

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 05 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

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

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

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

B) A **FEE of \$25.00 per** water right or adjudication claim.

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

Brighthouse Life Insurance Company

10801 Mastin Boulevard, Suite 930

Overland Park, KS 66210

Phone _____

Email _____

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

Roeloffs Land Holdings, LLC

5. Expiration Date of Notification Period

January 15, 2037

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

Director

For Office Use Only

Received by TF Date 4.5.2017 Receipt No. 3036044 Fee \$975- **

Processed by AJ Date _____ WR _____ Date _____

** \$25.00 applied from S036046

SCANNED
SEP 17 2018

Governing Entity	Water Right or Certificate No.	End Owner	Current Owner	STR
IDWR	36-10666	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7584	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7583	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2590	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2262	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7575	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-10659	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15288	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15289	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15300	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2698	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-8608	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7533A	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304A	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304B	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304C	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-7326	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10069	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10638	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10639	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-7672	Roeloffs Land	Southfield Properties	14-8-14
IDWR	36-4119	Roeloffs Land	Southfield Properties	15-8-14
IDWR	36-7325B	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-7325A	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-2335	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-10092	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-10093	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-4048	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-2374B	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-2494	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10270	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10271	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10497	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10498	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10499	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-7533B	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-7533C	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-10206	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-2510	Roeloffs Land	Southfield Properties	31-7-15

36-15299 added by IDWR 4/25/2017

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

THIS INSTRUMENT PREPARED BY:

Devin P. McComb
Stoel Rives LLP
600 University Street
Suite 3600
Seattle, WA 98101-4109

Instrument # 257909

GOODING COUNTY, GOODING, IDAHO
02-30-2017 16:44:50 No. of Pages: 29
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: \$94.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Brighthouse Life Insurance Company
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210-2101
Attn: Loan Manager, Central Region

16282921
Space above this line for Recorder's Use

Loan No: 198780

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

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of March 29, 2017, and is by ROELOFFS LAND HOLDINGS, LLC, an Idaho limited liability company, f/k/a Southfield Properties, LLC ("Roeloffs Land") and RIVERBEND DAIRY, an Idaho general partnership, f/k/a Southfield Dairy ("Riverbend" together with Roeloffs Land, collectively herein, the "Grantor"), to and in favor of BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation ("Mortgagee").

Mortgagee has agreed to make a loan in the original principal sum of ~~322,000,000.00~~ (the "Loan") to Grantor and CORA LEE ROELOFFS ("Cora Roeloffs") and ARIE ROELOFFS ("Arie Roeloffs"), husband and wife, and ARIE ROELOFFS, LLC, an Idaho limited liability company ("Arie Roeloffs, LLC") (Grantor and Cora Roeloffs, Arie Roeloffs, and Arie Roeloffs, LLC are individually and collectively, "Borrower") under the terms and conditions of the Promissory Note by Borrower in favor of Mortgagee dated as of the date of this mortgage (the "Note").

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Note and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "Property"): (1) the real estate and any interest in the real estate located in Gooding County, Idaho, and described in EXHIBIT A (the "Land"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, farm products storage and handling units and equipment, and fences, gates and loading chutes, dairy parlors and confinement facilities (the "Improvements"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than farm machinery, rolling stock and implements customarily towed) and all livestock handling fixtures and other non-rolling stock necessary to run the dairy business, including, but not limited to, milk handling, milk storage, milk processing and milking equipment located on the Land, including dairy equipment and fixtures, including but not limited to those items shown on

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Roeloffs

Loan No. 198780
90743861.4 0053564-00291

THIS INSTRUMENT PREPARED BY:

Devin P. McComb
Stoel Rives LLP
600 University Street
Suite 3600
Seattle, WA 98101-4109

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Brighthouse Life Insurance Company
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210-2101
Attn: Loan Manager, Central Region

16282921

Space above this line for Recorder's Use

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Mortgagee has agreed to make a loan in the original principal sum of ~~\$12,000,000.00~~ (the "**Loan**") to Grantor and CORA LEE ROELOFFS ("**Cora Roeloffs**") and ARIE ROELOFFS ("**Arie Roeloffs**"), husband and wife, and ARIE ROELOFFS, LLC, an Idaho limited liability company ("**Arie Roeloffs, LLC**") (Grantor and Cora Roeloffs, Arie Roeloffs, and Arie Roeloffs, LLC are individually and collectively, "**Borrower**") under the terms and conditions of the Promissory Note by Borrower in favor of Mortgagee dated as of the date of this mortgage (the "**Note**").

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Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Roeloffs
Loan No. 198780
90743861.4 0053564-00291

EXHIBIT B (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT B ("**Water Rights**"); (7) shares, and 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, including the shares described on EXHIBIT C and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (9) timber now or hereafter standing on or cut from the Land; (10) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (11) permits and licenses relating or pertaining to the use or enjoyment of the Property; (12) 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 ("**Insurance Claims**"); (13) 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 Land or Improvements ("**Condemnation Awards**"); (14) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; (15) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data; (16) all milk, cream and other dairy products (the "**Dairy Products**"), and all receivables thereof (the "**Receivables**"); (17) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (18) contracts involving and warranties covering the Property.

ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "**Rents**").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable 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.

Subject to the License, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property that may be characterized as personal property (the "**Personalty**") including without limitation, the Improvements, Equipment, Water Rights, Water Stock, Dairy Products and Receivables and this instrument shall constitute a security agreement with respect to the foregoing. Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below, (a) if Grantor is an individual, is Grantor's principal residence; (b) if Grantor is other than an individual and has only one place of business, is Grantor's principal place of business; and (c) if Grantor is anything other than an individual and has more than one place of business, is Grantor's chief executive office. The address for Mortgagee in Article 7 is its address as secured party under the Uniform Commercial Code as adopted in the Governing Law State (the "**UCC**").

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

As additional collateral and to further secure the Secured Obligations and other obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Grantor's Dairy Products due from Glanbia Foods, Inc. under producer numbers 6556 and 6557, in an amount and with priority sufficient to cover the monthly payments due on the Note as adjusted under the provisions thereof and under the Loan Agreement, which assignment shall commence as of the date of this mortgage. The provisions of this Article shall apply to any replacement milk contracts. Grantor shall deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products. Such assignments shall not be terminated or altered absent Mortgagee's prior written consent.

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "**Secured Obligations**"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of

the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage 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. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

General. The scheduled maturity date of the Note is January 17, 2037. 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 Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental Indemnity**"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Note expressly provides that Mortgagee may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

ARTICLE 5 – WARRANTY AND COVENANTS

Warranty of Title. Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing (defined in the Note), Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. 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.

Water Rights. Grantor shall maintain the Water Rights during the term of the Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

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

Maintenance of Property. Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; 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 remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

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.

Taxes and Assessments. Grantor shall pay prior to delinquency all taxes, levies, charges and assessments 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, and 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 Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "**Imposition**"). 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 a 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: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated including, without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor sells Dairy Products produced at the Property, or otherwise alter the operations or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Article 3 and this mortgage, to receive from Mortgagor's sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Note. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

Damages and Insurance and Condemnation Awards. Mortgagee may, at its option: (1) 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 Mortgagee may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any

Condemnation Award; and (3) 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. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Note), incurred in connection with such recovery. 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 WITH RESPECT TO ALLOCATION OF CONDEMNATION AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

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 Environmental Indemnity, and otherwise to determine Grantor's compliance with this mortgage.

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor 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: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

Prohibited Transfer Rate. If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loan and, to the extent permitted by applicable law, all other Obligations, increase at the Contract Rate (as defined in the Note) by 2.000% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Note).

Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

Indemnification. GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER

OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE 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 LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

Payments Due Under This Mortgage. Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Note).

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) 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.

Remedies. At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

Acceleration. Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

Receiver. Mortgagee 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 Grantor, any guarantor of all or any portion of the Secured Obligations, or of any person liable for the payment of the Secured Obligations. 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 GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

Entry. To the extent permitted by applicable law, Mortgagee, in person, by agent or by court- appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also 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. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If

Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Mortgagee at the site of the Land. 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. Regardless of any provision of this mortgage or the other Loan Documents, 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 in accordance with the UCC.

Cure; Protection of Security. Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article after giving lawfully required notices to persons entitled to same, to the extent permitted by applicable law. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personalty for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personalty (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personalty; (3) advertise dispositions of the Personalty through publications or media of general circulation, whether or not the Personalty is of a specialized nature; (4) contact persons for expressions of interest in acquiring all or any portion of the Personalty; (5) hire professional auctioneers to assist in the disposition of the Personalty, whether or not the Personalty is of a specialized nature; (6) dispose of the Personalty by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personalty; (7) dispose of the Personalty in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personalty or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personalty; or (10) sell any Personalty jointly with any of the Property or to sell any Personalty in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personalty, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

Judicial Action. Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under applicable law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

Sales of Personal 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. If

it chooses to do so, Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) 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 Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**"). 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 liens 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.

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.

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, 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 may settle for the purchase price by crediting the sales price of the Property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

Application of Foreclosure Sale Proceeds, Rents and Other Sums. Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

Waivers. Grantor waives: (1) any right to require Mortgagee to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Mortgagee, 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 Grantor's obligations exceed or are more burdensome than those of Borrower; (3) 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 Borrower, and demands and notices of every kind, to the extent permitted by applicable law; (4) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Secured Obligations or any part of it; and (5) 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 may have against Borrower, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor waives 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, to the extent permitted by applicable law. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

Information. Grantor is solely responsible for keeping informed of Borrower's financial condition and business operations and all other circumstances affecting Borrower's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Borrower's financial condition, business operations, or any other circumstances bearing on its ability to perform.

No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Brighthouse Life Insurance Company, c/o Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, with a carbon copy to Brighthouse Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, Attn: Director, CRO.

Entire Agreement. This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning the Loan; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning the Loan; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

No Waiver or Cure. Each waiver by Mortgagee 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 to take action on account of any default of Grantor. Consent by Mortgagee 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 consent to be obtained in any future or other instance. The exercise by Mortgagee of any right or remedy under this mortgage or the other Loan Documents or under applicable law, shall not: cure or waive a breach, Event of Default or notice of default under this 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 Loan Documents, have been cured); or impair the security of this mortgage; or prejudice Mortgagee 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 of any tenancy, lease or option, or a subordination of the lien of this mortgage.

Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

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

Waiver of Marshalling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a lien subordinate to this 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.

Waiver of Certain Other Laws. To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisement, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, 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 (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisement, 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. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

Joint and Several Obligations. If Grantor consists of more than one person, each Grantor (1) acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (2) 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 (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

Governing Law/Jurisdiction and Venue. This mortgage shall be governed exclusively by the laws of the State of Idaho without regard or reference to its conflict of laws principles.

General. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. 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. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. 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. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) 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: (A) THIS MORTGAGE; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) 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 MORTGAGEE ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

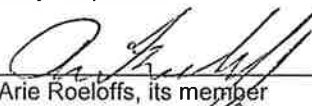
Grantor is executing this mortgage effective as of the day and year first written above.

GRANTOR

Address for notices:
3308 S 1600 E
Wendell, Idaho 83355

RIVERBEND DAIRY , an Idaho general partnership

By: ARIE ROELOFFS, LLC, an Idaho limited liability company, its partner

By: 
Arie Roeloffs, its member

By: JORDAN JARVIS, LLC, an Idaho limited liability company, its partner

By: 
Jordan Jarvis, its member

Address for notices:
3308 S 1600 E
Wendell, Idaho 83355

ROELOFFS LAND HOLDINGS, LLC, an Idaho limited liability company

By: 
Name: Arie Roeloffs
Title: Member Manager

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

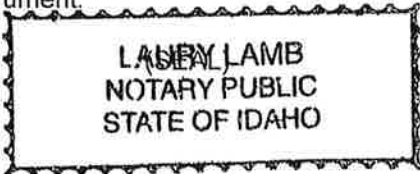
STATE OF IDAHO

COUNTY OF

Twin Falls

} SS

Before me, the undersigned, a Notary Public, in and for said County and State, this 27 day of March, 2017, personally appeared ARIE ROELOFFS, Manager on behalf of **ROELOFFS LAND HOLDINGS, LLC**, an Idaho limited liability company, and acknowledged the execution of the foregoing instrument.



Laurie Lamb

Notary Public

Printed Name: Laurie Lamb

My Commission Expires:

4-2-2022

[ACKNOWLEDGEMENTS OF MORTGAGE]

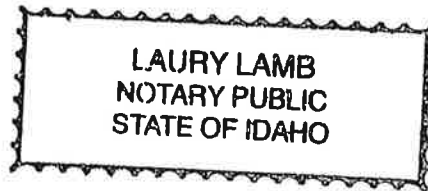
STATE OF IDAHO)
COUNTY OF Twin Falls) SS

Before me, the undersigned, a Notary Public, in and for said County and State, this 29 day of March, 2017, personally appeared ARIE ROELOFFS, member of Arie Roeloffs, LLC, a partner on behalf of RIVERBEND DAIRY, an Idaho general partnership, and acknowledged the execution of the foregoing instrument.

(SEAL)

Laury Lamb
Notary Public
Printed Name: Laury Lamb

My Commission Expires:
4-2-2022



STATE OF IDAHO)
COUNTY OF Twin Falls) SS

Before me, the undersigned, a Notary Public, in and for said County and State, this 29 day of March, 2017, personally appeared JORDAN JARVIS, as member of Jordan Jarvis, LLC, a partner on behalf of RIVERBEND DAIRY, an Idaho general partnership, and acknowledged the execution of the foregoing instrument.

(SEAL)

Laury Lamb
Notary Public
Printed Name: Laury Lamb

My Commission Expires:
4-2-2022

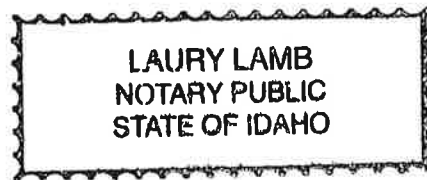


EXHIBIT A

Loan No: 198780

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

Legal Description of Real Estate

Gooding County, Idaho

Tract I Chandler

Parcel No. 1:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: The East 1085 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, also that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point 50 feet West of the SE corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ which is the TRUE POINT OF BEGINNING;
Thence East 50 feet to the Southeast corner; Thence North 50 feet;
Thence Southwesterly to the POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: NE $\frac{1}{4}$ SW $\frac{1}{4}$,

EXCEPTING THEREFROM that portion as set forth in Book L of Deeds, Page 363 dated December 30, 1911, recorded November 7, 1912, Gooding County records, more particularly described as follows:

Beginning at the Southwest corner of said quarter section;
Thence East along the South line of said quarter to a point 1271 feet East of the POINT OF BEGINNING;
Thence North on a line parallel to the West line of said quarter 1664 feet to the center of the channel of a Coulee used by the Twin Falls North Side Land and Water Company as an irrigation ditch and known as "W.26";
Thence West and bearing South, following the center line of said Coulee to a point where the same intersects with the West line of said quarter section;
Thence South 1145 feet to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point 50 feet West of the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ which is THE TRUE POINT OF BEGINNING;
Thence East 50 feet to the Southeast corner;
Thence North 50 feet;
Thence Southwesterly to the POINT OF BEGINNING, which is also described in Book 4 of Deeds, Page 21 dated September 5, 1913, recorded November 4, 1913, Gooding County records;

AND EXCEPTING THEREFROM that portion deeded to the State of Idaho in Right of Way Deed dated April 10, 1937, recorded June 11, 1937 in Book 28 Page 428 as Instrument No. 67929, Gooding County records;

EXCEPTING all real property lying North of the existing North Side Canal "W.26";

Parcel No. 3:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: That portion of real property being located in the NW¼SE¼, lying South of the existing North Side canal "W.26";

Parcel No. 4:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: SW¼SE¼,

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southeast corner of said Section 31;
Thence West along the South boundary of Section 31 for a distance of 1863.40 feet to a point in the center of Canal Company Lateral and being THE TRUE POINT OF BEGINNING;
Thence West along the South boundary of Section 31 for a distance of 346.03 feet; Thence North for a distance of 270.75 feet;
Thence North 84°28'24" East for a distance of 244.97 feet; Thence South 22°25'59" East for a distance of 120.62 feet;
Thence North 57°40'39" East for a distance of 384.86 feet to the center of the Canal Company Lateral;
Thence South 17°15'05" West along the center of the Canal Company Lateral for a distance of 72.15 feet;
Thence South 37°45'40" West along the center of the Canal Company Lateral for a distance of 404.43 feet to a point on the South boundary of Section 31 and being the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the SW¼ of the SE¼, more particularly described as follows:

Commencing at the Southeast corner of said Section 31, from which the South quarter corner of said Section 31 bears North 90°00'00" West, 2643.42 feet;
Thence North 90°00'00" West along the South boundary of the SE¼ of said Section 31 for a distance of 1559.65 feet to the POINT OF BEGINNING;
Thence North 90°00'00" West along the South boundary of the SE¼ of said Section 31 for a distance of 303.76 feet to the centerline of a canal company lateral;
Thence North 37°45'41" East along the centerline of the canal company lateral for a distance of 404.43 feet;
Thence North 17°15'03" East along the centerline of the canal Company lateral for a distance of 44.15 feet;
Thence North 90°00'00" East for a distance of 43.00 feet;
Thence South 00°00'00" East for a distance of 361.89 feet to the South boundary of the SE¼ of said Section 31, and the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE¼, and being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 1134.13 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 425.52 feet, continuing along and with the section line, to the Southwest corner of the herein described tract;
Thence North, 361.89 feet to the Northwest corner of the herein described tract; Thence East, 72.21 feet to the Northeast corner of the herein described tract; Thence South 44°18'46" East, 505.76 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;

Thence North 00°21'05" West, 1497.24 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 414.24 feet to the Southwest corner of the herein described tract;
Thence North 00°21'05" West, 250.00 feet to the Northwest corner of the herein described tract; Thence East, 414.24 feet to the Northeast corner of the herein described tract;
Thence South 00°21'05" East, 250.00 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 1863.41 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 346.03 feet, continuing along and with the section line, to the Southwest corner of the herein described tract;
Thence North, 270.75 feet to the Northwest corner of the herein described tract;
Thence South 89°55'02" East, 504.59 feet;
Thence North 65°56'24" East, 28.56 feet;
Thence North 36°33'24" East, 79.74 feet;
Thence North 15°19'53" East, 16.77 feet;
Thence East, 24.20 feet;
Thence South 17°15'05" West, 44.15 feet;
Thence South 37°45'41" West, 404.43 feet to the POINT OF BEGINNING.

Parcel No. 5:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: A parcel of land situated in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 2209.44 feet along and with the section line;
Thence North, 270.75 feet to the most westerly corner and POINT OF BEGINNING of the herein described tract;
Thence North 84°28'24" East, 244.97 feet;
Thence South 22°25'59" East, 25.92 feet;
Thence North 89°55'02" West, 253.72 feet to the POINT OF BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: A parcel of land situated in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 2209.44 feet along and with the section line; Thence North, 270.75 feet;
Thence South 89°55'02" East, 427.80 feet to the most westerly corner and POINT OF BEGINNING of the herein described tract;
Thence North 57°40'39" East, 221.62 feet;
Thence South 17°15'05" West, 28.00 feet;
Thence West, 24.20 feet;
Thence South 15°19'53" West, 16.77 feet;
Thence South 36°33'24" West, 79.74 feet;
Thence South 65°56'24" West, 28.56 feet;
Thence North 89°55'02" West, 76.67 feet to the POINT OF BEGINNING.

Parcel No. 6:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$,

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes by Right of Way Deed recorded June 11, 1937, in Book 28, Page 430 as Instrument No. 67931, Gooding County records.

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE $\frac{1}{4}$, and being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the aforementioned Section 31;

Thence West, 1134.13 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;

Thence West, 425.52 feet, continuing along and with the section line, to the southwest corner of the herein described tract;

Thence North, 361.89 feet to the Northwest corner of the herein described tract;

Thence East, 72.21 feet to the Northeast corner of the herein described tract;

Thence South 44°18'46" East, 505.76 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;

Thence North 00°21'05" West, 1497.24 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;

Thence West, 414.24 feet to the Southwest corner of the herein described tract;

Thence North 00°21'05" West, 250.00 feet to the Northwest corner of the herein described tract;

Thence East, 414.24 feet to the Northeast corner of the herein described tract;

Thence South 00°21'05" East, 250.00 feet to the POINT OF BEGINNING.

Tract II Cooks

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 15: The West 512.5 feet of the North 190 feet of the Southwest Quarter of the Southwest Quarter.

Tract III VanderGiessen

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 16: All of Section, EXCEPTING THEREFROM that part lying South of County Road as it is now located, described in Book 2 of Agreements Page 380, records of Gooding County, Idaho.

ALSO EXCEPTING THEREFROM the following described tract as described in Contract dated May 3, 1919, with Trustees of School District #6, Gooding County, Idaho, recorded June 7, 1919 in Book 2 Agreements Page 37, to be used for School purposes:

Commencing at a point 2903.6 feet South of the Northwest corner of said Section 16; Thence East 300 feet;

Thence South 105 feet;

Thence Southwesterly 315 feet to the West line of Section 16;

Thence North 200 feet to THE POINT OF BEGINNING.

Tract IV Blick

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 15: W $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the South quarter corner of Section 15, from which the Southeast section corner bears South 89°52'54" East, 2644.23 feet, said point being THE REAL POINT OF BEGINNING;
Thence North 0°03'58" West, 391.01 feet along the Westerly boundary of the SW¼SE¼ said Section 15;
Thence South 89°52'54" East, 692.97 feet;
Thence South 0°22'08" West, 391.01 feet to a point on the Southerly boundary of the SW¼SE¼ said Section 15;
Thence North 89°52'54" West, 690.00 feet along the Southerly boundary of the SW¼SE¼ said Section 15 to THE REAL POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 15: E½SW¼, EXCEPT the South 300.0 feet of the East 571.0 feet of said SE¼SW¼.

Tract V Madalena

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 36: S½, EXCEPTING the following described tracts: Tract No. 1:

That part of the NW¼SW¼, described as follows:

Commencing at the Southwest corner of Section 36;
Thence North 0°01' West, 2011.15 feet to THE POINT OF BEGINNING;
Thence North 0°01' West, 137.47 feet;
Thence North 89°59' East, 213.19 feet;
Thence South 0°01' East, 137.47 feet;
Thence South 89°59' West, 213.19 feet to THE POINT OF BEGINNING.

Tract No. 2:

A parcel of land located in the S½, and more particularly described as follows:

Commencing at the Southwest corner of said Section 36, from which the West one quarter (W¼) corner of said Section 36 bears North 00°00'00" East, 2642.87 feet, said Southwest corner of Section 36 being the TRUE POINT OF BEGINNING;
Thence North 00°00'00" East along the West boundary of the SW¼ of said Section 36 for a distance of 1016.02 feet to the center of an irrigation coulee;

Thence along the Center of the irrigation coulee on the following courses:

North 71°05'47" East, 28.11 feet;
North 36°53'39" East, 14.97 feet;
North 31°00'59" East, 75.70 feet;
North 28°26'33" East, 53.08 feet;
North 27°46'19" East, 117.97 feet;
North 38°06'50" East, 34.90 feet;
North 43°58'10" East, 53.99 feet;
North 41°04'46" East, 95.48 feet;
North 38°56'38" East, 26.00 feet;
North 29°15'51" East, 29.07 feet;
North 17°56'14" East, 45.18 feet;
North 08°34'29" East, 38.15 feet;
North 31°12'49" East, 29.07 feet;
North 31°11'57" East, 22.32 feet;
North 01°10'26" East, 39.83 feet;
North 18°09'40" East, 38.91 feet;
North 53°56'22" East, 44.71 feet;
South 86°09'06" East, 40.48 feet;
South 73°30'45" East, 51.33 feet;

South 54°51'47" East, 60.44 feet;
 South 49°56'58" East, 51.05 feet;
 South 38°39'31" East, 57.31 feet;
 South 39°42'56" East, 30.07 feet;
 South 56°13'18" East, 46.79 feet;
 South 59°44'27" East, 58.80 feet;
 South 73°30'47" East, 43.80 feet;
 North 83°33'00" East, 45.84 feet;
 North 66°58'14" East, 40.49 feet;
 North 45°18'26" East, 35.82 feet;
 North 25°20'56" East, 80.53 feet;
 North 31°02'29" East, 50.07 feet;
 North 24°27'39" East, 34.46 feet;
 North 07°26'22" East, 65.79 feet;
 North 20°27'50" East, 42.99 feet;
 North 10°56'04" East, 69.34 feet;
 North 08°58'58" East, 84.53 feet;
 North 19°47'47" East, 42.10 feet;
 North 46°09'39" East, 31.39 feet;
 North 67°36'36" East, 29.22 feet;
 North 60°35'56" East, 143.63 feet;
 North 64°53'51" East, 118.99 feet;
 North 44°51'14" East, 71.83 feet;
 North 60°40'32" East, 191.52 feet;
 North 83°51'50" East, 48.71 feet;
 North 64°43'06" East, 54.32 feet;
 North 44°35'36" East, 48.28 feet;
 North 45°47'15" East, 117.43 feet;
 North 25°47'44" East, 47.93 feet;
 North 40°09'29" East, 36.00 feet;
 North 62°41'45" East, 43.74 feet;
 North 52°51'00" East, 17.12 feet;
 North 23°23'40" East, 62.50 feet;
 North 17°23'08" East, 111.28 feet to a point on the North boundary of the SW¼ of said Section 36;
 Thence South 89°57'41" East along the North boundary of the S½ of said Section 36 for a distance of 3406.72 feet to the East one quarter (E¼) corner of said Section 36, also being the Northeast corner of the S½ of said Section 36;
 Thence South 00°04'20" East along the East boundary of the SE¼ of said Section 36 for a distance of 2643.97 feet to the Southeast corner of said Section 36;
 Thence North 89°52'22" West along the South boundary of the SE¼ of said Section 36 for a distance of 2647.39 feet to the South one quarter (S¼) corner of said Section 36;
 Thence South 89°58'25" West along the South boundary of the SW¼ of said Section 36 for a distance of 2647.39 feet to the TRUE POINT OF BEGINNING.

Tract VI Southfield Dairy and Southfield Farms

Parcel No. 1: Sunshine 1 and Sunshine 2

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: W½;

EXCEPTING THEREFROM a part of the N½SW¼ described as follows:

The TRUE POINT OF BEGINNING is located North 0°01'46" East, 2637.72 feet from the Southwest corner of Section 12 and is the West quarter corner of Section 12;

Thence South 0°01'46" West, 991.68 feet along the West Section line;
Thence South 89°10'51" East, 97.85 feet;
Thence North 45°37'00" East, 96.14 feet;
Thence North 02°30'00" East, 339.66 feet to an irrigation lateral; Thence North 56°06'00" East, 60.51 feet along irrigation lateral;
Thence North 43°39'02" East, 526.06 feet along irrigation lateral;
Thence North 32°26'29" East, 205.56 feet along irrigation lateral to a point on the East-West mid section line;
Thence South 89°53'10" West, 704.48 feet along mid section line to the West quarter corner and POINT OF BEGINNING.

Parcel No. 2: Horn

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: SE¼SE¼

Parcel No. 3: Johnson

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: S½N½SE¼, EXCEPTING THEREFROM the following parcel of land:

Beginning at the Northeast corner of the NW¼SE¼;
Thence South along the East boundary of the NW¼SE¼ 660.0 feet to the Northeast corner of the SE¼NW¼SE¼, the TRUE POINT OF BEGINNING;
Thence South 208.75 feet;
Thence West 208.75 feet;
Thence North 208.75 feet;
Thence East 208.75 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That part of the SW¼SE¼ lying North of the irrigation ditch in the Northwest corner thereof.

Parcel No. 4: Lehmann

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: SW¼SE¼

EXCEPTING THEREFROM that portion lying North of the ditch located in the Northwest corner of said parcel.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 13: SE¼; S½SW¼, EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point on the West line of said Section 13, from which the Southwest corner of said section bears South 0°01' East a distance of 292.43 feet;
Thence North 0°01' West along said West line, 1028.73 feet;
Thence South 89°51' East, 871.00 feet to the center of the W-9 Irrigation Canal;
Thence South 26°40' West along the center of said canal, 906.60 feet;
Thence South 65°00' West along the center of said canal, 511.76 feet to THE POINT OF BEGINNING.

Parcel No. 5: Calf

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 13: All of that part of the S½NE¼, lying South of Lateral W-9 of the Northside Canal Company Limited.

Parcel No. 6: Hunsaker

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 13: NW¼SW¼

And

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 13: Part of the SW¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of Section 13, Township 8 South, Range 14 East of the Boise Meridian;
Thence on a bearing of North 00°10'12" West 900.41 feet along the Westerly boundary of Section 13 to the REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and continuing along the West boundary of Section 13 on a bearing of North 00°10'12" West a distance of 420.97 feet to the Northwest corner of the SW¼SW¼ of said Section 13;

Thence from this Northwest corner of the SW¼SW¼, Section 13, and along the North boundary of said SW¼SW¼ on a bearing of South 89°48'48" East a distance of 875.83 feet to the approximate centerline of W-9 irrigation canal;

Thence along the approximate centerline of W-9 irrigation canal on a bearing of South 27°08'50" West a distance of 474.14 feet;

Thence along the approximate centerline of W-56 irrigation lateral on a bearing of North 89°40'12" West a distance of 658.25 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the SW¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of Section 13;

Thence North 0°10'12" West 900.41 feet along the Westerly boundary of Section 13 to the center of the Northside Canal Company "W-56" Irrigation Lateral;

Thence South 89°40'12" East 241.86 feet along the Center of said W-56 lateral to THE TRUE POINT OF BEGINNING;

Thence North 0°10'12" West 94.87 feet;

Thence South 89°40'12" East 466.44 feet to the center of the Northside Canal Company "W-9" irrigation canal;

Thence South 27°28'50" West 106.61 feet along the center of said "W-9" canal;

Thence North 89°40'12" West 416.96 feet along the center of the "W-56" irrigation lateral to THE TRUE POINT OF BEGINNING.

and

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 13: Part of the SW¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of Section 13;

Thence North 0°10'12" West 900.41 feet along the Westerly boundary of Section 13 to the center of the Northside Canal Company "W-56" Irrigation Lateral;

Thence South 89°40'12" East 241.86 feet along the Center of said W-56 lateral to THE TRUE POINT OF BEGINNING;

Thence North 0°10'12" West 94.87 feet;

Thence South 89°40'12" East 466.44 feet to the center of the Northside Canal Company "W-9" irrigation canal;

Thence South 27°28'50" West 106.61 feet along the center of said "W-9" canal;

Thence North 89°40'12" West 416.96 feet along the center of the "W-56" irrigation lateral to THE TRUE POINT OF BEGINNING;

Together with a 25.00 feet in width, non-exclusive access easement described as follows:

Beginning at the Southwest corner of Section 13;
Thence North 0°10'12" West 900.41 feet along the Westerly boundary of Section 13 to THE TRUE POINT OF BEGINNING;
Thence South 89°40'12" East 241.86 feet;
Thence North 0°10'12" West 25.00 feet;
Thence North 89°40'12" West 241.28 feet to the Westerly boundary of Section 13;
Thence South 0°10'12" East 25.00 feet along the Westerly boundary of Section 13 to THE TRUE POINT OF BEGINNING.

Parcel No. 7: Isaac

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 14: A tract of land located in the S½SE¼ and the SE¼SW¼, more particularly described as follows:

Beginning at the Southeast corner of the SE¼ of Section 14;
Thence North 89°53'10" West a distance of 1,172.50 feet along the Southerly boundary of said SE¼ to the TRUE POINT OF BEGINNING;
Thence North 89°53'10" West a distance of 1,469.56 feet along the Southerly boundary of said SE¼ to the Southwest corner of said SE¼ and the Southeast corner of said SE¼SW¼;
Thence North 89°55'08" West a distance of 1,322.12 feet to the Southwest corner of said SE¼SW¼; Thence North 0°12'34" East a distance of 1,321.38 feet to the Northwest corner of said SE¼SW¼;
Thence South 89°53'40" East a distance of 1,321.55 feet to the Northeast corner of said SE¼SW¼ and the Northwest corner of said S½SE¼;
Thence South 89°52'41" East a distance of 1,905.86 feet along the Northerly boundary of said S½SE¼;
Thence South 0°13'24" West a distance of 569.50 feet;
Thence North 89°53'10" West a distance of 436.16 feet;
Thence South 0°10'00" West a distance of 751.05 feet to the TRUE POINT OF BEGINNING.

Parcel No. 8: Ruffing

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 23: SW¼SW¼; E½SW¼; W½SE¼;

EXCEPTING that portion of the SW¼SW¼ lying West of the W-9 Canal of the North Side Canal Co., Ltd.

FURTHER EXCEPTING that portion of the SW¼SW¼ conveyed to West Point Highway District No. 4, as set forth in Right of Way Deed recorded March 29, 1951 as Instrument Number 114963, Gooding County records.

Together with an easement created by Grant of Easement recorded March 4, 1997 as Instrument Number 169845, Gooding County records for the purpose of allowing a pivot irrigation systems located on a portion of the property described in Parcel No. 2 to trespass on and deposit irrigation water on the real property described as follows:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 23: That portion of the SW¼SW¼ lying West of the W-9 Canal of the North Side Canal Co., Ltd.

Parcel 9: Bailey

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 23: E½SE¼; SE¼NE¼;

Parcel No. 10: Chisham

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 23: NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Parcel No. 11: Southfield Dairy

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 24: N $\frac{1}{2}$

Parcel No. 12: Horn

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 7: Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$

Parcel No. 13: Tracy

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 18: Lot 2;

Parcel No. 14: Doty

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$

Parcel 15: Southfield SF4 Ambrose

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 18: S $\frac{1}{2}$, EXCEPTING THEREFROM that part of Lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of said Lot 4;

Thence South 89°54'25" East, 250.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;

Thence South 89°54'25" East, 921.85 feet along the Southerly boundary of said Lot 4 and said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 0°02'44" East, 1145.67 feet;

Thence North 89°54'20" West, 922.76 feet to point 250.00 feet Easterly of the Westerly boundary of said Lot 4;

Thence South 1145.69 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the SE $\frac{1}{4}$ and part of the E $\frac{1}{2}$ SW $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$;

Thence Westerly along the Southerly boundary of said Section 18, North 89°54'25" West, 3822.21 feet;

Thence North 0°02'44" East, 2641.34 feet to the Northerly boundary of said E $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence Easterly along the Northerly boundary of said E $\frac{1}{2}$ SW $\frac{1}{4}$ and said SE $\frac{1}{4}$, South 89°54'16" East, 3815.34 feet to the Northeast corner of said SE $\frac{1}{4}$;

Thence Southerly along the Easterly boundary of said SE $\frac{1}{4}$, South 0°06'12" East, 2641.19 feet to THE POINT OF BEGINNING.

Tract VII Labor Homes

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Roeloffs

Loan No. 198780

90743861.4 0053564-00291

Rev. 09.19.2016

Section 15: A tract of land in the NE¼NE¼; Beginning at the Northeast corner of said Section 15;
Thence North 89°18' West, 25 feet along the North line of said Section 15 to the Westerly right-of-way of State Highway;
Thence South 0°20' West, 559.25 feet along said right-of-way to the TRUE POINT OF BEGINNING;
Thence North 89°40' West, 130.39 feet; Thence South 0°20' West, 190.00 feet;
Thence South 89°40' East, 130.39 feet to the said highway;
Thence North 0°20' East, 190.00 feet along said highway right-of-way to the TRUE POINT OF BEGINNING.

Tract VIII Canyon Rim Farm and House

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 17: A parcel of land lying in the NE¼ of said Section, described as follows:

Commencing at a large spike marking the Northeast corner of said Section 17, which point is witnessed by a 5/8" rebar lying 25.0 feet West, proceed South 0°15'10" West, 2638.44 feet, along the East boundary of said Section 17 to a 5/8" rebar marking the East quarter corner of said Section 17;

Thence North 89°54'00" West, 795.02 feet along the center of Section line to a 5/8" rebar by PLS 7048, which point is THE TRUE POINT OF BEGINNING;

Thence continuing North 89°54'00" West, 1182.46 feet, to a 5/8" rebar by PLS 7048;

Thence North 02°28'59" East, 1408.04 feet, to a ½" rebar by PLS 7048;

Thence North 69°45'33" East, 281.72 feet, to a ½" rebar by PLS 7048;

Thence South 53°40'40" East, 111.34 feet, to a ½" rebar by PLS 7048;

Thence South 76°03'18" East, 296.39 feet, to a 5/8" rebar by PLS 7048;

Thence North 61°59'07" East, 99.58 feet, to a ½" rebar by PLS 7048;

Thence South 44°18'12" East, 83.50 feet, to a ½" rebar PLS 7048;

Thence South 65°51'13" East, 83.55 feet to a ½" rebar by PLS 7048;

Thence North 73°57'06" East, 106.87 feet, to a ½" rebar by PLS 7048;

Thence South 07°51'12" West, 229.10 feet, to a ½" rebar by PLS 7048;

Thence North 82°07'05" West, 131.18 feet to a ½" rebar by PLS 7048;

Thence South 68°21'14" West, 31.88 feet to a ½" rebar by PLS 7048;

Thence South 12°11'11" East, 202.90 feet to a ½" rebar by PLS 7048;

Thence South 71°18'27" East, 79.48 feet to a 5/8" rebar by PLS 7048;

Thence South 27°42'22" East, 485.49 feet, to a ½" rebar by PLS 7048;

Thence South 00°11'39" East, 476.93 feet, to THE TRUE POINT OF BEGINNING.

EXCEPT a parcel of land in the NE¼, described as follows:

Commencing at the East One Quarter corner of said Section 17, from which the Northeast corner of said Section 17 bears North 00°15'10" East, 2638.58 feet;

Thence North 89°54'00" West along the South boundary of the NE¼ of said Section 17 for a distance of 1977.78 feet;

Thence North 02°28'59" East for a distance of 1158.04 feet to THE TRUE POINT OF BEGINNING;

Thence continuing North 02°28'59" East for a distance of 250.00 feet; Thence North 69°45'33" East for a distance of 281.72 feet;

Thence South 53°40'40" East for a distance of 111.34 feet; Thence South 76°03'18" East for a distance of 296.39 feet;

Thence North 61°59'07" East for a distance of 99.58 feet; Thence South 44°18'12" East for a distance of 35.00 feet;

Thence South 65°50'22" West for a distance of 129.94 feet;

Thence North 76°03'18" West for a distance of 290.00 feet;

Thence South 82°46'32" West for a distance of 125.68 feet;

Thence South 00°11'17" West for a distance of 250.00 feet;

Thence North 85°48'48" West for a distance of 240.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing

Roeloffs

Loan No. 198780

90743861.4 0053564-00291

Rev. 09.19.2016

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 17: A parcel of land located in the NE¼, more particularly described as follows:

Commencing at the East One Quarter corner of said Section 17, from which the Northeast corner of said Section 17 bears North 00°15'10" East, 2638.58 feet;
Thence North 89°54'00" West along the South boundary of the NE¼ of said Section 17 for a distance of 1977.78 feet;
Thence North 02°28'59" East for a distance of 1158.04 feet to THE TRUE POINT OF BEGINNING;
Thence continuing North 02°28'59" East for a distance of 250.00 feet;
Thence North 69°45'33" East for a distance of 281.72 feet;
Thence South 53°40'40" East for a distance of 111.34 feet;
Thence South 76°03'18" East for a distance of 296.39 feet;
Thence North 61°59'07" East for a distance of 99.58 feet;
Thence South 44°18'12" East for a distance of 35.00 feet;
Thence South 65°50'22" West for a distance of 129.94 feet;
Thence North 76°03'18" West for a distance of 290.00 feet;
Thence South 82°46'32" West for a distance of 125.68 feet;
Thence South 00°11'17" West for a distance of 250.00 feet;
Thence North 85°48'48" West for a distance of 240.00 feet to THE TRUE POINT OF BEGINNING.

**EXHIBIT B
TO
MORTGAGE**

Equipment

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits.

Together with all main and hand lines, valve openers, end plugs, risers, stems, sprinkler birds, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipe, etc. pertaining to the above listed irrigation equipment.

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

**EXHIBIT C
TO
MORTGAGE**

Water Rights

IDWR Water Rights

Governing Entity	Water Right or Certificate No.	End Owner	Current Owner	STR
IDWR	36-10666	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7584	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7583	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2590	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2262	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-7575	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-10659	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15288	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15289	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-15300	Roeloffs Land	Southfield Properties	12-8-14
IDWR	36-2698	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-8608	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7533A	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304A	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304B	Roeloffs Land	Southfield Properties	13 & 24-8-14
IDWR	36-7304C	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-7326	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10069	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10638	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-10639	Roeloffs Land	Southfield Properties	13-8-14
IDWR	36-7672	Roeloffs Land	Southfield Properties	14-8-14
IDWR	36-4119	Roeloffs Land	Southfield Properties	15-8-14
IDWR	36-7325B	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-7325A	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-2335	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-10092	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-10093	Roeloffs Land	Southfield Properties	16-8-14
IDWR	36-4048	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-2374B	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-2494	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10270	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10271	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10497	Roeloffs Land	Southfield Properties	23-8-14

Governing Entity	Water Right or Certificate No.	End Owner	Current Owner	STR
IDWR	36-10498	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-10499	Roeloffs Land	Southfield Properties	23-8-14
IDWR	36-7533B	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-7533C	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-10206	Roeloffs Land	Southfield Properties	18-8-15
IDWR	36-2510	Roeloffs Land	Southfield Properties	31-7-15

Water Certificates:

Canal Co.	Certificate No.	New Owner	Current Owner	Date	Number of Shares
North Side Canal Company	24286	Roeloffs Land	Southfield Properties & Edwin	12-8-14	40
	27073	Roeloffs Land	Arie & Coralee Roeloffs	17-8-14	20
	22434	Roeloffs Land	Southfield Dairy	23-8-14	92
	26690	Roeloffs Land	Southfield Dairy	36-8-14	35
	22578	Roeloffs Land	Southfield Dairy	7-8-15	103.76
	22579	Roeloffs Land	Southfield Dairy	7-8-15	40.46
	22580	Roeloffs Land	Southfield Dairy		5
	22453	Roeloffs Land	Southfield Properties	18-8-15	40
	25023	Roeloffs Land	Southfield Properties	31-7-15	66
	25024	Roeloffs Land	Southfield Properties	31-7-15	113



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 27, 2017

BRIGHTHOUSE LIFE INSURANCE CO
10801 MASTIN BLVD STE 930
OVERLAND PARK KS 66210

Re: Notice of Security Interest in a Water Right for Water Right – See Attached List

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosures

c: Roeloffs Land Holdings LLC
TitleOne

Basin	Sequence	Suffix	Current Owner
36	2262		ROELOFFS LAND HOLDINGS LLC
36	2335		ROELOFFS LAND HOLDINGS LLC
36	2374	B	ROELOFFS LAND HOLDINGS LLC
36	2494		ROELOFFS LAND HOLDINGS LLC
36	2510		ROELOFFS LAND HOLDINGS LLC
36	2590		ROELOFFS LAND HOLDINGS LLC
36	2698		ROELOFFS LAND HOLDINGS LLC
36	4048		ROELOFFS LAND HOLDINGS LLC
36	4119		ROELOFFS LAND HOLDINGS LLC
36	7304	A	ROELOFFS LAND HOLDINGS LLC
36	7304	B	ROELOFFS LAND HOLDINGS LLC
36	7304	C	ROELOFFS LAND HOLDINGS LLC
36	7325	A	ROELOFFS LAND HOLDINGS LLC
36	7325	B	ROELOFFS LAND HOLDINGS LLC
36	7326		ROELOFFS LAND HOLDINGS LLC
36	7533	A	ROELOFFS LAND HOLDINGS LLC
36	7533	B	ROELOFFS LAND HOLDINGS LLC
36	7533	C	ROELOFFS LAND HOLDINGS LLC
36	7575		ROELOFFS LAND HOLDINGS LLC
36	7583		ROELOFFS LAND HOLDINGS LLC
36	7584		ROELOFFS LAND HOLDINGS LLC
36	7672		ROELOFFS LAND HOLDINGS LLC
36	8608		ROELOFFS LAND HOLDINGS LLC
36	10069		ROELOFFS LAND HOLDINGS LLC
36	10092		ROELOFFS LAND HOLDINGS LLC
36	10093		ROELOFFS LAND HOLDINGS LLC
36	10206		ROELOFFS LAND HOLDINGS LLC
36	10270		ROELOFFS LAND HOLDINGS LLC
36	10271		ROELOFFS LAND HOLDINGS LLC
36	10497		ROELOFFS LAND HOLDINGS LLC
36	10498		ROELOFFS LAND HOLDINGS LLC
36	10499		ROELOFFS LAND HOLDINGS LLC
36	10638		ROELOFFS LAND HOLDINGS LLC
36	10639		ROELOFFS LAND HOLDINGS LLC
36	10659		ROELOFFS LAND HOLDINGS LLC
36	10666		ROELOFFS LAND HOLDINGS LLC
36	15288		ROELOFFS LAND HOLDINGS LLC
36	15289		ROELOFFS LAND HOLDINGS LLC
36	15299		ROELOFFS LAND HOLDINGS LLC
36	15300		ROELOFFS LAND HOLDINGS LLC



RECEIVED
APR 05 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

April 4, 2017

Trish Fawcett
ID Dept. of Water Resources
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301

Dear Trish:

Enclosed with this letter please find the following documents:

TitleOne File No. 16282921 – Arie Roeloffs:

1. A copy of the filed Amendment To Certificate Of Organization Limited Liability Company on Southfield Properties, LLC. It is my understanding that Southfield Properties, LLC has amended its name to Roeloffs Land Holdings, LLC and added Arie Roeloffs as the manager.
2. The original executed Notice of Security Interest in a Water Right.
3. A copy of the executed recorded Mortgage, Assignment Of Rents, Security Agreement and Fixture Filing.
4. TitleOne Corporation's check no. 17066 payable to Idaho Dept. of Water Resources in the amount of \$975.00 for the water rights.

TitleOne File No. 16282929 – Southfield Properties, LLC:

1. The original executed Notice of Change in Water Right Ownership.
2. The original executed Notice of Security Interest in a Water Right.
3. A copy of the executed recorded Mortgage, Assignment Of Rents, Security Agreement and Fixture Filing.
4. TitleOne Corporation's check no. 17061 made payable to Idaho Dept. of Water Resources in the amount of \$1,575.00 for the water transfer fees.
5. TitleOne Corporation's check no. 17062 made payable to Idaho Dept. of Water Resources in the amount of \$1,575.00 for the security interest.

Please make the necessary changes in the records to indicate the now ownership.
Please return receipted copies to this office.

Should you have any questions, or if TitleOne may be of further assistance, please
do not hesitate to contact Annette Roth at 208-878-3524.

Very truly yours,
TITLEONE CORPORATION



Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx