECTION 1 IN TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE
MERIDIAN, TWIN FALLS COUNTY, STATE OF IDAHO.

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1 IN TOWNSHIP 10 SOUTH, RANGE 12 EAST BOISE MERIDIAN SAID CORNER MARKED BY A 5/8 INCH REBAR; THENCE SOUTH 88°50'26" WEST (S 88°46'06" W, REC.) ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE OF 827.66 FEET TO A ½ INCH REBAR WHICH SHALL BE THE POINT OF BEGINNING; THENCE SOUTH 88°50'26" WEST (S 88°46'06" W, REC.) ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE OF 129.06 TO A LINE 10.00 FEET EASTERLY FROM THE EAST EDGE OF A FARM ROAD; THENCE NORTH 21°23'36" WEST (N 21°24'32" W, REC.) ALONG SAID LINE FOR A DISTANCE OF 107.68 FEET; THENCE NORTH 88°50'25" EAST FOR A DISTANCE OF 167.56 FEET TO A ½ INCH REBAR; THENCE SOUTH 00°26'53" EAST (S 00°31'21" E, REC.) FOR A DISTANCE OF 101.04 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 29

A PERPETUAL, EASEMENT FOR THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THE CANAL ROAD AS CONVEYED BY EASEMENT AGREEMENT, DATED AUGUST 11, 2014 BY AND BETWEEN HIGH PLAINS DAIRY, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY AND STANDLEE FAMILY LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, RECORDED SEPTEMBER 25TH, 2014 AS INSTRUMENT NO. 2014-016174, RECORDS OF TWIN FALLS COUNTY, IDAHO.

SAID EASEMENT WAS MODIFIED BY A PARTIAL SUBSTITUTION AGREEMENT WHEREIN GLOBAL AG. IS FREELY SUBSTITUTED FOR STANDLEE, RECORDED OCTOBER 30, 2014 AS INSTRUMENT NO. 2014018281, RECORDS OF TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 30:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, TRANSPORTATION OF WATER, USE AND OCCUPANCY OF THE PIVOT ENCROACHMENTS AND FOR REPAIR AND MAINTENANCE OF THE ROAD AND CANAL AS CONVEYED BY EASEMENT AGREEMENT, DATED NOVEMBER 25TH, 2014 BY AND BETWEEN MICHELLE JEAN MORAMARCO AND PATRICIA LEE KONEN, TRUSTEES OF THE YRAGUI FAMILY TRUST AND GLOBAL AG PROPERTIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 19, 2014 AS INSTRUMENT NO. 2014020856.

PARCEL NO. 31:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, TRANSPORTATION OF WATER, USE AND OCCUPANCY OF THE PIVOT ENCROACHMENTS AND FOR REPAIR AND MAINTENANCE OF THE ROAD AND CANAL AS CONVEYED BY EASEMENT AGREEMENT, DATED NOVEMBER 21ST, 2014 BY AND BETWEEN THE EDWARD AND EVELYN YRAGUI TRUST DATED AUGUST 25, 2011 AND GLOBAL AG PROPERTIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 19, 2014 AS INSTRUMENT NO. 2014020857.

Tax Parcel Nos:

RP09S12E240010
RP09S12E 247200
RP09S12E 253600
RP09S12E 254800
RP09S12E 260000
RP09S12E 263600
RP09S12E 263610
RP09S12E 264800
RP09S12E 266000
RP09S12E 270610
RP09S12E 270750
RP09S12E 271800
RP09S12E 271820
RP09S12E 340000
RP09S12E 342400
RP09S12E 347200
RP09S12E 350000
RP09S12E 351210
RP09S12E 353600
RP09S12E 362400
RP09S12E 365550
RP09S13E 190600
RP09S13E 191800
RP09S13E 195400
RP09S13E 197200
RP09S13E 204800
RP09S13E 292400
RP09S13E 300000
RP09S13E 300600
RP09S13E 304800
RP09S13E 312400
RP10S12E 013001

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EXHIBIT A - 17

RP10S12E 015400
RP10S12E 016590
RP10S12E 018700
RP10S12E 016800
RP10S12E 020001
RP10S12E 022400
RP10S12E 030600
RP10S12E 032400
RP10S12E 120600
RP10S12E 121201
RP09S12E 342600
RP09S12E 344800
RP10S12E 032600

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EXHIBIT A - 18

**EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

All wells (including domestic), underground pipelines, tiling systems, filter stations, drip, overhead and micro-sprinkler systems and equipment.

All irrigation equipment, casings, gearheads, pumps, motors, boosters, irrigation and sprinkler pipe and risers, handlines, filters, drip irrigation systems, pivots, storage facilities, turnouts and related pumping equipment, well improvements, wind machines, and frost protection equipment.

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT B - 1

EXHIBIT C
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING
Water Rights

WR	51	2258		Decreed	Active	9/23/1965	2.5	GROUND WATER	IRRIGATION
WR	51	2259		Decreed	Active	7/25/1963	4.86	GROUND WATER	IRRIGATION
WR	51	2444		Decreed	Active	10/10/1963	3.33	GROUND WATER	IRRIGATION
WR	51	2445		Decreed	Active	11/4/1963	3.49	GROUND WATER	IRRIGATION
WR	51	7108	A	Decreed	Active	7/15/1969	3	GROUND WATER	IRRIGATION
WR	51	7108	B	Decreed	Active	7/15/1969	0.2	GROUND WATER	IRRIGATION
WR	51	7127	A	Decreed	Active	11/20/1969	0.8	GROUND WATER	IRRIGATION
WR	51	13005		Decreed	Active	12/17/1957	4.4	GROUND WATER	IRRIGATION
WR	51	13006		Decreed	Active	11/21/1960	3.55	GROUND WATER	IRRIGATION
WR	51	13007		Decreed	Active	5/22/1968	4	GROUND WATER	IRRIGATION
WR	51	13008		Decreed	Active	7/24/1968	5.76	GROUND WATER	IRRIGATION
WR	51	13009		Decreed	Active	11/21/1960	0.36	GROUND WATER	IRRIGATION
WR	51	13011		Decreed	Active	12/17/1957	0.56	GROUND WATER	IRRIGATION
WR	51	13014		Decreed	Active	11/21/1960	0.31	GROUND WATER	IRRIGATION
WR	51	13029		Decreed	Active	11/16/1962	3.38	GROUND WATER	IRRIGATION
WR	51	13030		Decreed	Active	11/16/1962	1.4	GROUND WATER	IRRIGATION
WR	51	13031		Decreed	Active	3/22/1968	3.61	GROUND WATER	IRRIGATION
WR	51	13032		Decreed	Active	3/22/1968	0.39	GROUND WATER	IRRIGATION
WR	51	13033		Decreed	Active	11/16/1962	4.58	GROUND WATER	IRRIGATION
WR	51	13034		Decreed	Active	11/16/1962	1.78	GROUND WATER	IRRIGATION
WR	51	13035		Decreed	Active	11/21/1960	1.77	GROUND WATER	IRRIGATION
WR	51	13037		Decreed	Active	10/25/1951	2.43	GROUND WATER	IRRIGATION

All rights under that certain Water Supply Bank Rental Agreement No. 9 with the Idaho Water Resource Board in and to the following rights attached hereto.

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT C - 1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

RECEIVED

MAY 01 2017

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GLOBAL AG PROPERTIES II USA LLC 2004 FOX DR STE L, CHAMPAIGN, IL 61820

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
36-2412C	1/22/1960	GROUND WATER	0.32	81.2	20.3	0.016	4.00
36-16158	1/24/1972	GROUND WATER	0.13	45.2	11.3	0.012	4.00
36-16161	8/9/1975	GROUND WATER	0.08	45.2	11.3	0.007	4.00
Combined Limit Totals			0.20	45.2	11.3	0.020	4.00
36-2087K	1/23/1950	GROUND WATER	0.02	4.4	1.1	0.016	4.00
36-2113K	3/12/1951	GROUND WATER	0.01	0.8	0.2	0.020	4.00
36-2161K	1/11/1952	GROUND WATER	0.01	1.3	0.3	0.020	4.00
36-2288M	12/2/1955	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-2311K	11/23/1956	GROUND WATER	0.02	2.0	0.5	0.020	4.00
36-2500K	7/18/1961	GROUND WATER	0.01	2.0	0.5	0.013	4.00
36-2614K	6/7/1965	GROUND WATER	0.02	3.2	0.8	0.017	4.00
36-7307K	2/26/1973	GROUND WATER	0.01	2.0	0.5	0.020	4.00
36-7362K	8/2/1973	GROUND WATER	0.01	7.1	5.2	0.003	1.36
36-7477K	5/28/1974	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7606K	2/4/1976	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7779K	2/22/1978	GROUND WATER	0.03	3.2	0.8	0.019	4.00
36-7832K	12/11/1978	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-10225K	5/1/1985	GROUND WATER	0.01	0.9	0.2	0.019	4.66
36-15169K	12/11/1989	GROUND WATER	0.05	18.0	4.5	0.010	4.00
Combined Limit Totals			0.22	57.0	15.7	0.014	3.63
36-7515	12/12/1974	GROUND WATER	0.15	32.0	8.0	0.192	4.00
36-8412	12/12/1974	GROUND WATER	0.02	9.8	6.0	0.003	1.63
36-16140	3/15/1974	GROUND WATER	0.01	6.4	0.1	0.001	0.57
36-16839	6/23/1952	GROUND WATER	0.13	3.5	0.9	0.012	3.65
Combined Limit Totals			0.01	4.0	1.0	0.100	4.00
36-16148	6/23/1952	GROUND WATER	0.05	14.4	3.6	0.016	4.00
36-4179	8/9/1959	GROUND WATER	1.59	642.7	(80.7)		
36-7377F	9/7/1973	GROUND WATER	0.01	2.6	0.6	0.017	4.00
36-7547F	5/13/1975	GROUND WATER	0.01	4.4	1.1	0.013	4.00
Combined Limit Totals			0.02	4.4	1.1	0.018	4.00

SUPPORT DATA

IN FILE # 36-2087K

Page 1 of 5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
Combined Limit Totals	2.58	890.7	147.7
Combined Rental Totals	2.58	890.7	147.7

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2018

Annual Rental Fee:

2017: \$15,141.90
2018: \$17,814.00

The full fee for the rental of the above-described right(s) is \$15,141.90 per year for year 2017 and \$17,814.00 for 2018. The rental fee includes an administrative fee of \$1,514.19 per year for 2017 and \$1,781.40 for 2018.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement [Click here to enter text.](#)

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	2.110	544.40	136.10	0.016	4.00
Combined Total	2.110	544.40	136.10	0.016	4.00

* The authorized water usage reflects a change from the water right elements rented, to account for combined limits of the water rights and acre limits placed on water rights with low rate per acre and low volume per acre to prevent enlargement and a change in nature of use of water right 35-4179 (80.7 acres).

Detailed water right conditions are attached.

RECEIVED
JUL 14 2014
DEPARTMENT OF
WATER RESOURCES

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
38-16471	2/19/1954	Ground Water		0.75 cfs	149.2 af	NA	37.3 ac
38-16467	7/14/1954	Ground Water		0.35 cfs	69.2 af	NA	17.3 ac
36-16469	4/10/1958	Ground Water		0.62 cfs	180.8 af	NA	45.2 ac
Total Annual Combined Limit				1.72 cfs	399.2 af	NA	99.8 ac

Rental Fee:	Years	2014-2017	\$6,786.4 annually
	Year	2018	\$7,984.0

The fee for rental of the above-described water is \$6,788.40 annually for years 2014-2017 and \$7,984.0 in 2018. Ten percent (\$678.84/\$798.4) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed. Detailed water right conditions are attached.

IN FILE # 36-16471

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
2 Liberty Place, 50 S 16th St., Suite 2600
Philadelphia, PA 19102
File No. NCS 921909-16

RECORDING REQUESTED BY AND
AFTER RECORDING, MAIL TO:

Steel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101
Attention: Virginia M. Pedreira

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE INS CO P
09:52:50 AM 12-19-2018
2018020352
NO. PAGES 49 FEE: \$102.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SW
Electronically Recorded by Simplifile

Space Above this Line for Recorder's Use

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

(This Mortgage is executed in two (2) original counterparts for concurrent
recording in Twin Falls and Owyhee Counties, Idaho)

DATED: December 12, 2018

BY: GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company
Having an address of:
2004 Fox Drive, Suite L
Champaign, IL 61820

GRANTOR

TO: METLIFE REAL ESTATE LENDING LLC,
a Delaware limited liability company
Having an address of:
10801 Mastin Street, Suite 930
Overland Park, KS 66210
Attn: LMG Director

MORTGAGEE

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES
AND FIXTURE FILING**

(Twin Falls and Owyhee Counties, Idaho)

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Mortgage**") is made and entered into as of December __, 2018, by GLOBAL AG PROPERTIES USA LLC, a Delaware limited liability company, as Grantor ("**Grantor**"), to METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company, as Mortgagee ("**Mortgagee**"). Grantor is the owner of the real property located in Twin Falls and Owyhee Counties, Idaho, described on **Exhibit A** attached hereto (the "**Land**").

Mortgagee has agreed to make a loan to Grantor and SUGARLOAF VINEYARD LLC, a Delaware limited liability company ("**Sugarloaf**", and individually and together with Grantor, "**Borrower**"), in the aggregate principal amount of up to

~~on~~ certain terms and conditions set forth in the Loan Documents defined herein (the "**Loan**"). The Loan will be disbursed in multiple disbursements under the terms of that certain Loan Agreement dated as of even date herewith executed between Borrower and Mortgagee (as amended from time to time, the "**Loan Agreement**"). The Loan is evidenced by and shall be repayable with interest according to the terms of (i) that certain Promissory Note (Note A) in the original principal amount of

("Note A"), and (ii) that certain Promissory Note (Note B - RLOC) in the original principal amount of up to ("Note B"), each dated as of even date herewith and made by Borrower to the order of Mortgagee. Note A and Note B, and any renewals, extensions or modifications thereof, are collectively referred to as the "**Notes**." Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

Note B is a revolving line of credit and amounts repaid thereunder may be re-borrowed and repaid under the terms of Note B and the Loan Agreement.

The Security Instruments (as defined below), the Notes, the Loan Agreement, any assignments, pledge agreements and any related documents, other than the Unsecured Indemnity Agreement executed by Borrower and Guarantor (the "**Indemnity Agreement**") and the Guaranty executed by TIAA-CREF Global Agriculture LLC, a Delaware limited liability company ("**Guarantor**"), in connection with the Loan (the "**Guaranty**"), are collectively herein referred to as the "**Loan Documents**."

The term "**Indebtedness**" as used in this Mortgage shall mean:

(a) the principal, interest and other amounts payable under the Notes and the other Loan Documents;

(b) any other amounts that Mortgagee may in its discretion loan to Borrower, with interest thereon, under a written agreement stating that they are intended to be secured hereby;

(c) any amounts expended or advanced by Mortgagee to protect or preserve the Property or the lien created hereby on the Property or to discharge obligations of Borrower hereunder or under any of the other Loan Documents or expenses incurred by Mortgagee to enforce obligations of Borrower, as permitted under the Loan Documents (but excluding the Indemnity Agreement);

(d) prepayment premiums as described in the Notes; and

(e) all other obligations owing to Mortgagee under the terms of this Mortgage and the other Loan Documents.

The Indebtedness secured hereby does not include the obligations under the Indemnity Agreement or the Guaranty, all of which are unsecured obligations.

The Indebtedness is also secured by (i) one or more Deeds of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, and (ii) one or more Mortgages, Security Agreement, Assignment of Rents and Leases and Fixture Filing, each granted by Grantor or Sugarloaf, as of the date of this Mortgage or subsequent hereto (collectively, the **"Security Instruments"**).

FOR VALUE RECEIVED, and in order to secure the Indebtedness and other obligations of Borrower hereafter set forth, Grantor irrevocably mortgages, grants, assigns, transfers and conveys to Mortgagee, all of Grantor's right, title and interest, now held or hereafter acquired in and to the following:

A. The Land, together with all estates, rights, title, interest and estate of Grantor in and to said property including without limitation all of Grantor's right, title and interest in any oil, gas and mineral rights with respect to the Land and all appurtenances and entitlements (the **"Real Property"**);

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) all houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, silos, storage bins, metal sheds and buildings, wells, casings, water towers, utility and pipelines, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) controlled atmosphere equipment, (vi) all tanks, barrels, racks, and other goods, equipment and fixtures used in the operation of the agricultural facilities, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Grantor and located in, on or

about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

C. All present and future income, rents, issues, profits and revenues of the Real Property and the Crops (defined below) from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Grantor for the benefit of Mortgagee and/or the Real Property, Tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Grantor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Grantor of, in and to the same (the "**Proceeds**"); reserving only the right to Grantor to collect the same as long as no default or Event of Default as defined in Section 12 below shall have occurred;

D. All improvements, equipment and fixtures now owned or hereafter acquired by the Grantor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon or used in connection therewith, wherever located, including (i) all wells, irrigation pumps, motors, pipes, sprinklers, drip-line and emitters, filters, water measurement, meters and control structures and other irrigation equipment, including, without limitation, the specific items described in **Exhibit B** attached hereto and incorporated herein, (ii) appliances, pool equipment, and affixed furnishings, (iii) all trellises, wind machines and other frost protection equipment; (iv) all trees, vines and other permanent plantings, and (v) all additions, substitutions for, or replacements of, the foregoing (the "**Improvements**");

E. All rights in and to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Real Property or used in connection with the Real Property, including: (a) all rights to underground water on, under, extracted pursuant to or otherwise attributable to the rights evidenced by any groundwater rights; (b) all water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights, drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or

hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies, including, without limitation, the water rights described in **Exhibit C** attached hereto and incorporated herein; (c) all water and water inventory in storage, including all credits for stored water; (d) all rights under well, pump, filter and water sharing agreements; and (e) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to use, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water (the rights and interests described in this paragraph will be referred to as the "**Water Rights**");

F. All minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the Real Property, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("**Minerals**");

G. All estates, tenements, hereditaments, privileges, easements, franchises, licenses, permits and other rights appurtenant to the Real Property, including: (a) all rights, permits, licenses, and other entitlements authorizing Grantor to use the Property as it presently is being used or as Grantor intends to use it, or both, (b) all rights of way used in connection therewith or as a means of access thereto, (c) the U.S. Department of Agriculture, Farm Services Agency ("**FSA**") crop base and any similar governmental entitlements from time to time allocated to the Real Property, (d) all rights to drain the Real Property and to dispose of irrigation water from the Real Property, together with all drainage easements and rights in drainage districts, and (e) all rights in cooperative associations for milling, ginning, grinding, storage, and marketing of crops and produce from the Real Property (the rights and interests described in this paragraph will be referred to as the "**Appurtenant Rights**");

H. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including the Leases and the Contracts defined herein (the "**Intangibles**");

I. All of Grantor's right, title and interest in and to crops now or hereafter grown, growing or to be grown on the Real Property, including, without limitation, harvested crops, farm products, seed and propagative portions of plants (the "**Crops**");

J. All intellectual property rights now or hereafter held by Grantor with respect to trees, bushes, plants or other permanent plantings now or hereafter growing on the Real Property, including, without limitation, proprietary rights, all trademarks, patents or patent licenses;

K. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and

L. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses; provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing.

The personal property and the Real Property described in paragraphs A through L above are referred to collectively as the "**Property.**"

Grantor grants to Mortgagee a security interest in the Crops, Proceeds, Water Rights, Improvements, Intangibles, Minerals, and all accounts, general intangibles and instruments evidencing or constituting proceeds of the foregoing, together with all other of the foregoing constituting personal property.

This Mortgage, the assignment of the Proceeds and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under the Loan Documents (excepting the obligations under the Indemnity Agreement) and are given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform:

1. **Payment and Performance.** Grantor shall pay to Mortgagee promptly when due all amounts, payment of which is secured by this Mortgage, and shall strictly perform all obligations imposed upon Grantor by this Mortgage.

2. **Possession and Maintenance of the Property.**

2.1 **Possession.** Prior to an Event of Default, as described in Section 12, Grantor may remain in possession and control of and operate and manage the Property and collect the Proceeds from the Property.

2.2 **Duty to Maintain.** Grantor shall maintain or cause to be maintained the Real Property in good condition and promptly perform all repairs and maintenance reasonably necessary to preserve its value. The agricultural portion of the Real Property shall be cultivated in accordance with good husbandry practices and all farming and property operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Grantor shall operate and maintain, or cause to be operated and maintained, the trees, permanent plantings, fixtures, and facilities on the Real Property in accordance with good agricultural and business practice prevailing in the county in which the Property is located.

2.3 **Nuisance, Waste.** Grantor shall not conduct or permit any nuisance and shall not commit or suffer any waste on the Real Property.

2.4 **Removal of Improvements.** Grantor shall maintain and shall not demolish or remove any Improvements from the Real Property without the prior written consent of Mortgagee, except that Grantor shall be entitled, without Mortgagee's consent, to demolish or remove Improvements of a *de minimis* nature that (a) do not relate to the agricultural use of the Real Property, (b) are in accordance with Grantor's budgeted for capital improvements and are consistent with good husbandry and farming practices, or (c) are immaterial to the use or value of the Real Property. Mortgagee shall consent if Grantor makes arrangements in advance satisfactory to Mortgagee to replace any material improvement which Grantor proposes to remove with those of at least equal value. "Improvements" shall include all existing and future improvements now or hereafter installed on or attached to the Real Property, and fences, vines, trees, bushes and irrigation and frost protection equipment.

2.5 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Real Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized and sufficient funds are reserved or bonded by Grantor, as determined by Mortgagee, to provide for any related loss, costs, penalties or adverse determination.

2.6 **Duty to Protect.** Grantor shall do all other acts, in addition to those set forth in this Mortgage, that from the character and use of the Real Property are reasonably necessary to protect and preserve the security and the security interest of Mortgagee.

2.7 **Water Rights.** All existing Water Rights benefiting or available to the Real Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits, or delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located, and pay all related fees and assessments prior to delinquency. Grantor represents and warrants to Mortgagee that none of the Real Property is subject to Reclamation Law. For purposes of this Mortgage, "Reclamation Law" means the Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto and all rules and regulations promulgated thereunder.

2.8 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at reasonable times to attend to Mortgagee's interest and to inspect the Property and, upon reasonable advance notice to Grantor, to inspect any and all financial and other records related to Grantor's operations on the Property. Any such

inspection of Grantor's financial and other records related to Grantor's operations shall take place at Grantor's principal place of business in Champaign, Illinois.

2.9 **Patented and Trademarked Varieties.** Grantor shall not plant on the Real Property, or graft to any trees or vines on the Real Property, patented or trademarked varieties of crops, bushes, trees or vines unless Grantor owns the patent or trademark for such trees, vines or rootstock or a license to plant or graft such trees, vines or rootstock which is transferable to a successor owner of the Real Property.

2.10 **Operations on Property.** Grantor shall ensure that all operations of the Property conform to the standards of husbandry in the geographic area in which the Land is located and shall, at all times, act so as to minimize erosion and depletion of the soil. Grantor shall ensure that all wastewater or other discharges to the environment are conducted in conformance with current industry practices and all current regulatory requirements. Grantor shall use the Property solely for agricultural production and directly related purposes (which may include farm worker housing).

3. **Taxes and Liens.**

3.1 **Payment.** Grantor shall pay when due all taxes, assessments and water charges levied against or on account of the Real Property, including without limitation all water and utility district liens and assessments, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Real Property free of any liens, charges or encumbrances except for the lien of this Mortgage, Permitted Encumbrances (defined below), and of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 **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 Mortgagee's interest in the Real Property is not jeopardized, as determined by Mortgagee, and sufficient funds are reserved by Grantor, as determined by Mortgagee, to provide for any related loss, cost, payment, penalty or adverse determination. If the Real Property is subjected to a lien (except for liens for taxes and assessments that are not yet due) which is not discharged within thirty (30) days, Grantor shall deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien, plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Grantor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Grantor shall satisfy any final adverse judgment before enforcement against the Real Property.

3.3 **Evidence of Payment.** Grantor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee on its demand.

3.4 **Notice of Construction.** Grantor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Real Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). On Mortgagee's request, Grantor will promptly furnish advance assurances satisfactory to Mortgagee that Grantor can and will pay the cost of such improvements.

3.5 **Farm or Agricultural Classification.** Grantor agrees to maintain the farm use or agricultural lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment or zoning as farm use or agricultural lands. Notwithstanding anything contained herein to the contrary, Grantor may change the use of the Real Property from an annual crop to a permanent crop or vice versa and Mortgagee specifically acknowledges that portions of the Real Property may currently be assessed as residential/commercial use.

4. Insurance.

4.1 Casualty Insurance.

(i) Grantor shall carry such casualty insurance as is customarily carried on improvements of the nature owned by Grantor. Grantor shall not be required to carry crop destruction or damage insurance upon the Crops produced upon the Real Property.

(ii) Grantor shall promptly notify Mortgagee of any material loss or damage to the Property. Mortgagee may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Proceeds shall be paid as set forth in the Loan Agreement.

(iii) Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property and Grantor shall assist Mortgagee in obtaining the related assignment.

4.2 **Liability Insurance.** Grantor shall procure and maintain in force such policies of liability insurance as are currently carried by owners of similar properties in Idaho and as Mortgagee may reasonably require including, but not limited to, comprehensive liability coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and a minimum aggregate limit of Two Million and 00/100 Dollars (\$2,000,000.00) with an endorsement showing Mortgagee as an additional insured.

4.3 **Flood Insurance.** Grantor shall procure and maintain such other insurance as may, from time to time, be reasonably required by Mortgagee against other insurable hazards, including but not limited to flood.

4.4 **Insurance Carriers and Certificates.** All insurance policies required hereby shall be issued by companies reasonably satisfactory to Mortgagee on forms, terms and conditions and with deductibles reasonably satisfactory to Mortgagee, all such policies shall be continuously maintained and in full force and effect without material modification for reduction in scope or amount of coverage. Certificates evidencing such insurance and providing thirty (30) days' notice to Mortgagee prior to any cancellation or material reduction in coverage shall be provided to Mortgagee at closing and maintained current at all times.

5. **Warranties of Grantor.**

5.1 **Title.** Grantor warrants that it holds indefeasible and marketable fee title to the Real Property, and merchantable fee title to all of the remainder of the Property, free of all encumbrances other than those set forth in the title insurance policy to be issued to Mortgagee at closing, and leases or other exceptions permitted by the Loan Agreement (the "**Permitted Encumbrances**").

5.2 **Defense of Title.** Subject to the Permitted Encumbrances, Grantor warrants and will forever defend the title to the Property (including without limitation all Water Rights) 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 Mortgagee under this Mortgage, Grantor shall defend the action at its expense.

5.3 **Business Purposes.** Grantor warrants that Grantor is engaging in this transaction exclusively for business, commercial or investment purposes.

5.4 **No Litigation.** Grantor represents and warrants that there is no litigation pending or, to the current actual knowledge of its members, partners, or officers, threatened against Grantor which will substantially adversely affect the ability of Grantor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Grantor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

5.5 **Patented and Trademarked Varieties.** To the extent there are permanent plantings, there are not currently growing on the Real Property any trees, plants, vines or other permanent plantings that are covered by any trademark or patent or pending patent or trademark application other than those which (i) the Grantor has the right to sell and encumber without the consent of, or paying a fee to, any third party or for which it holds a duly issued license, or (ii) with regard to those owned by a Tenant, the Grantor has the right to remove at the expiration of a Tenant's lease.

5.6 **Water.** The Water Rights afford the continuing, enforceable right to receive irrigation water on the Real Property from such sources, in such quantities and at such times and locations as has historically been available to the Real Property without interruption or

substantially increased cost, and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed farming operations on the Real Property.

5.7 **Office of Foreign Asset Control.** Grantor represents that, and agrees to furnish Mortgagee on request evidence confirming that neither Grantor nor any partner, member or stockholder of Grantor is, and no legal or beneficial interest in a partner, member or stockholder of Grantor is or will be held, directly or indirectly by persons or entities appearing on a US Treasury Office of Foreign Assets Control ("OFAC") list, with respect to which entering into transactions with such a person or entity would violate the laws and regulations administered by OFAC or any other law. At all times throughout the term of the Loan, Grantor and all of its respective affiliates shall be in full compliance with all applicable orders, rules, regulations and recommendations of OFAC.

6. **Condemnation.**

6.1 **Application of Net Proceeds.** If all or any part of the Real Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation in excess of \$100,000 be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Real Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this Section 6 shall apply and shall not be considered a transfer for purpose of Section 9 hereof.

6.2 **Proceedings.** If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. In the event Mortgagee has reasonable grounds for insecurity with regard to Grantor's performance of its obligations under this Section 6, Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any reasonable compromise or settlement in connection with such taking or damage, and to obtain and distribute all compensation, awards or other relief therefor to which Grantor may be entitled in accordance with Paragraph 6.1.

7. **Imposition of Tax By State.**

7.1 **State Taxes Covered.** The following shall constitute state taxes to which this Section 7 applies:

(a) A specific tax upon deeds of trust or mortgages or upon all or any part of the indebtedness secured by a deed of trust or mortgage.

(b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a deed of trust or mortgage.

(c) A tax on a deed of trust or mortgage chargeable against the beneficiary or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor (other than Mortgagee's income or gross receipts taxes).

7.2 **Remedies.** If any state tax to which this Section 7 applies is enacted subsequent to the date of this Mortgage and this Mortgage becomes subject to such tax, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Grantor lawfully pays the tax or charge imposed by the state tax;
and

(b) Grantor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

8. **Intentionally Omitted.**

9. **Transfer By Grantor.**

9.1 **Prohibition of Transfer Without Consent.** Except as permitted under the terms of the Loan Agreement, Grantor shall not sell, agree to sell, assign, partition, convey, subcontract, mortgage or otherwise transfer or encumber any fee interest or leasehold interest of more than five years of any part or all of the Property or any interest in the Property, including without limitation any interest in the Water Rights (other than Permitted Encumbrances as defined in the Loan Agreement), without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Grantor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Grantor's obligations under this Mortgage. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events without Mortgagee's prior written consent, or except as otherwise specifically allowed under the Loan Agreement, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest or mortgage or other lien in, all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court;

(c) Any lease of the Property with a term longer than five (5) years except as permitted under the Loan Agreement;

(d) Any of the above events occurs with respect to any portion of the Water Rights; and

(e) Any sale, transfer or assignment in any manner of membership interests in Grantor which are not expressly permitted upon the terms and conditions stated in the Loan Agreement.

9.2 **Condition to Consent.** As a condition of its consent to any transfer of the Real Property where consent is required under Section 9.1 above, Mortgagee may in its discretion impose a reasonable service charge and may increase the interest rate of the Indebtedness and impose such additional conditions as Mortgagee may then determine to be consistent with Mortgagee's underwriting standards and practices then in effect.

9.3 **Effect of Consent.** Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this Section 9. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

10. **Security Agreement; Security Interest.**

10.1 **Security Agreement.** This instrument shall constitute a security agreement with respect to Grantor's right, title and interest in and to the Proceeds, Crops, Water Rights, Improvements, Intangibles, Proceeds, Minerals and any other equipment and personal property included in the description of the Property, and Grantor hereby grants to Mortgagee a security interest therein.

10.2 **Security Interest.** Grantor authorizes Mortgagee to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto necessary to perfect and continue Mortgagee's security interest in the Property. Upon request by

Mortgagee, Grantor shall take whatever other action is reasonably requested by Mortgagee to perfect and continue Mortgagee's security interest in the Property. Grantor hereby appoints Mortgagee as Grantor's attorney-in-fact for the purpose of executing or filing any documents necessary to perfect or continue the security interest granted therein. Grantor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest.

10.3 **Fixture Filing.** This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "**Property**" as used herein and with respect to any goods or other personal property that may now be or hereafter become such fixtures. The Grantor is the record owner of the Property. Grantor shall be deemed the "**Debtor**" with the address set forth for Grantor in Section 14.5 hereof. Mortgagee shall be deemed to be the "**Secured Party**" with the address set forth for Mortgagee in Section 14.5 hereof and shall have all of the rights of a secured party under the Uniform Commercial Code. This Mortgage covers goods which are or are to become fixtures.

10.4 **Representations, Warranties and Covenants.** Grantor hereby represents, warrants, and covenants as follows:

(a) Grantor warrants that (i) Grantor's (that is, "**Debtor's**") name, identity, and principal place of residence/state of organization are as referred to in the first paragraph of this Mortgage, (ii) Grantor has not operated the Property under any other name; and (iii) the location of all tangible personal property collateral is upon the Land. Grantor covenants and agrees that Grantor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (ii) of this Section 10.4 within thirty (30) days of the effective date of any such change, and Grantor authorizes the filing or recording of any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status. Grantor shall provide to Mortgagee upon request, certified copies of any searches of UCC records deemed necessary or appropriate by Mortgagee to confirm the first priority status of its security interest in the personal property, together with copies of all documents or records reflected therein.

(b) The security interest held by Mortgagee shall cover cash and non-cash proceeds of the personal property, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of any of the personal property by Grantor, which sale or other disposition is hereby expressly prohibited without the Mortgagee's prior written consent, other than sales of crops in the ordinary course of the farming operations conducted on the Property.

(c) All of the Property is and shall be owned by Grantor, and is not and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or

entity other than Grantor, except to the extent Mortgagee consents in writing to any lease of any of such property, which consent shall not be unreasonably withheld or conditioned. Grantor shall not create or cause to be created any security interest covering any of the personal property, other than (1) the security interest created herein in favor of Mortgagee, (2) the rights of Tenants lawfully occupying the Property pursuant to Leases approved by Mortgagee, (3) the Permitted Encumbrances, or (4) security interests otherwise permitted under the Loan Agreement.

10.5 Assignment of Leases and Contracts.

10.5.1 As additional collateral and to further secure the Indebtedness and other obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee and its successors and assigns, and grants to Mortgagee, its successors and assigns, a security interest in, all of Grantor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, franchise agreements, water and well agreements, management agreements, crop purchase agreements and management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants or other parties thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of money for the sale use of any portion of the Property or any part thereof whether such user or occupier is tenant, invitee, purchaser, contract party or licensee (all of the foregoing hereafter referred to collectively as the "**Leases and Contracts**" and individually as a "**Lease or Contract**", and said tenants, invitees, purchasers, contract parties and licensees are hereafter referred to collectively as "**Tenants and Contract Parties**" and individually as "**Tenant or Contract Party**" as the context requires), which Leases and Contracts cover or related to all or portions of the Property; together with all of Grantor's right, title, and interest in and to all Proceeds which shall include all income, rents, issues, royalties, profits, rights and benefits and all Tenants' and Contract Parties' security and other similar deposits derived with respect to the Leases and Contracts and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, crop proceeds, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and Contracts and the Proceeds to Mortgagee, and not just to create a security interest.

10.5.2 Grantor hereby represents, warrants, and agrees as follows:

(a) Grantor is the sole holder of the landlord's interest under the Leases, or the owner's interest under the Contracts, as applicable and is entitled to receive the

Proceeds under the Leases and Contracts from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred; and

(b) Grantor has made no pledge or assignment of the Leases and Contracts or Proceeds, other than to Mortgagee, and Grantor shall not, after the date hereof, make or permit any such pledge or assignment.

10.5.3 Grantor hereby covenants and agrees that Grantor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant or Contract Party of or with respect to the whole or any part of the Property to pay all rentals and other Proceeds to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so, and to recognize Mortgagee as the successor to Grantor under the respective Leases and Contracts should Mortgagee elect to enforce its rights thereunder.

10.5.4 Although this Mortgage constitutes an absolute, present and current assignment of all Proceeds, as long as no Event of Default as described in Section 12 on the part of the Grantor shall have occurred, Mortgagee shall not demand that such Proceeds be paid directly to Mortgagee, and Grantor shall have a license to collect, but not more than one (1) accrual period prior to the due date thereof all such Proceeds from the Property (including, without limitation, all rental payments and other proceeds due under the Leases and Contracts).

11. **Reconveyance on Full Performance.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage and the Loan Documents, Mortgagee shall execute and deliver to Grantor a full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file and any other lien, encumbrance or other cloud on title created as a result of this transaction. The reconveyance and filing fees shall be paid by Grantor.

12. **Default.** The following shall constitute Events of Default under this Mortgage and other Loan Documents:

(a) Failure of Borrower to pay any portion of the Indebtedness when due and such failure shall continue for a period of five (5) business days thereafter.

(b) Failure of Borrower within the time required by this Mortgage, but in any event prior to delinquency, to make any payment for taxes, assessments, insurance or for reserves for such payment, or any other payment necessary to prevent filing of or discharge of any lien.

(c) Transfer (either voluntarily or by operation of law), as defined in Section 9 hereof, of any part or interest in the Property or Borrower without the prior written consent of Mortgagee except as expressly permitted herein.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower, except in connection with a transfer approved by Mortgagee pursuant to Section 9 hereof or unless cured within ten (10) days' notice to Grantor; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver, trustee, or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a voidable preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property of Borrower which is not discharged or bonded in the manner permitted by Section 3.2 above.

(e) Failure of Grantor to perform any other obligation under this Mortgage within thirty (30) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Grantor concerning default in performance of the same obligation.

(f) The material inaccuracy of any representation or warranty made pursuant to the Loan Documents or any failure to perform under the Loan Documents beyond any applicable grace period.

(g) The occurrence of a default or Event of Default under any of the Security Instruments or any other mortgage or security instrument now or hereafter securing the Indebtedness or any other documents, agreements, or indemnities evidencing, securing or relating to the loans secured thereby, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(h) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property, subject to applicable notice and cure or grace periods in the Loan Agreement or other Loan Documents.

(i) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

13. Rights and Remedies on Default.

13.1 **Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies or any other remedies available under applicable law:

(a) Mortgagee may declare all or any portion of the Indebtedness immediately due and payable. Any such portion not so accelerated shall remain due and payable as stated in the instruments that evidence the same and may be accelerated thereafter if any default exists under this Mortgage or any of the Security Instruments.

(b) Mortgagee shall have the right to foreclose any of the Property encumbered by any one or all of this Mortgage and the Security Instruments by judicial foreclosure, in accordance with and to the extent allowed by applicable law.

(c) Intentionally omitted.

(d) If this Mortgage is foreclosed by judicial procedure, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Mortgage exceeds the net sale proceeds payable to Mortgagee. No such judgments shall affect or impair Mortgagee's rights and remedies under part (j) of this Section.

(e) With respect to all or any part of the Property that constitutes personalty, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the personal property, separately or together, in accordance with the unified sale procedures set forth in the Uniform Commercial Code as adopted in Idaho.

(f) Mortgagee shall have the right, without notice to Grantor, to take possession of the Property and collect the Proceeds, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any Tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Proceeds are collected by Mortgagee, then Grantor irrevocably designates Mortgagee 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 Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

(g) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Proceeds from the Property and apply the Proceeds, over and above cost of the receivership, against the Indebtedness. Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income therefrom, ex parte, without notice, and without regard to the sufficiency or value of any security for the obligations secured hereby or the solvency of any party bound for its payment, the expenses of which shall be secured by this Mortgage. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

(h) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(i) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, the Loan Documents or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise whether or not specified herein.

(j) Mortgagee shall have such remedies as are provided in any of the Security Instruments or any other assignments, security agreements, or instruments securing the debts secured by any of the Security Instruments. Grantor acknowledges and agrees that this Mortgage and any or all of the Security Instruments may be judicially or non-judicially foreclosed contemporaneously or incrementally in such order as Mortgagee may elect, and that such judicial or non-judicial foreclosure shall not preclude any subsequent foreclosure so long as any portion of the debts secured by any or all of them remains outstanding.

13.2 **Rights of Receiver or Mortgagee-in-Possession.** Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

(a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling Crops (other than Crops owned by Tenants), enforcing and taking actions as landlord under any Leases, and make reasonable expenditures for all maintenance, tax obligations and improvements as in its reasonable judgment are proper;

(b) Collect the Proceeds from the Property and apply such sums to the expenses of use, operation and management; and

(c) At Mortgagee's option, complete any construction or development operations in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this Section 13.2. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Grantor on demand.

13.3 **Sale of the Property.** In exercising its rights and remedies, the Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the Property.

13.4 **Waiver; Election of Remedies.** A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

13.5 **Attorneys' Fees; Expenses.** In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion 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 from the date of expenditure until repaid at the same interest rate as provided in Section 14.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, consultants' fees, attorneys' opinions, and title insurance. Grantor shall and does hereby agree that, if all or a portion of the principal sum of the Notes have, prior to the maturity date fixed in the obligation, become due or been declared due by reason of an Event of Default, the entire amount then due under the terms of this Mortgage and the Notes shall include all attorneys' fees and costs and expenses which are actually incurred as stated above.

The statutes referred to above shall include any successor or replacement statutes or provisions.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence of this Mortgage.

14.2 Binding Upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustees, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Real Property and shall apply to, bind and inure to the benefit of, the successors and assigns of Grantor and Mortgagee.

14.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

14.4 Expenditure by Mortgagee. If Grantor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Grantor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate provided in the Notes, but in any event not at a rate higher than the maximum rate permitted by law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Grantor's default.

14.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person directly or by national overnight courier service, or, if mailed, shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Mortgagee:

MetLife Real Estate Lending LLC
c/o MetLife Investments Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: LMG Director

With a copy to:

MetLife Investment Advisors, LLC
10801 Mastin Street, Suite 930
Overland Park, Kansas 66210
Attn: Legal Department

And a copy to:

MetLife Investment Advisors, LLC
6750 Poplar Avenue, Suite 109
Germantown, Tennessee 38138
Attn: Regional Director

If to Grantor:

Global Ag Properties USA LLC
c/o Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Michael Stockburger

With a copy to:

Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
Attn: Duane Nelson

And a copy to:

Meyer Capel, a Professional Corporation
306 W. Church Street
Champaign, IL 61820
Attn: Jeffrey M. Davis

Any party may change its address for notices by written notice to the other. Notices may be given by electronic transmission if a hard copy is also delivered thereafter, with such notice to be effective when received during business hours or the next business day following electronic receipt if received outside of business hours.

14.6 **Homestead Rights.** Grantor expressly waives any and all homestead and exception rights now or hereafter available under Idaho or Federal law.

14.7 **Jury Trial Waiver.** To the extent now or hereafter permitted by applicable law, the Grantor and by its acceptance hereof, the Mortgagee, hereby waive any right

to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Mortgage or any other Loan Document, or (ii) arising from any lending relationship existing in connection with this Mortgage or any other Loan Document, and the Grantor and by its acceptance hereof, the Mortgagee, agree that any such action or proceeding shall be tried before a judge and not before a jury.

14.8 **Invalid Provisions to Affect No Others.** If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected.

14.9 **Changes in Writing.** This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

14.10 **Applicable Law.** The laws of the State of Idaho shall be applicable for the purpose of construing and determining the perfection and validity of this Mortgage and for determining the enforcement and the rights and remedies of Mortgagee hereunder.

14.11 **Joint and Several.** The obligations of each person comprising Grantor hereunder, if more than one, shall be joint and several.

14.12 **Related Obligations.** By executing, delivering and accepting this Mortgage, Grantor and Mortgagee acknowledge and agree that unless, until and to the extent provided otherwise in the Loan Agreement or a subsequent written agreement executed by Mortgagee:

(a) this Mortgage secures all of the indebtedness and obligations arising under the Notes and the other Loan Documents evidencing or securing the Loan (except the Indemnity Agreement and the Guaranty), together with all interest thereon and other sums due or to become due and obligations to be performed in connection therewith, all in such order as Mortgagee may from time to time elect;

(b) the Notes are secured by this Mortgage and the Security Instruments;

(c) any default under the Loan Agreement, the Notes, the Loan Documents, the Security Instruments or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same shall constitute an Event of Default under this Mortgage;

(d) Mortgagee shall have the right to exercise any remedies under the Loan Agreement and Security Instruments against the Property or against any one or more properties or all of the properties encumbered by the Security Instruments at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties;

(e) a result of the structure of the Loan is that all of the collateral now or hereafter encumbered by all of the Security Instruments, regardless of the form by which it is encumbered or the ownership, shall be security for the repayment of each of the Notes, and shall be available to satisfy the obligations incurred in connection with the entire Loan and each Note;

(f) a default by Borrower under any Note or the Loan Documents could result in the judicial or non-judicial sale of some or all the collateral for the Loan, and the application of the proceeds from such sale to complete or only partial satisfaction of the joint and several obligations of Borrower under any of the Notes or other Loan Documents; and

(g) Grantor acknowledges and agrees that the lien of this Mortgage is part of a larger pool of collateral collectively, jointly and severally securing the Notes. Accordingly, Mortgagee may foreclose this Mortgage and the other Security Instruments, simultaneously or successively and any such foreclosure shall not operate to satisfy the Indebtedness.

14.13 **Exhibits.** The following exhibits are attached to this Mortgage and incorporated herein by reference:

- Exhibit A - Real Property Description
- Exhibit B - Certain Irrigation Equipment
- Exhibit C - Water Rights

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date first above written.

GRANTOR:

GLOBAL AG PROPERTIES USA LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors, LLC
a Delaware limited liability company,
Its Manager

By: Kenny Traynor
Name: Kenny Traynor
Its: Managing Director

[Grantor Acknowledgement]

STATE OF TENNESSEE

COUNTY OF Shelby

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Kenny T. Amon with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Managing Director of Nuveen Alternatives Advisors, a limited liability company, and that as such Managing Director being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company.

Witness my hand and official seal at office at MS TN on this the 7th day of December, 2018.



Notary Public

Commission Expires: 1-20-2020

**EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

Legal Description of Land:

The following real property situated in the State of Idaho, Counties of Twin Falls and Owyhee:

TRACT 71: GAPUS 42 Blue Gulch

TRACT 1

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, OWYHEE COUNTY,
IDAHO

SECTION 34: SOUTHWEST QUARTER OF THE NORTHWEST QUARTER,
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE
EAST ONE-HALF OF THE NORTHWEST QUARTER AND EAST ONE-HALF OF THE
SOUTHWEST QUARTER LYING WITHIN OWYHEE COUNTY, IDAHO.

PARCEL 2:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, OWYHEE COUNTY,
IDAHO

SECTION 3: GOVERNMENT LOT 3, THAT PART LYING WITHIN OWYHEE COUNTY,
IDAHO.

TRACT 2

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 24: EAST HALF NORTHEAST QUARTER; NORTHEAST QUARTER
SOUTHEAST QUARTER.

PARCEL NO. 2

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 19: GOVERNMENT LOTS 1 AND 2; EAST HALF NORTHWEST QUARTER;
WEST HALF NORTHEAST QUARTER; SOUTHEAST QUARTER NORTHEAST
QUARTER; NORTHWEST QUARTER SOUTHEAST QUARTER; EAST HALF
SOUTHEAST QUARTER; EAST HALF SOUTHWEST QUARTER; SOUTHWEST
QUARTER SOUTHEAST QUARTER.

PARCEL NO. 3

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 25: SOUTHWEST QUARTER NORTHWEST QUARTER; SOUTH HALF.

PARCEL NO. 4

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTH HALF NORTHWEST QUARTER; SOUTHEAST QUARTER
NORTHWEST QUARTER; NORTHEAST QUARTER; SOUTH HALF SOUTHWEST
QUARTER; SOUTHEAST QUARTER.

PARCEL NO. 5

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 35
DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35; THENCE
NORTH 00°01' WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 35 A
DISTANCE OF 2641.07 FEET TO THE EAST QUARTER CORNER OF SAID SECTION
35; THENCE

SOUTH 89°52' WEST ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST
QUARTER OF SECTION 35 A DISTANCE OF 1397.5 FEET TO A POINT ON THE
CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE

SOUTH 42°48' EAST 481.1 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD; THENCE

SOUTH 11°26' EAST 1095.4 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD; THENCE

SOUTH 35°06' EAST 1484.3 FEET, ALONG THE CENTERLINE OF SAID PRIVATE
ROAD TO THE POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO SECTION 35:

NORTHEAST QUARTER; NORTH HALF NORTHWEST QUARTER; SOUTHEAST
QUARTER NORTHWEST QUARTER; NORTHEAST QUARTER SOUTHWEST
QUARTER.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE SOUTHWEST QUARTER NORTHEAST QUARTER, THE
SOUTHEAST QUARTER NORTHWEST QUARTER AND THE NORTHEAST QUARTER

SOUTHWEST QUARTER OF SECTION 35, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 35 AND 36;
THENCE SOUTH 89°52' WEST, A DISTANCE OF 1397.5 FEET TO THE TRUE POINT OF
BEGINNING, SAID POINT BEING ON THE CENTERLINE OF AN EXISTING PRIVATE
ROAD AND ON THE NORTH BOUNDARY LINE OF THE
NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 35; THENCE
NORTH 42°48' WEST A DISTANCE OF 60.0 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 47°58' WEST A DISTANCE OF 948.0 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
NORTH 15°08' WEST A DISTANCE OF 421 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 46°28' WEST A DISTANCE OF 229.4 FEET ALONG THE CENTERLINE OF
SAID ROAD TO A POINT; THENCE
SOUTH 53°42' WEST A DISTANCE OF 1138.8 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
SOUTH 34°44' EAST A DISTANCE OF 693.1 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 25°23' EAST A DISTANCE OF 381.8 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 8°06' EAST A DISTANCE OF 984.9 FEET TO THE 1/16 CORNER, SAID CORNER
BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHWEST
QUARTER OF SECTION 35; THENCE
NORTH 00°01' WEST A DISTANCE OF 1320.5 FEET ALONG THE EAST BOUNDARY
LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER TO THE NORTHEAST
CORNER OF SAID 40 ACRE TRACT (NE ¼ SW ¼); THENCE
NORTH 89°52' EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST
QUARTER NORTHEAST QUARTER SECTION 35 A DISTANCE OF 1241.65 FEET TO
THE POINT OF BEGINNING.

PARCEL NO. 6

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: SOUTHEAST QUARTER SOUTHWEST QUARTER; SOUTHEAST
QUARTER.

EXCEPT:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 35 AND 36,
TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, A BRASS CAP PROPERLY
MONUMENTED; THENCE

NORTH 0°01' WEST ALONG THE SECTION LINE COMMON TO SECTIONS 35 AND 36
A DISTANCE OF 2,641.07 FEET TO THE QUARTER CORNER COMMON TO SECTIONS
35 AND 36; THENCE

SOUTH 89°52' WEST ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST
QUARTER SOUTHEAST QUARTER SECTION 35 A DISTANCE OF 1,397.5 FEET TO A
POINT ON THE CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE
SOUTH 42°48' EAST A DISTANCE OF 481.1 FEET ALONG SAID ROAD; THENCE
SOUTH 11°26' EAST A DISTANCE OF 1,095.4 FEET ALONG SAID ROAD; THENCE
SOUTH 35°06' EAST A DISTANCE OF 1,484.3 FEET ALONG SAID ROAD TO THE
POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO SECTION 35: A TRACT OF LAND IN THE SOUTHWEST QUARTER
NORTHEAST QUARTER, THE SOUTHEAST QUARTER NORTHWEST QUARTER, AND
THE NORTHEAST QUARTER SOUTHWEST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 35 AND 36,
TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN; THENCE
SOUTH 89°52' WEST A DISTANCE OF 1,397.5 FEET TO THE TRUE POINT OF
BEGINNING, SAID POINT BEING ON THE CENTERLINE OF AN EXISTING PRIVATE
ROAD AND ON THE NORTH BOUNDARY LINE OF THE
NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 35; THENCE
NORTH 42°48' WEST A DISTANCE OF 60.0 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 47°58' WEST A DISTANCE OF 948.0 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
NORTH 15°08' WEST A DISTANCE OF 421 FEET ALONG THE CENTERLINE OF SAID
ROAD; THENCE
NORTH 46°28' WEST A DISTANCE OF 229.4 FEET ALONG THE CENTERLINE OF
SAID ROAD TO A POINT; THENCE
SOUTH 53°42' WEST A DISTANCE OF 1,138.8 FEET ALONG THE CENTERLINE OF
SAID ROAD; THENCE
SOUTH 34°44' EAST A DISTANCE OF 693.1 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 25°23' EAST A DISTANCE OF 381.8 FEET TO A POINT ON THE CENTERLINE
OF SAID ROAD; THENCE
SOUTH 8°06' EAST A DISTANCE OF 984.9 FEET TO THE 1/16 CORNER, SAID CORNER
BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHWEST
QUARTER OF SECTION 35; THENCE
NORTH 0°01' WEST A DISTANCE OF 1,320.5 FEET ALONG THE EAST BOUNDARY
LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER TO THE NORTHEAST

QUARTER SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF SAID 40 ACRE TRACT (NE $\frac{1}{4}$ SW $\frac{1}{4}$); THENCE NORTH 89°05'21" EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST QUARTER NORTHEAST QUARTER SECTION 35 A DISTANCE OF 1,241.65 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 1: WEST HALF SOUTHWEST QUARTER.
EXCEPT THE NORTH 400 FEET THEREOF.

PARCEL NO. 7A

A RIGHT OF WAY TO TRAVERSE THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 1 BEING 50 FEET IN WIDTH AND 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 1 AND 2, 11 AND 12, TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN; THENCE NORTH 89°56' EAST ALONG THE SECTION LINE COMMON TO SECTIONS 1 AND 12 A DISTANCE OF 1620 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE NORTH 18°00' WEST ALONG THE EXISTING IRRIGATION DITCH A DISTANCE OF 970.8 FEET TO THE EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 1; AS GRANTED IN RIGHT OF WAY DEED RECORDED JANUARY 18, 1968, AS INSTRUMENT NO. 584464, RECORDS OF TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 8

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 1: GOVERNMENT LOTS 1, 2, 3, 4; SOUTH HALF NORTHWEST QUARTER; SOUTHWEST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHWEST QUARTER; THE NORTH 400 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER; SOUTHEAST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHEAST QUARTER; WEST HALF SOUTHEAST QUARTER.

EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO,

SECTION 1: A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE

SOUTH 88°46'06" WEST A DISTANCE OF 1331.84 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 1 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°46'06" WEST A DISTANCE OF 1301.47 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 1 TO THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE

SOUTH 88°46'06" WEST A DISTANCE OF 638.61 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 1; THENCE

NORTH 01°58'04" WEST A DISTANCE OF 94.62 FEET; THENCE

NORTH 50°25'19" WEST A DISTANCE OF 163.07 FEET; THENCE

SOUTH 89°34'22" WEST A DISTANCE OF 61.92 FEET; THENCE

SOUTH 00°31'21" EAST A DISTANCE OF 202.08 FEET TO THE SOUTHERLY BOUNDARY OF SAID SECTION 1; THENCE

SOUTH 88°46'06" WEST A DISTANCE OF 129.06 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 1 TO A POINT 10.00 FEET EASTERLY FROM THE EAST EDGE OF A FARM ROAD; THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET EASTERLY FRONT THE EAST EDGE OF SAID FARM ROAD THE FOLLOWING COURSES AND DISTANCES:

NORTH 21°24'32" WEST A DISTANCE OF 518.43 FEET; THENCE

NORTH 16°32'06" WEST A DISTANCE OF 450.55 FEET; THENCE

NORTH 13°11'58" WEST A DISTANCE OF 93.48 FEET; THENCE

NORTH 06°13'48" WEST A DISTANCE OF 79.73 FEET; THENCE

NORTH 00°36'25" EAST A DISTANCE OF 1483.77 FEET; THENCE

NORTH 00°49'34" WEST A DISTANCE OF 1571.95 FEET; THENCE

NORTH 01°23'53" WEST A DISTANCE OF 143.87 FEET; THENCE

NORTH 02°07'38" EAST A DISTANCE OF 83.38 FEET TO A POINT APPROXIMATELY 10.00 FEET NORTHERLY FROM THE NORTH EDGE OF A FARM ROAD; THENCE EASTERLY AND SOUTHERLY APPROXIMATELY PARALLEL WITH AND 10.00 FEET NORTHERLY FROM SAID FARM ROAD THE FOLLOWING COURSES AND DISTANCES:

NORTH 72°36'37" EAST A DISTANCE OF 29.31 FEET; THENCE

SOUTH 82°19'23" EAST A DISTANCE OF 35.81 FEET; THENCE

SOUTH 44°07'29" EAST A DISTANCE OF 34.66 FEET; THENCE

SOUTH 50°53'58" EAST A DISTANCE OF 59.92 FEET; THENCE

SOUTH 55°17'47" EAST A DISTANCE OF 273.43 FEET; THENCE

SOUTH 62°27'49" EAST A DISTANCE OF 136.10 FEET; THENCE

SOUTH 75°44'26" EAST A DISTANCE OF 53.78 FEET; THENCE

SOUTH 87°14'34" EAST A DISTANCE OF 174.40 FEET; THENCE

NORTH 86°09'57" EAST A DISTANCE OF 83.36 FEET; THENCE

NORTH 77°22'58" EAST A DISTANCE OF 62.99 FEET; THENCE

NORTH 66°18'04" EAST A DISTANCE OF 60.06 FEET; THENCE

NORTH 53°16'23" EAST A DISTANCE OF 38.15 FEET; THENCE

SOUTH 71°53'34" EAST A DISTANCE OF 41.76 FEET; THENCE

SOUTH 56°21'03" EAST A DISTANCE OF 57.09 FEET; THENCE
SOUTH 77°02'22" EAST A DISTANCE OF 87.58 FEET; THENCE
SOUTH 64°08'42" EAST A DISTANCE OF 93.78 FEET; THENCE
SOUTH 60°30'20" EAST A DISTANCE OF 132.48 FEET; THENCE
SOUTH 80°16'46" EAST A DISTANCE OF 47.76 FEET; THENCE
SOUTH 73°26'32" EAST A DISTANCE OF 53.46 FEET; THENCE
SOUTH 66°05'15" EAST A DISTANCE OF 62.62 FEET; THENCE
SOUTH 58°20'31" EAST A DISTANCE OF 201.49 FEET; THENCE
SOUTH 54°19'29" EAST A DISTANCE OF 193.48 FEET; THENCE
SOUTH 36°14'20" EAST A DISTANCE OF 67.86 FEET; THENCE
SOUTH 09°02'44" EAST A DISTANCE OF 51.26 FEET; THENCE
SOUTH 11°08'27" WEST A DISTANCE OF 67.88 FEET; THENCE
SOUTH 16°47'30" EAST A DISTANCE OF 46.81 FEET; THENCE
SOUTH 05°43'04" EAST A DISTANCE OF 98.77 FEET; THENCE
SOUTH 08°53'12" EAST A DISTANCE OF 57.26 FEET; THENCE
SOUTH 15°41'54" EAST A DISTANCE OF 52.00 FEET; THENCE
SOUTH 23°45'12" EAST A DISTANCE OF 159.42 FEET; THENCE
SOUTH 17°55'27" EAST A DISTANCE OF 58.81 FEET; THENCE
SOUTH 02°03'14" WEST A DISTANCE OF 432.26 FEET; THENCE
SOUTH 03°01'38" EAST A DISTANCE OF 49.46 FEET; THENCE
SOUTH 10°55'07" EAST A DISTANCE OF 98.37 FEET; THENCE
SOUTH 16°47'02" EAST A DISTANCE OF 125.90 FEET; THENCE
SOUTH 15°54'54" EAST A DISTANCE OF 413.77 FEET; THENCE
SOUTH 19°47'20" EAST A DISTANCE OF 108.97 FEET; THENCE
SOUTH 25°19'59" EAST A DISTANCE OF 78.29 FEET; THENCE
SOUTH 21°16'57" EAST A DISTANCE OF 69.92 FEET; THENCE
SOUTH 12°21'12" EAST A DISTANCE OF 74.88 FEET; THENCE
SOUTH 04°27'10" EAST A DISTANCE OF 135.57 FEET; THENCE
SOUTH 10°56'02" EAST A DISTANCE OF 510.22 FEET; THENCE
SOUTH 01°21'36" EAST A DISTANCE OF 200.21 FEET; THENCE
SOUTH 05°15'49" EAST A DISTANCE OF 69.52 FEET; THENCE
SOUTH 11°02'55" EAST A DISTANCE OF 126.76 FEET; THENCE
SOUTH 20°20'22" EAST A DISTANCE OF 298.89 FEET; THENCE
SOUTH 24°52'04" EAST A DISTANCE OF 338.33 FEET TO THE TRUE POINT OF
BEGINNING.

AND EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 1: A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT A - 7

SOUTH 88°46'06" WEST A DISTANCE OF 1331.84 FEET; THENCE
NORTH 24°52'04" WEST A DISTANCE OF 85.68 FEET TO THE TRUE POINT OF
BEGINNING; THENCE
NORTH 24°52'04" WEST A DISTANCE OF 252.65 FEET; THENCE
NORTH 20°20'22" WEST A DISTANCE OF 63.92 FEET; THENCE
SOUTH 89°55'56" EAST A DISTANCE OF 414.87 FEET; THENCE
SOUTH 00°00'45" WEST A DISTANCE OF 349.95 FEET; THENCE
NORTH 82°17'15" WEST A DISTANCE OF 151.28 FEET; THENCE
NORTH 73°16'52" WEST A DISTANCE OF 142.44 FEET TO THE TRUE POINT OF
BEGINNING.

AND EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 1: A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1 IN TOWNSHIP 10 SOUTH,
RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY AN IRON PIPE
WITH BRASS CAP ON TOP WHICH SHALL BE THE POINT OF BEGINNING; THENCE
SOUTH 00°05'55" WEST ALONG THE EAST LINE OF SECTION 1 FOR A DISTANCE OF
5306.74 FEET TO A 5/8" REBAR AT THE SOUTHEAST CORNER OF SECTION 1;
THENCE

SOUTH 88°44'42" WEST ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE
OF 1232.60 FEET; THENCE

NORTH 00°21'59" WEST FOR A DISTANCE OF 35.88 FEET TO A 1/2" REBAR; THENCE
SOUTH 82°13'54" EAST (S 82°17'15" E, REC.) FOR A DISTANCE OF 151.34 FEET
(151.28', REC.) TO A 1/2" REBAR; THENCE

NORTH 00°01'45" EAST (N 00°00'45" E, REC.) FOR A DISTANCE OF 349.90 FEET
349.95', REC.) TO A 1/2" REBAR; THENCE

NORTH 89°54'39" WEST (N 89°55'56" W, REC.) FOR A DISTANCE OF 420.51 FEET
(414.87', REC.) TO A 1/2" REBAR APPROXIMATELY 10.00 FEET EASTERLY FROM THE
EAST EDGE OF A FARM ROAD; THENCE

EASTERLY AND NORTHERLY APPROXIMATELY PARALLEL WITH AND 10.00 FEET
EASTERLY AND NORTHERLY FROM THE EDGE OF SAID FARM ROAD THE
FOLLOWING COURSES AND DISTANCES;

NORTH 18°48'00" WEST (N 20°20'22" W, REC.) FOR A DISTANCE OF 231.27 FEET;
NORTH 11°01'59" WEST (N 11°02'55" W, REC.) FOR A DISTANCE OF 126.75 FEET
(126.76', REC.);

NORTH 05°14'53" WEST (N 05°15'49" W, REC.) FOR A DISTANCE OF 69.50 FEET
(69.52', REC.);

NORTH 01°20'40" WEST (N 01°21'36" W, REC.) FOR A DISTANCE OF 200.14 FEET (200.21', REC.);
NORTH 10°55'06" WEST (N 10°56'02" W, REC.) FOR A DISTANCE OF 510.04 FEET (510.22', REC.);
NORTH 04°26'14" WEST (N 04°27'10" W, REC.) FOR A DISTANCE OF 135.52 FEET (135.57', REC.);
NORTH 12°20'16" WEST (N 12°21'12" W, REC.) FOR A DISTANCE OF 74.85 FEET (74.88', REC.);
NORTH 21°16'01" WEST (N 21°16'57" W, REC.) FOR A DISTANCE OF 69.90 FEET (69.92', REC.);
NORTH 25°19'03" WEST (N 25°19'59" W, REC.) FOR A DISTANCE OF 78.26 FEET (78.29', REC.);
NORTH 19°46'24" WEST (N 19°47'20" W, REC.) FOR A DISTANCE OF 108.93 FEET (108.97', REC.);
NORTH 15°53'58" WEST (N 15°54'54" W, REC.) FOR A DISTANCE OF 413.62 FEET (413.77', REC.);
NORTH 16°46'06" WEST (N 16°47'02" W, REC.) FOR A DISTANCE OF 125.86 FEET (125.90', REC.);
NORTH 10°54'11" WEST (N 10°55'07" W, REC.) FOR A DISTANCE OF 98.34 FEET (98.37', REC.);
NORTH 03°00'42" WEST (N 03°01'38" W, REC.) FOR A DISTANCE OF 49.44 FEET (49.46', REC.);
NORTH 02°04'10" EAST (N 02°03'14" E, REC.) FOR A DISTANCE OF 432.11 FEET (432.26', REC.);
NORTH 17°54'31" WEST (N 17°55'27" W, REC.) FOR A DISTANCE OF 58.79 FEET (58.81', REC.);
NORTH 23°44'16" WEST (N 23°45'12" W, REC.) FOR A DISTANCE OF 159.36 FEET (159.42', REC.);
NORTH 15°40'58" WEST (N 15°41'54" W, REC.) FOR A DISTANCE OF 51.98 FEET (52.00', REC.);
NORTH 08°52'16" WEST (N 08°53'12" W, REC.) FOR A DISTANCE OF 57.24 FEET (57.26', REC.);
NORTH 05°42'08" WEST (N 05°43'04" W, REC.) FOR A DISTANCE OF 98.74 FEET (98.77', REC.);
NORTH 16°46'34" WEST (N 16°47'30" W, REC.) FOR A DISTANCE OF 46.79 FEET (46.81', REC.);
NORTH 11°09'23" EAST (N 11°08'27" E, REC.) FOR A DISTANCE OF 67.86 FEET (67.88', REC.);
NORTH 09°01'48" WEST (N 09°02'44" W, REC.) FOR A DISTANCE OF 51.24 FEET (51.26', REC.);
NORTH 36°13'24" WEST (N 36°14'20" W, REC.) FOR A DISTANCE OF 67.84 FEET (67.86', REC.);

NORTH 54°18'33" WEST (N 54°19'29" W, REC.) FOR A DISTANCE OF 193.41 FEET
 (193.48', REC.);
 NORTH 58°19'35" WEST (N 58°20'31" W, REC.) FOR A DISTANCE OF 201.42 FEET
 (201.49', REC.);
 NORTH 66°04'19" WEST (N 66°05'15" W, REC.) FOR A DISTANCE OF 62.60 FEET
 (62.62', REC.);
 NORTH 73°25'36" WEST (N 73°26'32" W, REC.) FOR A DISTANCE OF 53.44 FEET
 (53.46', REC.);
 NORTH 80°15'50" WEST (N 80°16'46" W, REC.) FOR A DISTANCE OF 47.74 FEET
 (47.76', REC.);
 NORTH 60°29'24" WEST (N 60°30'20" W, REC.) FOR A DISTANCE OF 132.43 FEET
 (132.48', REC.);
 NORTH 64°07'46" WEST (N 64°08'42" W, REC.) FOR A DISTANCE OF 93.75 FEET
 (93.78', REC.);
 NORTH 77°01'26" WEST (N 77°02'22" W, REC.) FOR A DISTANCE OF 87.55 FEET
 (87.58', REC.);
 NORTH 56°20'07" WEST (N 56°21'03" W, REC.) FOR A DISTANCE OF 57.07 FEET
 (57.09', REC.);
 NORTH 71°52'38" WEST (N 71°53'34" W, REC.) FOR A DISTANCE OF 41.75 FEET
 (41.76', REC.);
 SOUTH 53°17'19" WEST (S 53°16'23" W, REC.) FOR A DISTANCE OF 38.14 FEET (38.15',
 REC.);
 SOUTH 66°19'00" WEST (S 66°18'04" W, REC.) FOR A DISTANCE OF 60.04 FEET (60.06',
 REC.);
 SOUTH 77°23'54" WEST (S 77°22'58" W, REC.) FOR A DISTANCE OF 62.97 FEET (62.99',
 REC.);
 SOUTH 86°10'53" WEST (S 86°09'57" W, REC.) FOR A DISTANCE OF 83.33 FEET (83.36',
 REC.);
 NORTH 87°13'38" WEST (N 87°14'34" W, REC.) FOR A DISTANCE OF 174.34 FEET
 (174.40', REC.);
 NORTH 75°43'30" WEST (N 75°44'26" W, REC.) FOR A DISTANCE OF 53.76 FEET
 (53.78', REC.);
 NORTH 62°26'53" WEST (N 62°27'49" W, REC.) FOR A DISTANCE OF 136.05 FEET
 (136.10', REC.);
 NORTH 55°16'51" WEST (N 55°17'47" W, REC.) FOR A DISTANCE OF 273.33 FEET
 (273.43', REC.);
 NORTH 50°53'02" WEST (N 50°53'58" W, REC.) FOR A DISTANCE OF 59.90 FEET
 (59.92', REC.);
 NORTH 44°06'33" WEST (N 44°07'29" W, REC.) FOR A DISTANCE OF 34.65 FEET
 (34.66', REC.);
 NORTH 82°18'27" WEST (N 82°19'23" W, REC.) FOR A DISTANCE OF 30.80 FEET;
 THENCE

NORTH 29°03'05" WEST LEAVING SAID FARM ROAD FOR A DISTANCE OF 17.63 FEET TO A ½" REBAR; THENCE
NORTH 29°03'05" WEST FOR A DISTANCE OF 363.07 FEET TO A ½" REBAR; THENCE
NORTH 21°21'11" WEST FOR A DISTANCE OF 270.44 FEET TO A ½" REBAR; THENCE
NORTH 11°53'27" WEST FOR A DISTANCE OF 416.92 FEET TO THE NORTH LINE OF SECTION 1; THENCE
NORTH 89°56'16" EAST ALONG SAID LINE FOR A DISTANCE OF 1656.35 FEET TO AN IRON PIPE AT THE NORTH QUARTER CORNER OF SECTION 1; THENCE
NORTH 89°40'08" EAST ALONG THE NORTH LINE OF SECTION 1 FOR A DISTANCE OF 2631.12 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 9

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 36: SOUTHWEST QUARTER SOUTHWEST QUARTER; EAST HALF SOUTHWEST QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER

EXCEPT:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 36: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 36 IN TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY AN IRON PIPE WITH BRASS CAP ON TOP WHICH SHALL BE THE POINT OF BEGINNING; THENCE

SOUTH 89°56'16" WEST ALONG THE SOUTH LINE OF SECTION 36 FOR A DISTANCE OF 1656.34 FEET; THENCE

NORTH 11°53'27" WEST FOR A DISTANCE OF 38.98 FEET TO A ½" REBAR; THENCE
NORTH 27°02'17" WEST FOR A DISTANCE OF 374.61 FEET TO A ½" REBAR; THENCE
NORTH 34°46'53" WEST FOR A DISTANCE OF 242.84 FEET TO A ½" REBAR; THENCE
NORTH 26°47'37" WEST FOR A DISTANCE OF 418.77 FEET TO A ½" REBAR; THENCE
NORTH 13°29'52" WEST FOR A DISTANCE OF 306.86 FEET TO A ½" REBAR; THENCE
NORTH 66°00'52" WEST FOR A DISTANCE OF 190.17 FEET TO A ½" REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 36; THENCE

NORTH 89°50'35" EAST ALONG SAID LINE FOR A DISTANCE OF 1081.10 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 36; THENCE

NORTH 00°15'39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 36 FOR A DISTANCE OF 1323.40 FEET TO A

5/8" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER
SOUTHWEST QUARTER OF SECTION 36; THENCE
NORTH 89°44'55" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER
SOUTHWEST QUARTER OF SECTION 36 FOR A DISTANCE OF 1319.93 FEET TO A
5/8" REBAR AT THE CENTER QUARTER CORNER OF SECTION 36; THENCE
SOUTH 00°16'01" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF
SECTION 36 FOR A DISTANCE OF 2651.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10
TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO
SECTION 12: SOUTH HALF NORTHEAST QUARTER; NORTH HALF NORTHEAST
QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER.

EXCEPT:
TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO
SECTION 12: A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 12 IN TOWNSHIP 10
SOUTH, RANGE 12 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY A 5/8"
REBAR WHICH SHALL BE THE POINT OF BEGINNING; THENCE
SOUTH 00°03'54" WEST ALONG THE EAST LINE OF SECTION 12 FOR A DISTANCE
OF 2653.35 FEET TO A 5/8" REBAR AT THE EAST QUARTER CORNER OF SECTION
12; THENCE
SOUTH 89°08'28" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER
OF SECTION 12 FOR A DISTANCE OF 1001.68 FEET TO A 1/2" REBAR; THENCE
NORTH 00°02'42" WEST FOR A DISTANCE OF 774.72 FEET TO A 1/2" REBAR; THENCE
SOUTH 63°58'01" EAST FOR A DISTANCE OF 287.27 FEET TO A 1/2" REBAR; THENCE
NORTH 09°08'43" EAST FOR A DISTANCE OF 296.90 FEET TO A 1/2" REBAR; THENCE
NORTH 09°08'43" EAST FOR A DISTANCE OF 8.90 FEET TO THE CENTERLINE OF A
ROAD; THENCE
NORTH 73°00'49" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 138.63
FEET; THENCE
NORTH 66°18'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 50.04
FEET; THENCE
NORTH 55°27'23" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 52.13
FEET; THENCE
NORTH 39°26'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 102.35
FEET; THENCE
NORTH 24°56'09" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 76.05
FEET; THENCE

NORTH 19°33'18" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 415.42 FEET; THENCE
NORTH 09°54'46" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 952.98 FEET; THENCE
NORTH 20°07'18" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 104.99 FEET; THENCE
SOUTH 88°15'21" EAST FOR A DISTANCE OF 30.62 FEET TO A ½" REBAR; THENCE
SOUTH 88°15'21" EAST FOR A DISTANCE OF 93.41 FEET TO A ½" REBAR; THENCE
NORTH 00°21'59" WEST FOR A DISTANCE OF 27.62 FEET TO THE NORTH LINE OF SECTION 12; THENCE
NORTH 88°44'42" EAST FOR A DISTANCE OF 1232.60 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 11
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 20: SOUTHWEST QUARTER.

PARCEL NO. 12
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 30: NORTHWEST QUARTER NORTHEAST QUARTER; NORTHEAST QUARTER NORTHWEST QUARTER; GOVERNMENT LOTS 3 AND 4; EAST HALF SOUTHWEST QUARTER; WEST HALF SOUTHEAST QUARTER; EAST HALF NORTHEAST QUARTER.

PARCEL NO. 13
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 31: GOVERNMENT LOTS 1 AND 2; EAST HALF NORTHWEST QUARTER

PARCEL NO. 14
TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 29: NORTHWEST QUARTER; NORTH HALF SOUTHWEST QUARTER.

PARCEL NO. 15
TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 2: GOVERNMENT LOTS 1 AND 2; SOUTH HALF NORTHEAST QUARTER SOUTHEAST QUARTER; SOUTHEAST QUARTER SOUTHWEST QUARTER.

PARCEL NO. 16

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 2: GOVERNMENT LOT 3; NORTHEAST QUARTER SOUTHWEST QUARTER;
SOUTHEAST QUARTER NORTHWEST QUARTER.

PARCEL NO. 17

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: NORTHWEST QUARTER NORTHEAST QUARTER; SOUTHWEST
QUARTER NORTHEAST QUARTER; NORTHEAST QUARTER SOUTHEAST
QUARTER; SOUTHEAST QUARTER SOUTHEAST QUARTER.

PARCEL NO. 18

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: SOUTHWEST QUARTER NORTHWEST QUARTER. EXCEPT THE
NORTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER;
NORTH HALF SOUTHWEST QUARTER, EXCEPT THE NORTHEAST QUARTER
NORTHEAST QUARTER SOUTHWEST QUARTER.

PARCEL NO. 19

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 35: SOUTHWEST QUARTER NORTHWEST QUARTER.

PARCEL NO. 20

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 34: NORTHEAST QUARTER; AND ALL THAT PORTION OF THE EAST
HALF NORTHWEST QUARTER AND EAST HALF SOUTHWEST QUARTER LYING
WITHIN TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 21

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 3: LOT 2.

PARCEL NO. 22

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 34: NORTH HALF SOUTHEAST QUARTER; SOUTHWEST QUARTER
SOUTHEAST QUARTER.

PARCEL NO. 23

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: SOUTHEAST QUARTER NORTHEAST QUARTER.

EXCEPT THE NORTH 16 FEET OF THE NORTHEAST QUARTER SOUTHEAST
QUARTER NORTHEAST QUARTER.

AND EXCEPT THE WEST HALF NORTHWEST QUARTER NORTHEAST QUARTER
SOUTHEAST QUARTER NORTHEAST QUARTER.

PARCEL NO. 24

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 27: THE NORTH 16 FEET OF THE NORTHEAST QUARTER SOUTHEAST
QUARTER NORTHEAST QUARTER;

AND THE WEST HALF NORTHWEST QUARTER NORTHEAST QUARTER
SOUTHEAST QUARTER NORTHEAST QUARTER.

PARCEL NO. 25

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER.

PARCEL NO. 26

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 26: NORTHEAST QUARTER NORTHEAST QUARTER SOUTHWEST
QUARTER.

PARCEL NO. 27

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO

SECTION 3: ALL THAT PORTION OF LOT 3 LYING WITHIN THE BOUNDARIES OF
TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 28

PART OF SECTION 1 IN TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE
MERIDIAN, TWIN FALLS COUNTY, STATE OF IDAHO.

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1 IN TOWNSHIP 10 SOUTH, RANGE 12 EAST BOISE MERIDIAN SAID CORNER MARKED BY A 5/8 INCH REBAR; THENCE SOUTH 88°50'26" WEST (S 88°46'06" W, REC.) ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE OF 827.66 FEET TO A ½ INCH REBAR WHICH SHALL BE THE POINT OF BEGINNING; THENCE SOUTH 88°50'26" WEST (S 88°46'06" W, REC.) ALONG THE SOUTH LINE OF SECTION 1 FOR A DISTANCE OF 129.06 TO A LINE 10.00 FEET EASTERLY FROM THE EAST EDGE OF A FARM ROAD; THENCE NORTH 21°23'36" WEST (N 21°24'32" W, REC.) ALONG SAID LINE FOR A DISTANCE OF 107.68 FEET; THENCE NORTH 88°50'25" EAST FOR A DISTANCE OF 167.56 FEET TO A ½ INCH REBAR; THENCE SOUTH 00°26'53" EAST (S 00°31'21" E, REC.) FOR A DISTANCE OF 101.04 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 29

A PERPETUAL, EASEMENT FOR THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THE CANAL ROAD AS CONVEYED BY EASEMENT AGREEMENT, DATED AUGUST 11, 2014 BY AND BETWEEN HIGH PLAINS DAIRY, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY AND STANDLEE FAMILY LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, RECORDED SEPTEMBER 25TH, 2014 AS INSTRUMENT NO. 2014-016174, RECORDS OF TWIN FALLS COUNTY, IDAHO.

SAID EASEMENT WAS MODIFIED BY A PARTIAL SUBSTITUTION AGREEMENT WHEREIN GLOBAL AG. IS FREELY SUBSTITUTED FOR STANDLEE, RECORDED OCTOBER 30, 2014 AS INSTRUMENT NO. 2014018281, RECORDS OF TWIN FALLS COUNTY, IDAHO.

PARCEL NO. 30:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, TRANSPORTATION OF WATER, USE AND OCCUPANCY OF THE PIVOT ENCROACHMENTS AND FOR REPAIR AND MAINTENANCE OF THE ROAD AND CANAL AS CONVEYED BY EASEMENT AGREEMENT, DATED NOVEMBER 25TH, 2014 BY AND BETWEEN MICHELLE JEAN MORAMARCO AND PATRICIA LEE KONEN, TRUSTEES OF THE YRAGUI FAMILY TRUST AND GLOBAL AG PROPERTIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 19, 2014 AS INSTRUMENT NO. 2014020856.

PARCEL NO. 31:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, TRANSPORTATION OF WATER, USE AND OCCUPANCY OF THE PIVOT ENCROACHMENTS AND FOR REPAIR AND MAINTENANCE OF THE ROAD AND CANAL AS CONVEYED BY EASEMENT AGREEMENT, DATED NOVEMBER 21ST, 2014 BY AND BETWEEN THE EDWARD AND EVELYN YRAGUI TRUST DATED AUGUST 25, 2011 AND GLOBAL AG PROPERTIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 19, 2014 AS INSTRUMENT NO. 2014020857.

Tax Parcel Nos:

RP09S12E240010
RP09S12E 247200
RP09S12E 253600
RP09S12E 254800
RP09S12E 260000
RP09S12E 263600
RP09S12E 263610
RP09S12E 264800
RP09S12E 266000
RP09S12E 270610
RP09S12E 270750
RP09S12E 271800
RP09S12E 271820
RP09S12E 340000
RP09S12E 342400
RP09S12E 347200
RP09S12E 350000
RP09S12E 351210
RP09S12E 353600
RP09S12E 362400
RP09S12E 365550
RP09S13E 190600
RP09S13E 191800
RP09S13E 195400
RP09S13E 197200
RP09S13E 204800
RP09S13E 292400
RP09S13E 300000
RP09S13E 300600
RP09S13E 304800
RP09S13E 312400
RP10S12E 013001

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT A - 17

RP10S12E 015400
RP10S12E 016590
RP10S12E 018700
RP10S12E 016800
RP10S12E 020001
RP10S12E 022400
RP10S12E 030600
RP10S12E 032400
RP10S12E 120600
RP10S12E 121201
RP09S12E 342600
RP09S12E 344800
RP10S12E 032600

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT A - 18

**EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

All wells (including domestic), underground pipelines, tiling systems, filter stations, drip, overhead and micro-sprinkler systems and equipment.

All irrigation equipment, casings, gearheads, pumps, motors, boosters, irrigation and sprinkler pipe and risers, handlines, filters, drip irrigation systems, pivots, storage facilities, turnouts and related pumping equipment, well improvements, wind machines, and frost protection equipment.

EXHIBIT C
TO
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING
Water Rights

WR	51	2258		Decreed	Active	9/23/1965	2.5	GROUND WATER	IRRIGATION
WR	51	2259		Decreed	Active	7/25/1963	4.86	GROUND WATER	IRRIGATION
WR	51	2444		Decreed	Active	10/10/1963	3.33	GROUND WATER	IRRIGATION
WR	51	2445		Decreed	Active	11/4/1963	3.49	GROUND WATER	IRRIGATION
WR	51	7108	A	Decreed	Active	7/15/1969	3	GROUND WATER	IRRIGATION
WR	51	7108	B	Decreed	Active	7/15/1969	0.2	GROUND WATER	IRRIGATION
WR	51	7127	A	Decreed	Active	11/20/1969	0.8	GROUND WATER	IRRIGATION
WR	51	13005		Decreed	Active	12/17/1957	4.4	GROUND WATER	IRRIGATION
WR	51	13006		Decreed	Active	11/21/1960	3.55	GROUND WATER	IRRIGATION
WR	51	13007		Decreed	Active	5/22/1968	4	GROUND WATER	IRRIGATION
WR	51	13008		Decreed	Active	7/24/1968	5.76	GROUND WATER	IRRIGATION
WR	51	13009		Decreed	Active	11/21/1960	0.36	GROUND WATER	IRRIGATION
WR	51	13011		Decreed	Active	12/17/1957	0.56	GROUND WATER	IRRIGATION
WR	51	13014		Decreed	Active	11/21/1960	0.31	GROUND WATER	IRRIGATION
WR	51	13029		Decreed	Active	11/16/1962	3.38	GROUND WATER	IRRIGATION
WR	51	13030		Decreed	Active	11/16/1962	1.4	GROUND WATER	IRRIGATION
WR	51	13031		Decreed	Active	3/22/1968	3.61	GROUND WATER	IRRIGATION
WR	51	13032		Decreed	Active	3/22/1968	0.39	GROUND WATER	IRRIGATION
WR	51	13033		Decreed	Active	11/16/1962	4.58	GROUND WATER	IRRIGATION
WR	51	13034		Decreed	Active	11/16/1962	1.78	GROUND WATER	IRRIGATION
WR	51	13035		Decreed	Active	11/21/1960	1.77	GROUND WATER	IRRIGATION
WR	51	13037		Decreed	Active	10/25/1951	2.43	GROUND WATER	IRRIGATION

All rights under that certain Water Supply Bank Rental Agreement No. 9 with the Idaho Water Resource Board in and to the following rights attached hereto.

Mortgage
GAPUS 42
Global Ag Properties
Loan Nos. 199723 and 199724
99351338.1 0053564-00358

EXHIBIT C - 1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

RECEIVED

MAY 01 2017

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GLOBAL AG PROPERTIES II USA LLC 2004 FOX DR STE L, CHAMPAIGN, IL 61820

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
36-2412C	1/22/1960	GROUND WATER	0.32	81.2	20.3	0.016	4.00
36-1615B	1/24/1972	GROUND WATER	0.13	45.2	11.3	0.012	4.00
36-16161	8/8/1975	GROUND WATER	0.08	45.2	11.3	0.007	4.00
Combined Limit Totals			0.20	45.2	11.3	0.020	4.00
36-2087K	1/23/1950	GROUND WATER	0.02	4.4	1.1	0.016	4.00
36-2113K	3/12/1951	GROUND WATER	0.01	0.8	0.2	0.020	4.00
36-2161K	1/11/1952	GROUND WATER	0.01	1.3	0.3	0.020	4.00
36-2289M	12/2/1955	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-2311K	11/23/1956	GROUND WATER	0.02	2.0	0.5	0.020	4.00
36-2500K	7/18/1961	GROUND WATER	0.01	2.0	0.5	0.013	4.00
36-2614K	6/7/1965	GROUND WATER	0.02	3.2	0.8	0.017	4.00
36-7307K	2/26/1973	GROUND WATER	0.01	2.0	0.5	0.020	4.00
36-7362K	8/2/1973	GROUND WATER	0.01	7.1	5.2	0.003	1.36
36-7477K	5/28/1974	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7606K	2/4/1976	GROUND WATER	0.01	1.2	0.3	0.020	4.00
36-7779K	2/22/1978	GROUND WATER	0.03	3.2	0.8	0.019	4.00
36-7832K	12/11/1978	GROUND WATER	0.01	0.4	0.1	0.010	4.00
36-10225K	5/1/1985	GROUND WATER	0.01	0.9	0.2	0.019	4.66
36-15169K	12/11/1989	GROUND WATER	0.05	18.0	4.5	0.010	4.00
Combined Limit Totals			0.22	57.0	15.7	0.014	3.63
36-7515	12/12/1974	GROUND WATER	0.15	32.0	8.0	0.192	4.00
36-8412	12/12/1974	GROUND WATER	0.02	9.8	6.0	0.003	1.63
36-16140	3/15/1974	GROUND WATER	0.01	6.4	0.1	0.001	0.57
36-16839	6/23/1952	GROUND WATER	0.13	3.5	0.9	0.012	3.65
Combined Limit Totals			0.01	4.0	1.0	0.100	4.00
36-16148	6/23/1952	GROUND WATER	0.05	14.4	3.6	0.016	4.00
36-4179	8/8/1959	GROUND WATER	1.59	642.7	(80.7)		
36-7377F	9/7/1973	GROUND WATER	0.01	2.6	0.6	0.017	4.00
36-7547F	5/13/1975	GROUND WATER	0.01	4.4	1.1	0.013	4.00
Combined Limit Totals			0.02	4.4	1.1	0.018	4.00

SUPPORT DATA

IN FILE # 36-2087K

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 9

	Diverslon Rate (CFS)	Diverslon Volume (AF)	Acres (AC)
Combined Limit Totals	2.58	890.7	147.7
Combined Rental Totals	2.58	890.7	147.7

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2018

Annual Rental Fee:

2017: \$15,141.90
2018: \$17,814.00

The full fee for the rental of the above-described right(s) is \$15,141.90 per year for year 2017 and \$17,814.00 for 2018. The rental fee includes an administrative fee of \$1,514.19 per year for 2017 and \$1,781.40 for 2018.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement [Click here to enter text.](#)

Beneficial Use	Diverslon Rate (CFS)	Diverslon Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	2.110	544.40	136.10	0.016	4.00
Combined Total	2.110	544.40	136.10	0.016	4.00

* The authorized water usage reflects a change from the water right elements rented, to account for combined limits of the water rights and acre limits placed on water rights with low rate per acre and low volume per acre to prevent enlargement and a change in nature of use of water right 36-4179 (80.7 acres).

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED
JUL 14 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: GLOBAL AG PROPERTIES USA LLC C/O WESTCHESTER GROUP INVESTMENT
MANAGEMENT INC
PO BOX 2004 FOX DR STE L
CHAMPAIGN ILL 61820
(217)352-6000

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
38-16471	2/19/1954	Ground Water		0.75 cfs	149.2 af	NA	37.3 ac
38-16467	7/14/1954	Ground Water		0.35 cfs	69.2 af	NA	17.3 ac
38-16469	4/10/1956	Ground Water		0.62 cfs	189.8 af	NA	45.2 ac
Total Annual Combined Limit				1.72 cfs	399.2 af	NA	99.8 ac

Annual Combined Rental Totals 1.72 cfs 399.2 af NA 99.8 ac

Rental Fee: Years 2014-2017 \$6,786.4 annually
Year 2018 \$7,984.0

The fee for rental of the above-described water is \$6,786.40 annually for years 2014-2017 and \$7,984.0 in 2018. Ten percent (\$678.64/\$798.4) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed. Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 36-16471



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 10, 2019

METROPOLITAN LIFE INSURANCE COMPANY
C/O METLIFE INVESTMENT ADVISORS
10801 MASTIN BLVD STE 930
OVERLAND PARK KS 66210

RE: Notice of Security Interest for Water Rights in the name of Global Ag Properties USA LLC
(See attached list)

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) 736-3033.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Global Ag Properties USA LLC
Stoel Rives LLP (w/o enclosures)

Notice of Security Interest for MetLife Real Estate Lending received 12/21/2018

[illegible]



RECEIVED

DEC 21 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

600 University Street, Suite 3600
Seattle, WA 98101
T. 206.624.0900
F. 206.386.7500
www.stoel.com

SUE A. WISCH
D. 206.386.7693
sue.wisch@stoel.com

December 19, 2018

VIA UPS

Idaho Department of Water Resources
Southern Region
650 Addison Avenue W., Suite 500
Twin Falls, ID 83301-5858

Re: Notice of Security Interest in a Water Right

Dear Sir or Madam:

Enclosed please find the following:

- Completed Notice of Security Interest in a Water Right Form 42-248(6) with required attachments and exhibits
- A check in the amount of \$975.00 in payment of your fees.

Please call me or send me an e-mail if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sue A. Wisch", is written over the typed name.

Sue A. Wisch

SAW:dws
Enclosures