

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

Instrument # 547771

MINIDOKA COUNTY, RUPERT, IDAHO
11-26-2018 02:26:51 PM No. of Pages: 28
Recorded for: TITLEONE - TWIN FALLS
TONYA PAGE Fee: \$46.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

Space above this line for Recorder's Use

Hansen's Quality Jerseys, LLC 2018

Real Estate Term Loan 1: 22107263

Real Estate Term Loan 2: 22108637

Real Estate Term Loan 3: 22113274

Real Estate Term Loan 4: 22115650

Real Estate Term Loan 5: 22115930

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Minidoka County, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage ("Mortgage") is dated as of October 19, 2018. It is by HANSEN'S QUALITY JERSEYS, LLC, an Idaho limited liability company ("Hansen's Quality Jerseys, LLC") and JOHN P. HANSEN (a/k/a John Peter Hansen and John Hansen) ("John Hansen") and VICKIE HANSEN (a/k/a Vickie Lyn Hansen, Vickie L. Hansen and Vickie Lyn Strauss Hansen) ("Vickie Hansen"), married spouses (Hansen's Quality Jerseys, LLC, John Hansen, and Vickie Hansen are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee").

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to \$18,000,000.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated November 3, 2017, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor have or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the MCA) may be, from time to time, guaranteed by Guarantor under the terms and conditions of one or more guaranties in favor of Collateral Agent. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the MCA, the Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

Non-Obligor(s) have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in

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Minidoka County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto; (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) Leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and Planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (t) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), under one or more Facility Sheets(s) from time to time where Grantor is designated from time to time as Borrower, Guarantor or Non-Borrower, including (i) the Real Estate Term Loan Note dated as of April 21, 2015, from

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Borrower to Lender in the original principal amount of \$8,000,000.00; (ii) the Real Estate Term Loan 2 Note dated as of October 8, 2015, from Borrower to Lender in the original principal amount of \$3,300,000.00; (iii) the Real Estate Term Loan 3 Note dated as of November 3, 2017, from Borrower to Lender in the original principal amount of \$1,600,000.00; (iv) the Real Estate Term Loan 4 Note dated as of the date of this Mortgage, from Borrower to Lender in the original principal amount of \$4,425,000.00; (v) the Real Estate Term Loan 5 Note dated as of the date of this Mortgage, from Borrower to Lender in the original principal amount of \$675,000.00 (the Real Estate Term Loan Note, the Real Estate Term Loan 2 Note, the Real Estate Term Loan 3 Note, the Real Estate Term Loan 4 Note, and the Real Estate Term Loan 5 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (vi) all Hedging Obligations; and (vii) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this Mortgage, and have priority as to third Persons with or without actual notice from the time this Mortgage is filed for record as provided by law. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time. The unpaid balance of any Revolving Line of Credit or Hedging Obligations secured by this Mortgage may at certain times be zero. This Mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this Mortgage (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the MCA or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is April 1, 2039.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, Judgments or payments in lieu thereof, received by or due to Grantor occasioned by any mineral or geothermal exploration, wind energy or drilling activity on or under the Real Estate, all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this Mortgage does not assume any duty or obligation under the Leases. The acceptance by Mortgagee of the assignment of Leases and Rents and profits with all the rights, powers, privileges and authority so granted will not obligate Mortgagee to assume any obligations in respect of the Leases and Rents and profits or under the

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Leases, or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Leases and Rents and profits or under the Leases or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Grantor.

5. **Grant of Security Interest.** This Mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 24 is the address for Mortgagee as secured party under the UCC. As used in this Mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) if Grantor is anything other than a natural Person, it has complied with all Applicable Laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (j) the execution, delivery and performance by Grantor of this Mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this Mortgage does not conflict with any Applicable Law; (l) this Mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (m) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (o) Grantor is not the subject of any Judgment; (p) this Mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (q) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (r) before signing this Mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (s) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or Hazardous Substances ("Environmental Laws"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (w) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign

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person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

8. **Information Accurate and Complete.** All financial statements and other reports, documents, instruments, information and forms of evidence which have been delivered to Mortgagee or Secured Parties concerning Grantor, or the Property (the financial and other information supplied or to be supplied to Mortgagee or Secured Parties in connection with this Mortgage is herein referred to as the "Financial Information"), are accurate, correct and sufficiently complete in all material respects to provide Mortgagee and Secured Parties true and accurate knowledge of their subject matter, including, without limitation, all material contingent liabilities. Grantor's submission of any Financial Information or other report, record or information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this Mortgage, will be deemed accompanied by a representation by Grantor that the Financial Information or other report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities and Grantor's business or organizational structure.

9. **Performance of Secured Obligations.** Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

10. **Maintenance and Preservation of Property.** Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this Mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the MCA; (c) maintain (or cause to be maintained) all policies of insurance required under the MCA and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the MCA; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this Mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

11. **Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

12. **Taxes and Assessments.** Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this Mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this Mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this

Mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of Mortgages or debts secured by Mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

13. **Damages and Insurance and Condemnation Proceeds.** Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

14. **Site Visits, Observation and Testing.** Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing Appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the MCA, and otherwise to determine Grantor's compliance with this Mortgage.

15. **Defense and Notice of Claims and Actions.** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

16. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

17. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage or protect the

Property, including any rights or remedies afforded to Mortgagee under Section 20, including but not limited to Appraisals, inspections, insurance premiums, and prevention of waste, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the Adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

18. Payments Due under this Mortgage. Grantor must pay all obligations to pay money arising under this Mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

19. Events of Default. The following each shall be an event of default under this Mortgage (an "Event of Default"): (a) an Event of Default under the MCA, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this Mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this Mortgage to a sum less than the Maximum Amount Secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this Section 19, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this Section 19; provided that if (i) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

20. Remedies. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of any of the Covenants or agreements of this Mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this Mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE

WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 20. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any Judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this Mortgage, and pay all other charges as herein provided.

21. Sales of Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a Judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the Lien of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the Property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

22. Additional Rights. In addition to the rights and powers given to Mortgagee under this Mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this Mortgage.

23. Guarantor and/or Non-Obligor Provisions. (a) Guarantor and/or Non-Obligor authorize Mortgagee and Secured Parties to perform any of the following acts at any time, all without notice to Guarantor and/or Non-Obligor and without affecting the rights of Mortgagee or Secured Parties or the obligations of Guarantor and/or Non-Obligor under this Mortgage: (i) alter any terms of the MCA or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the MCA or any part of it; (ii) take and hold security for the MCA, accept additional or substituted security for the MCA, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the MCA in any order that Mortgagee and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor/Borrower of its liability for the MCA or any part of it; (v) substitute, add or release any one or more guarantors or endorers of the MCA; and (vi) extend other credit to Obligor/Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the MCA.

(b) Guarantor and/or Non-Obligor waive: (i) any right to require Mortgagee or Secured Parties to proceed against Obligor/Borrower, proceed against or exhaust any security held from Obligor/Borrower, or pursue any other remedy in

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

(c) Guarantor and/or Non-Obligor waive all rights and defenses that Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) without first foreclosing on any real or personal property collateral securing the MCA; and (ii) if Mortgagee forecloses on any real property collateral securing the MCA: (A) the amount of the MCA may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) even if Mortgagee or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Guarantor and/or Non-Obligor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property.

(d) Guarantor and/or Non-Obligor waive any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency Judgment after a foreclosure of any real property other than the Property hereby encumbered.

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

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

24. Notices. All notices, approvals, consents, and other communications, under this Mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the MCA. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, Attention: Loan Closing Department; if to Secured Parties other than Lender, c/o Rabobank, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

25. Mortgagee. Without affecting the personal liability of any Person, including Grantor and Obligor/Borrower, for the payment of the Secured Obligations or the Lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, Mortgages, Security Agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

26. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other Person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

27. **Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

28. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the Lien created by this Mortgage.

29. **Release.** When all Secured Obligations have been paid in full, Lender has no obligation to make additional Loans and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the Lien of this Mortgage.

30. **Additional Provisions.** The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this Mortgage and to the Property.

31. **Collateral Agency Agreement.** This Mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

32. **Entire Agreement.** This Mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Mortgage and any other agreements required by this Mortgage, this Mortgage will prevail.

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

34. **No Waiver or Cure.** Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this Mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this Mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance

with this Mortgage, in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the Lien of this Mortgage.

35. **Waivers.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this Mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

36. **Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this Mortgage; (b) acknowledges that this Mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

37. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 16; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this Mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee. Any Individual signing this Mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this Mortgage.

38. **Governing Law.** This Mortgage shall be governed exclusively by the Applicable Laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles, except that procedural and substantive matters relating to the creation, perfection and foreclosure of Liens, and enforcement of rights and remedies against Property other than the Personalty, will be governed by the laws of the State of Idaho. Grantor understands that the laws of the Governing Law State may differ from the laws of the state where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this Mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this Mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the MCA and this Mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

39. **JURISDICTION AND VENUE.** GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF MORTGAGEE, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER TRANSACTION DOCUMENT WILL BE LITIGATED IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, IOWA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

40. **Miscellaneous.** This Mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this Mortgage. Each Party has participated in negotiating and drafting this Mortgage, so if an ambiguity or a question of intent or interpretation arises, this Mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Mortgage. Mortgagee or Secured Parties are authorized to execute any other documents or take any other actions necessary to effectuate this Mortgage and security agreement and the consummation of the transactions contemplated herein including but not limited to taking any action deemed by Mortgagee or Secured Parties to be necessary or desirable to establish, perfect, protect or enforce the Mortgagee or Secured Parties' interest in the Property. This Mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other Lien on the Property. All rights and remedies under this Mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

41. **INDEMNIFICATION.** GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

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

43. **Future Advances.** Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

SCANNED
MAR 21 2019

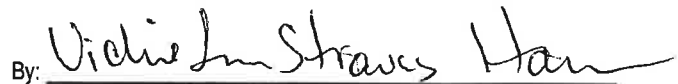
Grantor is signing this Mortgage effective as of the day and year first written above.

GRANTOR

Address for Notices:
277 East 700 North
Rupert, Idaho 83350

HANSEN'S QUALITY JERSEYS, LLC, an Idaho limited liability company

By: 
JOHN PETER HANSEN
Member/Manager

By: 
VICKIE LYN STRAUSS HANSEN
Member/Manager

Address for Notices:
277 East 700 North
Rupert, Idaho 83350


JOHN P. HANSEN (a/k/a John Peter Hansen and John Hansen)

Address for Notices:
277 East 700 North
Rupert, Idaho 83350


VICKIE HANSEN (a/k/a Vickie Lyn Hansen, Vickie L. Hansen and Vickie Lyn Strauss Hansen)

SCANNED
MAR 21 2019

I/WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS OPEN ENDED REAL ESTATE MORTGAGE, I/WE VOLUNTARILY GIVE UP OUR RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS OPEN ENDED REAL ESTATE MORTGAGE.

GRANTOR

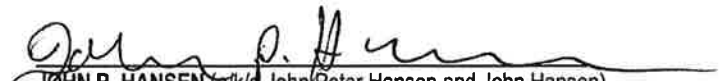
Address for Notices:
277 East 700 North
Rupert, Idaho 83350

HANSEN'S QUALITY JERSEYS, LLC, an Idaho limited liability company

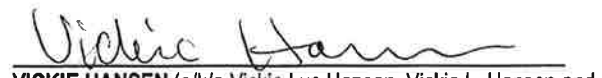
By: 
JOHN PETER HANSEN
Member/Manager

By: 
VICKIE LYN STRAUSS HANSEN
Member/Manager

Address for Notices:
277 East 700 North
Rupert, Idaho 83350


JOHN P. HANSEN (a/k/a John Peter Hansen and John Hansen)

Address for Notices:
277 East 700 North
Rupert, Idaho 83350


VICKIE HANSEN (a/k/a Vickie Lyn Hansen, Vickie L. Hansen and Vickie Lyn Strauss Hansen)

SCANNED
MAR 21 2019

STATE OF IDAHO

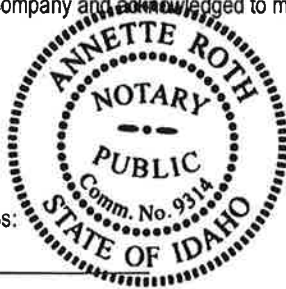
COUNTY OF

minidoka

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On this 20 day of Nov, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared JOHN PETER HANSEN, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of HANSEN'S QUALITY JERSEYS, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



My Commission Expires:

8-4-2023

Notary Public

Printed Name:

Annette Roth

STATE OF IDAHO

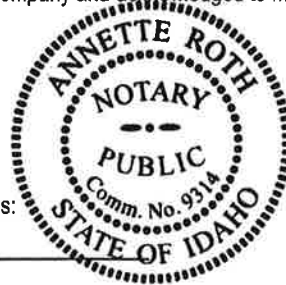
COUNTY OF

minidoka

) SS

On this 20 day of Nov, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared VICKIE LYN STRAUSS HANSEN, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of HANSEN'S QUALITY JERSEYS, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



My Commission Expires:

8-4-2023

Notary Public

Printed Name:

Annette Roth

SCANNED
MAR 21 2019

STATE OF IDAHO

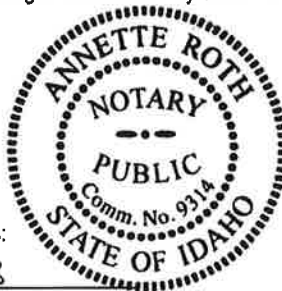
COUNTY OF

Minidoka

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) SS

On this 20 day of Nov, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared JOHN PETER HANSEN and VICKIE LYN STRAUSS HANSEN known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



My Commission Expires:

8-4-2023

Notary Public

Printed Name:

Annette Roth

Annette Roth

COAST
MAR 21 2018

EXHIBIT A

Hansen's Quality Jerseys, LLC 2018
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Minidoka County, Idaho

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 7: Farm Unit E, Tract E, EXCEPTING THEREFROM the following described tracts:

TRACT NO. 1:

Beginning at the North quarter section corner of Section 7, said corner marked by a 5/8 inch rebar; Thence South 89°00'30" East along the North line of Section 7 for 321.88 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°00'30" East along the North line of Section 7 for 199.20 feet to a ½ inch rebar;
Thence South 01°09'12" West for 446.41 feet to a ½ inch rebar;
Thence North 89°00'30" West for 191.09 feet to a ½ inch rebar;
Thence North 00°06'43" East for 446.46 feet to the POINT OF BEGINNING.

TRACT NO. 2:

Beginning at the Northeast corner marked by a 5/8 inch rebar of said Section 7; thence North 89°00'30" West along section line for 1414.88 feet to a point marked by a P. K. nail, which point shall be known as the TRUE POINT OF BEGINNING;
Thence South 0°59'30" West for 432.37 feet to a ½ inch rebar;
Thence North 89°00'30" West for 151.12 feet to a ½ inch rebar;
Thence North 0°59'30" East for 432.37 feet to a P. K. nail on section line;
Thence South 89°00'30" East along section line for 151.12 feet to the TRUE POINT OF BEGINNING.

TRACT NO. 3:

Beginning at the North quarter section corner of Section 7, said corner marked by a 5/8 inch rebar; thence South 89°00'21" East along the North line of Section 7 for a distance of 521.14 feet (521.14 feet, rec.) to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°00'21" East along the North line of Section 7 for a distance of 553.80 feet to a P. K. nail;
Thence South 00°59'25" West (South 0°59'30" West, rec.) for a distance of 432.37 feet to a ½ inch rebar;
Thence South 89°33'02" West for a distance of 555.19 feet to a ½ inch rebar;
Thence North 01°08'44" East (North 01°09'12" East, rec.) for a distance of 446.36 feet (446.41 feet, rec.) to the POINT OF BEGINNING.

TRACT NO. 4:

Beginning at the North quarter section corner of Section 7, said corner marked by a 5/8 inch rebar; thence South 89°00'21" East along the North line of Section 7 for a distance of 1226.09 feet to a P.K. nail which shall be the POINT OF BEGINNING;
Thence South 89°00'21" East along the North line of Section 7 for a distance of 145.00 feet to a ½ inch rebar;
Thence South 00°59'39" West for a distance of 300.41 feet to a ½ inch rebar;
Thence North 89°00'21" West for a distance of 145.00 feet to a ½ inch rebar;
Thence North 00°59'39" East (North 0°59'30" East, rec.) for a distance of 300.41 feet to the POINT OF BEGINNING.

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 12: Tract L

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

COPIED
MAR 21 2013

SECTIONS 1 AND 2: Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, now on file in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT the following described parcels:

Beginning at the Northwest corner of said Section 1; thence South 00°00'30" West for 952.00 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 88°42' East for 359.30 feet;
Thence North 84°15' East for 185.20 feet;
Thence North 72°25' East for 83.40 feet;
Thence North 60°48' East for 69.30 feet;
Thence North 46°38' East for 224.50 feet;
Thence North 76°02' East for 256.80 feet;
Thence South 87°25' East for 288.80 feet;
Thence North 70°56' East for 168.60 feet;
Thence South 81°55' East for 510.03 feet, more or less, to the East boundary of said Farm Unit A, Tract A;
Thence South 09°35' West for 564.26 feet;
Thence South 52°15' East for 307.56 feet;
Thence South 46°48' West for 30.00 feet;
Thence North 57°06' West for 339.00 feet;
Thence North 69°03' West for 145.60 feet;
Thence North 04°43' West for 278.94 feet;
Thence South 78°27' West for 1768.30 feet to the West section line of said Section 1;
Thence North 00°00'30" East for 330.60 feet to the TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPTING the following described tract:

Beginning at Corner No. 9 of said Tract A, which corner is identical with Corner No. 1 of Farm Unit F, Tract F of said Sections 1 and 2;
Thence South 64°50' West for 8.42 chains to Corner No. 7 of said Tract A, which corner is identical with Corner No. 3 of said Tract F;
Thence North 84°18' East for 3.52 chains to Corner No. 8 of said Tract A, which corner is identical with Corner No. 2 of said Tract F;
Thence North 51°53' East for 5.24 chains to the POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 1: That part of Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat dated July 22, 1954, filed in the office of the County Recorder, Minidoka County, Idaho) more particularly described as follows:

Beginning at a point 952 feet South 0°0'30" West from the Northwest corner of said Section 1;
Thence traversing Eastward along irrigation ditch as follows: North 88°42' East for 359.3 feet;
Thence North 84°15' East for 185.2 feet;
Thence North 72°25' East for 83.4 feet;
Thence North 60°48' East for 69.3 feet;
Thence North 46°38' East for 224.5 feet;
Thence North 76°02' East for 256.8 feet;
Thence South 87°25' East for 288.8 feet;
Thence North 70°56' East for 168.6 feet;
Thence South 81°55' East for 510.03 feet, more or less, to the East boundary of Tract A;
Thence South 9°35' West for 564.26 feet;
Thence South 52°15' East for 307.56 feet;
Thence South 46°48' West for 30.0 feet;
Thence North 57°06' West for 339.0 feet;
Thence North 69°03' West for 145.6 feet;
Thence North 4°43' West for 278.94 feet;
Thence South 78°27' West for 1768.3 feet to the West boundary of Section 1;
Thence North 0°0'30" East for 330.6 feet to the TRUE POINT OF BEGINNING;

SAVE AND EXCEPT the following described parcel:

Beginning at the Northwest corner of said Section 1; Thence South 0°00'30" West for 952.00 feet along the West section line to a ½ inch rebar which shall be THE TRUE POINT OF BEGINNING;

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MAR 21 2019

Thence North 88°42'00" East for 910.45 feet;
Thence South 0°00'30" West for 165.24 feet;
Thence South 78°27'00" West for 929.05 feet to the West line of Section 1;
Thence North 0°00'30" East for 330.60 feet along the West line of Section 1 to the TRUE POINT OF BEGINNING.

PARCEL NO. 5:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 7 AND 8: That part of Farm Unit D, Tract D, lying in said Section 7, of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follow;

Beginning at the East quarter corner of said Section 7; thence South 00°07' East for 17.24 chains to Corner No. 5 of said Farm Unit D, Tract D, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 00°07' West along the East section line of said Section 7 for 14.46 chains;
Thence North 86°26' West for 0.66 chains;
Thence North 30°42' West for 7.09 chains;
Thence North 07°48' West for 11.18 chains;
Thence North 38°17' East for 3.87 chains;
Thence North 56°36' East for 4.04 chains to a point on the East section line of said Section 7;
Thence North 00°02' West along said East section line for 9.77 chains;
Thence North 89°00'30" West for 14.48 chains;
Thence South 41°05' West for 24.98 chains to Corner No. 3 of said Farm Unit D, Tract D;
Thence South 20°45' East for 29.62 chains to Corner No. 4 of said Farm Unit D, Tract D;
Thence South 89°24' East for 20.46 chains to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 6: Farm Unit A, Tract A of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated May 19, 1955, on file in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT the following described parcels:

Beginning at the West quarter section corner of Section 6, said corner marked by a 5/8 inch rebar; thence South 00°06'06" West along the West section line for a distance of 321.40 feet to the POINT OF BEGINNING;
Thence South 89°53'54" East for a distance of 35.50 feet to a ½ inch rebar;
Thence South 89°53'54" East for a distance of 147.67 feet to a ½ inch rebar;
Thence South 00°06'06" West for a distance of 317.92 feet to a ½ inch rebar;
Thence North 89°53'54" West for a distance of 153.17 feet to a ½ inch rebar;
Thence North 89°53'54" West for a distance of 30.00 feet to the West section line;
Thence North 00°06'06" East along said line for a distance of 317.92 feet to the POINT OF BEGINNING.

PARCEL NO. 7:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 6: Farm Unit B, Tract B of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT the following described tract:

Beginning at the South quarter section corner of Section 6, said corner marked by a 5/8 inch rebar; Thence North 88°50'00" West along section line for 700.66 feet to a P.K. Nail which shall be the POINT OF BEGINNING;
Thence North 88°50'00" West along section line for 362.07 feet to a P.K. Nail;
Thence North 1°10'00" East for 508.28 feet to a ½ inch rebar;
Thence South 88°50'00" East for 362.07 feet to a ½ inch rebar;
Thence South 1°10'00" West for 508.28 feet to the POINT OF BEGINNING.

ALSO SAVE AND EXCEPT the following described tract:

Commencing at the East quarter corner (monumented by a brass cap); thence North 0°01'05" West for 106.19 feet along the East section line to a point which shall be the TRUE POINT OF BEGINNING;

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MAR 21 1958

Thence North 0°01'05" West for 336.89 feet along the East section line to Tract B point 1 (monumented by a ½ inch rebar);
Thence North 86°13'05" West (recorded as North 86°15' West) for 172.74 feet along the North tract line to a ½ inch rebar;
Thence South 0°01'05" East for 361.75 feet to a ½ inch rebar;
Thence North 85°31'58" East for 142.79 feet to a ½ inch rebar;
Thence continuing North 85°31'58" East for 30.09 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 8:
TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 1 and 2: Farm Unit F, Tract F of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, filed in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT the following described tracts:

TRACT NO. 1:

Beginning at Corner No. 11 of said Tract F, which corner is identical with Corner, No. 22 of Farm Unit B, Tract B of said Section 2;
Thence South 39°00' West for 3.35 chains to Corner No. 12 of said Tract F, which corner is identical with Corner No. 21 of said Tract B;
Thence South 1°45' East for 1.45 chains to Corner No. 13 of said Tract F, which corner is identical with Corner No. 20 of said Tract B;
Thence South 43°41' East for 1.44 chains;
Thence North 12°00' East for 5.20 chains to the POINT OF BEGINNING.

TRACT NO. 2:

Beginning at the West ¼ section corner of Section 1, said corner marked by a U.S. Bureau of Reclamation iron pipe with brass cap; thence North 00°00'30" East along the West section line for 729.18 feet to a ½ inch rebar, which shall be the POINT OF BEGINNING;
Thence North 00°00'30" East along the West line of Section 1 for 236.58 feet to a ½ inch rebar;
Thence South 88°36'09" East for 426.36 feet to a ½ inch rebar;
Thence South 01°26'07" West for 226.12 feet to a ½ inch rebar;
Thence South 89°58'54" West for 420.60 feet to the POINT OF BEGINNING.

TRACT NO. 3:

Beginning at Corner No. 22 of Tract B in Section 2, said corner marked by a 5/8 inch rebar which shall be the POINT OF BEGINNING.
Thence North 60°14'50" East along the tract line common to Tract B and Tract F for a distance of 11.77 feet to a ½ inch rebar;
Thence South 08°25'22" West for a distance of 373.79 feet to a ½ inch rebar on the Tract line common to Tract B and Tract F;
Thence North 43°41'05" West along the tract line common to Tract B and Tract F for a distance of 37.96 feet, said point lying South 43°41'05" East along the tract line for 95.04 feet (1.44 chains) from Corner No. 20 of Tract B;
Thence North 11°52'30" East (North 12°00' East, rec.) for a distance of 343.82 feet (343.20 feet - 5.20 chains, rec.) to the POINT OF BEGINNING.

PARCEL NO. 9:
TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 1: That part of Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, filed in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at Corner No. 9 of said Tract A, which corner is identical with Corner No. 1 of Farm Unit F, Tract F of said Sections 1 and 2;
Thence South 64°50' West for 8.42 chains to Corner No. 7 of said Tract A, which corner is identical with Corner No. 3 of said Tract F;
Thence North 84°18' East for 3.52 chains to Corner No. 8 of said Tract A, which corner is identical with Corner No. 2 of said Tract F;
Thence North 51°53' East for 5.24 chains to the POINT OF BEGINNING.

PARCEL NO. 10:
TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

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MAR 21 2019

SECTION 13, 14 AND 23: That part of Farm Unit G, Tract G of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated June 10, 1953, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at the Northeast corner of the NE¼ of said Section 23; thence South 89°38' West along the North section line of said Section 23 for 1055.57 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence South 00°12' East for 600.00 feet;
Thence South 89°38' West for 900.00 feet;
Thence North 00°12' West for 600.00 feet to a point on the North section line of said Section 23;
Thence North 89°38' East along said North section line of said Section 23 for 900.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 11:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 3: Farm Unit E, Tract E of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Southwest corner of Section 3, said corner marked by a 5/8 inch rebar; thence South 88°49'00" East along section line for 577.37 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence North 1°08'55" East for 346.09 feet to a ½ inch rebar;
Thence South 83°25'21" East for 347.24 feet to a ½ inch rebar;
Thence South 7°25'50" West for 315.42 feet to a ½ inch rebar on section line;
Thence North 88°49'00" West along section line for 311.18 feet to the POINT OF BEGINNING.

PARCEL NO. 12:
TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 10 AND 15: Farm Unit H, Tract H of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho),

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Beginning at the Southeast corner of Section 10, said corner marked by a U.S. Bureau of Reclamation pipe with brass cap; thence North 88°55'30" West along section line for 961.46 feet to a U.S. Bureau of Reclamation pipe with brass cap on the East line of Tract H which shall be the POINT OF BEGINNING;
Thence North 88°55'30" West along section line for 280.51 feet to a ½ inch rebar;
Thence North 7°19'19" East for 257.23 feet to a ½ inch rebar;
Thence South 88°55'30" East for 325.56 feet to a ½ inch rebar on the tract line common to Tract H and Tract E;
Thence South 17°01'00" West along said Tract line for 265.93 feet to the POINT OF BEGINNING;

AND ALSO SAVE AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Southeast corner of Section 10, said corner marked by a U.S. Bureau of Reclamation pipe with brass cap; thence North 88°55'30" West along section line for 961.46 feet to a U.S.B.R. pipe with brass cap at corner No. 6 of Tract E; thence North 17°01'00" East along the tract line common to Tract E and Tract H for 265.93 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence North 88°55'30" West for 33.00 feet to a ½ inch rebar;
Thence North 21°24'54" East for 266.21 feet to a ½ inch rebar;
Thence South 62°43'20" East for 11.50 feet to a ½ inch rebar on the tract line common to Tract E and Tract H;
Thence South 17°01'00" West along the tract line common to Tract E and Tract H for 254.31 feet to the POINT OF BEGINNING.

PARCEL NO. 13:
TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 36: N½, SAVE AND EXCEPTING THEREFROM a parcel of land being on the Southwesterly side of the centerline of State Highway No. 24, Project No. ST-2790(517) Highway Survey, as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NE¼NE¼ of said Section 36, more particularly described as follows:

SCANNED
MAR 21 2019

Beginning at the Northeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36; thence South 0°04'00" East along the East line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ for 845.00 feet, more or less, to a point in a line parallel with and 50.0 feet Southwesterly from the centerline and opposite Station 496+45.14 of said State Highway No. 24, Project No. ST-2790(517) Highway Survey, and being the TRUE POINT OF BEGINNING;

Thence North 73°13'00" West along said parallel line 545.14 feet to a point opposite Station 491+00.00 of said Highway Survey;

Thence North 66°05'34" West for 201.55 feet to a point that bears South 16°47'00" West 25.00 feet from Station 489+00.00 of said Highway Survey;

Thence North 16°47'00" East for 50.00 feet to a point in the Southwesterly right of way line of existing Union Pacific Railroad (Main Line);

Thence Southeasterly along said existing Southwesterly Railroad right of way line for 722.0 feet, more or less, to a point in the East line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ and bears North 16°47'00" East 25.00 feet from Station 496+22.43 of said Highway Survey;

Thence South 0°04'00" East along said East line for 78.36 feet to the TRUE POINT OF BEGINNING;

ALSO SAVE AND EXCEPT the Union Pacific Railroad right of way.

AND ALSO SAVE AND EXCEPT Idaho State Highway No. 24 right of way.

ALSO SAVE AND EXCEPT all that part of said Section 36 lying North of the Union Pacific Railroad right of way.

PARCEL NO. 14:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 25: All that part of said Section 25 lying South of Idaho State Highway No. 24 right of way.

PARCEL NO. 15:

TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 2: Part of Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at Corner No. 22 of Tract B in Section 2, said corner marked by a 5/8 inch rebar; thence North 60°14'50" East along the tract line common to Tract B and Tract F for a distance of 11.77 feet to a 1/2 inch rebar which shall be the POINT OF BEGINNING;

Thence North 01°33'44" West for a distance of 434.32 feet to a 1/2 inch rebar;

Thence North 22°15'36" West for a distance of 745.75 feet to a 5/8 inch rebar at the Tract Corner;

Thence South 71°17'42" East along the tract line between Tract B and Tract A for a distance of 950.44 feet;

Thence South 21°05'00" East along the tract line common to Tract B and Tract A for a distance of 437.58 feet to Corner No. 25 of Tract B;

Thence South 73°17'41" West along the tract line common to Tract B and Tract F for a distance of 642.53 feet to a USBR iron pipe with brass cap at Corner No. 24 of Tract B;

Thence South 06°14'50" West along the tract line common to Tract B and Tract F for a distance of 152.40 feet to a USBR iron pipe with brass cap at Corner No. 23 of Tract B;

Thence South 60°14'50" West along the tract line common to Tract B and Tract F for a distance of 151.25 feet to the POINT OF BEGINNING.

PARCEL NO. 16:

TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 2: Part of Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at Corner No. 19 of Tract B in Section 2, said corner marked by a USBR iron pipe with brass cap which shall be the POINT OF BEGINNING;

Thence South 24°33'22" West along the tract line common to Tract B and Tract F for a distance of 149.00 feet to a USBR iron pipe with brass cap at Corner No. 18 of Tract B;

Thence South 38°28'36" West along the tract line common to Tract B and Tract F for a distance of 204.97 feet to a USBR iron pipe with brass cap at Corner No. 17 of Tract B;

Thence North 16°57'44" East for a distance of 391.74 feet to a 1/2 inch rebar on the tract line common to Tract B and Tract F;

Thence South 43°41'05" East along the tract line common to Tract B and Tract F for a distance of 108.84 feet to the POINT OF BEGINNING.

SCANNED

MAR 21 2018

PARCEL NO. 17:
TOWNSHIP 9 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 18: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and part of Lot 1, more particularly described as follows:

Beginning at the Northeast section corner of Section 18, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; thence South 89°57'08" West along the North section line for a distance of 329.53 feet to the Point of Beginning;
Thence South 01°11'47" West for a distance of 22.36 feet to a ½ inch rebar;
Thence South 01°11'47" West for a distance of 1292.14 feet to a ½ inch rebar;
Thence South 01°11'47" West for a distance of 6.92 feet to the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°55'14" West along said line for a distance of 890.35 feet to the centerline of an irrigation lateral;
Thence along said centerline for the following courses and distances:
Thence North 54°19'56" West (North 54°28'36" West rec.) for a distance of 325.81 feet (325.72 feet rec.);
Thence North 62°23'56" West (North 62°32'36" West rec.) for a distance of 158.81 feet;
Thence North 48°13'58" West (North 48°22'38" West rec.) for a distance of 451.09 feet;
Thence North 52°30'55" West (North 52°39'35" West rec.) for a distance of 411.94 feet;
Thence leaving said centerline North 02°06'05" West (North 02°14'45" West rec.) for a distance of 506.32 feet to a ½ inch rebar on the North section line;
Thence North 89°57'08" East along said line for a distance of 2005.27 feet to the Point of Beginning.

PARCEL NO. 18:
TOWNSHIP 9 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lot 1 and part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest Corner of said Section 18, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning.
Thence North 89°48'28" East along the North line of Section 18 for 470.78 feet to a ½ inch rebar;
Thence South 02°14'45" East for 506.32 feet to a point on the approximate centerline of an irrigation lateral;
Thence South 52°39'35" East along the approximate centerline of the said irrigation lateral for 411.94 feet to a point;
Thence South 48°22'38" East along the approximate centerline of the said irrigation lateral for 451.09 feet to a point;
Thence South 62°32'36" East along the approximate centerline of the said irrigation lateral for 158.81 feet to a point;
Thence South 54°28'36" East along the approximate centerline of said irrigation lateral for 325.72 feet to a point on the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°46'36" West along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 1 for 1558.26 feet to a 5/8 inch rebar at the Southwest corner of Lot 1;
Thence North 00°08'04" West along the West line of Section 18 for 1322.39 feet to the Point of Beginning.

SAVE AND EXCEPT, the following described tract:

Commencing at the Northwest corner of Government Lot 1 of Section 18, marked by an aluminum cap and 5/8 inch rebar;
thence along the west line thereof South 00°07'02" East for 333.75 feet to the True Point of Beginning;
Thence South 87°06'56" East for 30.04 feet to a ½ inch rebar;
Thence continuing South 87°06'56" East for 70.14 feet to a ½ inch rebar;
Thence South 40°42'42" East for 245.38 feet to a ½ inch rebar;
Thence South 45°36'18" West for 121.41 feet to a ½ inch rebar;
Thence North 63°26'00" West for 165.40 feet to a ½ inch rebar on the east line of the county road easement;
Thence continuing North 63°26'00" West for 27.98 feet to the west line of Government Lot 1;
Thence along said west line North 00°07'02" West for 189.49 feet to the True Point of Beginning.

PARCEL NO. 19:
TOWNSHIP 9 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: A portion of the Government Lot 1, more particularly described as follows:

Commencing at the Northwest corner of Government Lot 1 of Section 18, marked by an aluminum cap and 5/8 inch rebar;
thence along the west line thereof South 00°07'02" East for 333.75 feet to the True Point of Beginning;
Thence South 87°06'56" East for 30.04 feet to a ½ inch rebar;
Thence continuing South 87°06'56" East for 70.14 feet to a ½ inch rebar;
Thence South 40°42'42" East for 245.38 feet to a ½ inch rebar;
Thence South 45°36'18" West for 121.41 feet to a ½ inch rebar;
Thence North 63°26'00" West for 165.40 feet to a ½ inch rebar on the east line of the county road easement;

Thence continuing North 63°26'00" West for 27.98 feet to the west line of Government Lot 1;
Thence along said west line North 00°07'02" West for 189.49 feet to the True Point of Beginning.

PARCEL NO. 20:
TOWNSHIP 9 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 10: Part of the NE¼SE¼, more particularly described as follows:

Beginning at the East quarter corner of Section 10, said corner marked by a 5/8 inch rebar, which shall be the Point of Beginning;
Thence South 00°06'21" East along the east line of Section 10 for a distance of 184.97 feet to a 5/8 inch rebar on the centerline of the B-2½ Canal;
Thence South 89°19'43" West along the centerline of the B-2½ Canal for a distance of 198.98 feet;
Thence South 85°04'20" West along the centerline of the B-2½ Canal for a distance of 1124.14 feet to the west line of the NE¼SE¼;
Thence North 00°02'31" West along the west line of the NE¼SE¼ for a distance of 25.00 feet to a ½ inch rebar;
Thence North 00°02'31" West along the west line of the NE¼SE¼ for a distance of 256.87 feet to a 5/8 inch rebar at the northwest corner of the NE¼SE¼;
Thence North 89°54'48" East along the north line of the NE¼SE¼ for a distance of 1318.82 feet to the Point of Beginning.

PARCEL NO. 21:
TOWNSHIP 9 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, STATE OF IDAHO

Section 7: Part of Gov't Lot 2, Part of the SE¼NW¼ and Part of the SW¼NE¼, described as follows:

Beginning at the West ¼ Corner of Section 7, said corner marked by a 5/8 inch rebar; Thence North 00°09'09" East along the West line of Section 7 for a distance of 534.26 feet to the centerline of the B-1 Canal which shall be the POINT OF BEGINNING;
Thence North 00°09'09" East along said section line for a distance of 785.05 feet to a 5/8 inch rebar at the Northwest Corner of Gov't Lot 2;
Thence North 89°57'01" East along the North line of Gov't Lot 2 and the SE¼NW¼ for a distance of 2079.87 feet to a 5/8 inch rebar at the Northeast Corner of the SE¼NW¼;
Thence North 89°56'38" East along the North line of the SW¼NE¼ for a distance of 311.48 feet to a ½ inch rebar;
Thence North 89°56'38" East along said 1/16 section line for a distance of 31.31 feet to the centerline of the B-1 Canal;
Thence South 61°19'09" West along said centerline for a distance of 894.52 feet;
Thence South 65°53'59" West along said centerline for a distance of 140.97 feet;
Thence South 69°51'36" West along said centerline for a distance of 820.34 feet;
Thence South 80°19'39" West along said centerline for a distance of 114.35 feet;
Thence North 89°52'37" West along said centerline for a distance of 628.40 feet to the POINT OF BEGINNING.

PARCEL NO. 22:
TOWNSHIP 9 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 7: Part of the SE¼NW¼ and Part of the SW¼NE¼, described as follows:

Beginning at the West ¼ Corner of Section 7, said corner marked by a 5/8 inch rebar; Thence North 89°56'48" East along the South line of the NW¼ of Section 7 for a distance of 1329.82 feet to the POINT OF BEGINNING;
Thence North 00°00'12" East for a distance of 744.85 feet to a ½ inch rebar;
Thence North 00°00'12" East for a distance of 21.42 feet to the centerline of the B-1 Canal;
Thence North 69°51'36" East along said centerline for a distance of 194.77 feet;
Thence North 65°53'59" East along said centerline for a distance of 140.97 feet;
Thence North 61°19'09" East along said centerline for a distance of 894.52 feet to the North line of the SW¼NE¼;
Thence North 89°56'38" East along the North line of the SW¼NE¼ for a distance of 669.86 feet to a ½ inch rebar;
Thence South 00°14'13" East (South 00°07'36" West, Rec.) for a distance of 352.17 feet (352.32 feet, Rec.) to a ½ inch rebar;
Thence South 00°13'18" East (South 00°07'36" West, Rec.) for a distance of 700.81 feet to a ½ inch rebar;
Thence South 00°13'24" East (South 00°07'36" West, Rec.) for a distance of 244.32 feet (244.16 feet, Rec.) to a ½ inch rebar;
Thence North 89°45'00" East (South 89°45'46" East, Rec.) for a distance of 75.16 feet (75.29 feet, Rec.) to a 3/8 inch rebar;
Thence North 89°55'33" East (South 89°57'19" East, Rec.) for a distance of 224.87 feet (224.73 feet, Rec.) to a p.k. nail;
Thence North 89°55'33" East (South 89°57'19" East, Rec.) for a distance of 8.97 feet to the East line of the SW¼NE¼;
Thence South 00°13'18" East (South 0°06'35" West, Rec.) along said 1/16 section line for a distance of 22.26 feet (20.00 feet, Rec.) to a ½ inch rebar at the Southeast Corner of the SW¼NE¼;

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Thence South 89°56'48" West along the South line of the SW¼NE¼ and the SE¼NW¼ for a distance of 2073.41 feet to a ½ inch rebar;

Thence South 89°56'48" West along said ¼ section line for a distance of 7.00 feet to the POINT OF BEGINNING.

PARCEL NO. 23:

TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 2: Farm Unit A, Tract A and Farm Unit G, Tract G, SAVE AND EXCEPT the following described tracts:

TRACT NO. 1:

Beginning at the North quarter corner of said Section 2, which point shall be known as the True Point of Beginning;
Thence South 89°18'30" East along the North section line of said Section 2 for 112.68 feet (recorded as 112.68 feet) to Corner No. 1 of said Farm Unit A, Tract A;
Thence South 0°35'24" East (recorded as South 0°37' East) along a tract line common to Farm Unit A, Tract A and Farm Unit B, Tract B of said Section 2 for 1068.58 feet;
Thence North 74°54'10" West for 364.33 feet;
Thence North 45°28'24" West for 453.32 feet;
Thence North 89°18'30" West for 548.39 feet;
Thence North 0°57'39" East for 152.97 feet;
Thence North 10°50'11" East for 326.47 feet;
Thence North 31°04'58" East for 99.00 feet;
Thence North 64°51'18" West along the centerline of an irrigation ditch for 72.50 feet to the tract line;
Thence North 43°11' East along said tract line for 100.32 feet to a point on the North section line of said Section 2, which point is Corner No. 2 of said Farm Unit A, Tract A;
Thence South 89°18'30" East along said North section line for 981.60 feet (recorded as 982.08 feet) to the True Point of Beginning.

TRACT NO. 2:

Beginning at the Northwest corner of said Section 2, said corner marked by a U.S. Government pipe with brass cap; thence South 89°18'30" East along section line for 1454.60 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°18'30" East along section line for 169.72 feet to corner No. 1 of Tract G, said corner marked by a U.S. Government pipe with brass cap;
Thence South 43°11' West along the tract line common to Tract G & A for 100.32 feet to a ½ inch rebar;
Thence South 64°51'18" East along the centerline of a ditch for 72.50 feet to a point;
Thence South 31°04'58" West for 99.00 feet to a point;
Thence South 10°50'11" West for 326.47 feet to a point;
Thence South 0°57'39" West for 152.97 feet to a 5/8 inch rebar;
Thence South 89°18'30" East for 130.69 feet to a 5/8 inch rebar;
Thence South 8°40'52" West for 373.48 feet to a 5/8 inch rebar;
Thence North 73°53'16" West for 474.93 feet to a 5/8 inch rebar;
Thence North 0°10'00" West for 340.59 feet to a 5/8 inch rebar;
Thence South 89°18'30" East for 269.70 feet to a 5/8 inch rebar;
Thence North 6°12'56" East for 569.38 feet to the Point of Beginning.

PARCEL NO. 24:

TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 2: Farm Unit D, Tract D of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated May 4, 1956, on file in the office of the County Recorder, Minidoka County, Idaho), SAVE AND EXCEPTING the following described tracts:

TRACT NO. 1:

Part of Tract D, Farm Unit D, lying in the SE¼ of said Section 2, more particularly described as follows:

Beginning at Corner No. 5 of Tract D in said Section 2, said corner marked by a U. S. Bureau of Reclamation pipe with brass cap; thence South 80°45'00" West along the tract line common to Tract D and Tract E for 292.00 feet to a P. K. Nail which shall be the Point of Beginning;
Thence South 80°45'00" West along the tract line for 704.45 feet to a P. K. Nail;
Thence North 0°22'00" West for 176.23 feet to a ½ inch rebar;
Thence North 89°16'50" East for 696.01 feet to a ½ inch rebar;
Thence South 0°22'00" East for 71.73 feet to the Point of Beginning;

TRACT NO. 2:

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Beginning at Corner No. 4 of Tract D of Section 2, said corner marked by a 5/8 inch rebar on top of a U.S.B.R. iron pipe with brass corner which shall be the Point of Beginning;

Thence North 10°26'51" West along the West line of Tract D for a distance of 394.31 feet to a ½ inch rebar;

Thence North 79°22'25" East for a distance of 132.03 feet to a ½ inch rebar;

Thence South 15°04'27" East for a distance of 107.87 feet to a ½ inch rebar;

Thence South 58°39'15" East for a distance of 107.71 feet to a ½ inch rebar;

Thence South 08°55'23" East for a distance of 220.07 feet to a ½ inch rebar on the South line of Tract D;

Thence South 80°46'13" West along said line for a distance of 215.23 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at Corner No. 5 of Tract D in Section 2, said corner marked by a 5/8 inch rebar; thence South 80°45'52" West (South 80°45'00" West, rec.) along the tract line common to Tract D and Tract E for a distance of 996.45 feet to a p.k. nail which shall be the Point of Beginning;

Thence South 80°45'52" West (South 80°45'00" West, rec.) along the tract line common to Tract D and Tract E for a distance of 8.01 feet;

Thence North 02°21'57" West for a distance of 28.64 feet to a ½ inch rebar;

Thence North 02°21'57" West for a distance of 181.40 feet to a ½ inch rebar;

Thence North 88°59'38" East for a distance of 498.00 feet to a ½ inch rebar;

Thence South 00°21'08" East for a distance of 35.11 feet;

Thence South 89°17'29" West (South 89°16'50" West, rec.) for a distance of 482.69 feet to a ½ inch rebar;

Thence South 00°21'10" East (South 0°22'00" East, rec.) for a distance of 176.24 feet to the Point of Beginning.

PARCEL NO. 25:

TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 2: Part of Farm Unit D, Tract D of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated May 4, 1956, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at Corner No. 5 of Tract D in Section 2, said corner marked by a 5/8 inch rebar; thence South 80°45'52" West (South 80°45'00" West, rec.) along the tract line common to Tract D and Tract E for a distance of 292.01 feet (292.00 feet, rec.) to a p.k. nail which shall be the Point of Beginning;

Thence South 80°45'52" West (South 80°45'00" West, rec.) along the tract line common to Tract D and Tract E for a distance of 215.90 feet;

Thence North 00°21'08" West for a distance of 20.31 feet to a ½ inch rebar;

Thence North 00°21'08" West for a distance of 83.49 feet;

Thence North 89°17'29" East (North 89°16'50" East, rec.) for a distance of 213.26 feet to a ½ inch rebar;

Thence South 00°23'35" East (South 0°22'00" East, rec.) for a distance of 71.79 feet to the Point of Beginning.

PARCEL NO. 26:

TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 23: Part of Tract A and Part of Tract G, more particularly described as follows:

Beginning at the Northeast Corner of Section 23, said corner marked by a 5/8 inch rebar; Thence South 89°36'16" West along the north line of Section 23 for a distance of 1995.57 feet to the Point of Beginning;

Thence South 00°23'44" East for a distance of 30.01 feet to a ½ inch rebar;

Thence South 00°23'44" East for a distance of 569.99 feet to a ½ inch rebar;

Thence South 89°36'16" West for a distance of 33.03 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 556.10 feet to a ½ inch rebar, said curve having a radius of 841.53 feet, a delta angle of 37°51'44", and a long chord bearing of North 46°41'19" West for a distance of 546.05 feet;

Thence North 00°23'44" West for a distance of 202.70 feet to a ½ inch rebar;

Thence North 00°23'44" West for a distance of 20.00 feet to the north line of Section 23;

Thence North 89°36'16" East along said section line for a distance of 427.76 feet to the Point of Beginning.

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Private Water Rights											
Tract	Water Right	Owner of Record	Base	Priority Date	Source	Use	Individual Diversion	Combined Diversion	Place of Use	Combined POU	Continued
I	36-12593	Hansens Quality Jerseys	Decreed	4/1/1954	Ground Water	Domestic	0.04	0.3			Yes
II	36-12974	Hansens Quality Jerseys	Decreed	6/1/1959	Ground Water	Domestic	0.04				Yes
II	36-16759	Hansens Quality Jerseys	Decreed	9/30/1965	Ground Water	Commercial	0.3	0.3			Yes
	36-16761	Hansens Quality Jerseys	Decreed	9/23/1967	Ground Water	Commercial	0.03				Yes
II	36-16760	Hansens Quality Jerseys	Decreed	9/23/1967	Ground Water	Irrigation	0.37	4.79	20.8	263	Yes
	36-16758	Hansens Quality Jerseys	Decreed	9/30/1965	Ground Water	Irrigation	4.79		242.2		Yes
IV	36-2638	Hansens Quality Jerseys	Decreed	1/27/1966	Ground Water	Irrigation	1.57	1.57	119	119	Yes
	36-2371A	Hansens Quality Jerseys	Decreed	12/31/1958	Ground Water	Irrigation	1.81	1.81	103	103	Yes
TOTAL								8.17		485	
Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU							
	8.17	448.83	3666.9411	7.56							
Volume Analysis	POU acres	AF/Acre	AF/A								
	485	4.5	2182.5								

A&B Irrigation District					
Tract	Ownership	Tract	Acres	Spread Acres	Total
I	John & Vicki Hansen	G	11.8	0	11.8
III	John & Vicki Hansen	B	12.2	0	12.2
	Hansens Quality Jerseys	A	7.4	3	10.4
	Hansens Quality Jerseys	A	108	2.3	110.3
	Hansens Quality Jerseys	F	115.4	2.1	117.5
IV	Hansens Quality Jerseys	E	145	0	145
	Hansens Quality Jerseys	B	151.9	0	151.9
	Hansens Quality Jerseys	D	101.7	1.2	102.9
	Hansens Quality Jerseys	A	122.2	18.2	140.4
V	John & Vicki Hansen	E	137.3	10.8	148.1
VI	John & Vicki Hansen	H	139.7	23	162.7
					1113.2

SCANNED
MAR 21 2018



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 21, 2019

RABO AGRIFINANCE LLC
237 CANYON CREST DR W
TWIN FALLS ID 83301-5919

RE: Notice of Security Interest for Water Right/Permit No(s): 36-11435, 36-11667, and 36-11666

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.

Ownership & Security Interest for 36-11666 was already completed in April 2018. A Refund of \$25 for the Security Interest and \$25 for the Ownership Change has been requested on behalf of Title One, Burley ID. These refunds will be received under separate cover from the Idaho State Controller's Office.

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) 287-4803.

Sincerely,

Rosemary DeMond
Administrative Assistant 2

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MAR 21 2019

Enclosure(s)

c: HANSENS QUALITY JERSEYS LLC
TITLE ONE