

RECEIVED

MAR 15 2018

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

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
27-2152	27-7446		
27-10081	27-7447		
27-10082			
27-10083			
27-10084			

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

Maranon Capital, L.P.

303 West Madison Street, Suite 2600

Chicago, Illinois 60606

Phone 312-646-1200Email LKA@MaranonCapital.comMaranonOperations@MaranonCapital.com

Idaho Supreme Potatoes, LLC

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

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Laura K. Albrecht
Managing Director

SUPPORT DATA

IN FILE # 27-2152

For Office Use Only

Received by AMDate 3.16.2018Receipt No. S036636Fee \$350-

Processed by AJ

Date

WR

Date

Attachment List

1. Warranty Deed, Instrument #694429
2. Warranty Deed, Instrument #694430
3. Warranty Deed, Instrument #694431
4. Release of Mortgage, Instrument #694432
5. ArcGIS Web Maps

Instrument # 694429

BINGHAM COUNTY, IDAHO

2018-02-15 11:51:45 AM No. of Pages: 6

Recorded for: ALLIANCE TITLE - BLACKFOOT OFF

PAMELA W. ECKHARDT Fee: \$15.00

Ex-Officio Recorder Deputy JPulley

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

(Space Above For Recorder's Use)

WARRANTY DEED

For value received IDAHO SUPREME POTATOES, INC. ("Grantor"), conveys, grants, bargains, and sells to IDAHO SUPREME POTATOES, LLC, ("Grantee"), whose address is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111 and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho:

See attached Exhibit A.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

Signature page follows.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 14th day of February, 2018.

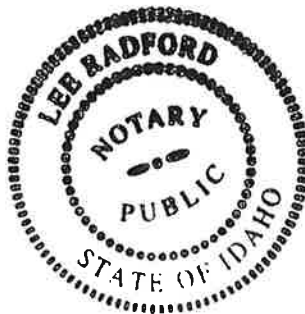
Vondel Chapman
Idaho Supreme Potatoes, Inc.

By: Vondel Chapman
Its: President

State of Idaho }
County of Bingham } ss.
}

On this 6th day of February, 2018, before me, a Notary Public in and for said state, personally appeared Vondel Chapman, known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation's name.

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



[Signature]

Notary Public for the State of Idaho
Residing at: Bonneville County, Idaho
Commission Expires: 11/06/2023

EXHIBIT A

Parcel 1:

All that portion of Lots 5, 6, 7, and the West half of the Southeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying between the Blackfoot Canal and the Reservation Canal.

Parcel 2:

A portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 18, and running thence North 775 feet along the West boundary line of said Southwest Quarter of the Northeast Quarter to a point where the West line intersects the South Bank of the Blackfoot Canal; thence 90° East 1220 feet, more or less, to the West right-of-way of the Idaho Canal; thence in a Southerly direction following along the West right-of-way line of said Idaho Canal to its intersection with the South boundary line of said Southwest Quarter of the Northeast Quarter; thence West along the South boundary line to the Point of Beginning.

Parcel 4:

A portion of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a brass cap monument on the Easterly bank of the Snake River which is North 89°23'05" West 1478.03 feet from the Northeast corner of said Section 18, and running thence South 05°21'20" West 901.12 feet along said Easterly bank of the Snake River; thence South 44°28'38" East 78.03 feet; thence South 54°35'17" East to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence North 89°23'05" West along the Section line to the Point of Beginning.

Excepting a right-of-way along an existing road which is adjacent to and West of the Blackfoot Canal, extending from the county road along the North section line Southerly along the Westerly side of said Blackfoot Canal to a point on the Southwesterly line of the above described property.

Parcel 5:

Beginning at the Southeast corner of Lot 3 of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, thence North 1740 feet; thence North 23° West 767 feet; thence North 2° West 335 feet to the North line of Lot 2 of said Section 19; thence West along said North line of said Lot 2 to the East right-of-way of the Blackfoot Canal; thence in a Southwesterly direction following along the East right-of-way line of said Blackfoot Canal to its intersection with the South line of said Lot 2; thence South 4° West on the East side of said Blackfoot Canal 329 feet; thence South 6° East 785 feet; Thence South 22° East 453 feet along the East side of the said Blackfoot Canal; thence East 657 feet to the Point of Beginning.

Excepting therefrom any portion of the following described property if the same is included on the above:

Beginning at a point in said Section 19 where the Yellowstone Highway crosses the Blackfoot Canal; thence Northeasterly along said highway right-of-way a distance of 423 feet; thence West 436 feet; thence Southeasterly along the right-of-way of said Blackfoot Canal a distance of 567 feet, more or less, to the Point of Beginning.

Also excepting therefrom Highway 91 and the Railroad and any portion South of the railroad.

Parcel 6:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 7: Lots 7, 8, 9, 12 and that portion of the West half of the Northeast Quarter lying West of the Blackfoot Canal.

Parcel 7:

A portion of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Lots 5 and 6, and beginning at the Southeast corner of said Lot 5 and running thence East to the West bank of the Blackfoot Canal; thence in a Northwesterly direction along said West bank to the Northeast corner of said Lot 5; thence South 80 rods to the Place of Beginning.

Also:

All that part of the Northeast Quarter of the Southeast Quarter lying and being West of the right-of-way of the Reservation Canal, and all that part of the Southeast Quarter of the Northeast Quarter lying and being West of the Blackfoot Canal right-of-way.

Excepting therefrom: That portion of Lot 5 lying West of the Snake River.

Also excepting therefrom: A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said canal to the Point of Beginning.

Parcel 8:

A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.

Parcel 9:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: Lots 9 and 13 and that portion of Lot 10 lying West of the Blackfoot Canal.

Parcel 10:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: That portion of Lot 10 lying West of the centerline of Reservation Canal and East of the Blackfoot Canal and that portion of the Southeast Quarter of the Southeast Quarter, lying West of the centerline of Reservation Canal.

Parcel 11:

Tract A:

A portion of the Northwest Quarter Southeast Quarter of Section 19, Township 1 South, Range 37, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 60 feet South of the Northwest corner of the Southeast Quarter of said Section 19; thence East 7 rods; thence South to Idaho or Reservation Canal right-of-way; thence Southwesterly along said canal right-of-way to the West line of said Southeast Quarter of said Section 19; thence North to the Place of Beginning.

Tract B:

A portion of Lots 4 and 17 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the South line of Lot 4 of said Section 19, where the West line of the right-of-way of the Reservation Canal intersects the South line of said Lot 4, thence following the West line of said canal right-of-way in a Northerly direction to the East line of said Lot 4; thence North along said East line of Lot 4 to a point 60 feet South of the Northeast corner of said Lot 4; thence West to the Easterly line of the right-of-way to Oregon Short Line Railroad; thence Southwesterly along said right-of-way to the Easterly line of the right-of-way of the Blackfoot Irrigation Canal; thence Southeasterly (of record Southwesterly) along said East line of Blackfoot Irrigation Canal right-of-way to South line of said Lot 4; thence East to the Point of Beginning.

Tract C:

Commencing at the Southwest corner of the Northeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, in Bingham County, Idaho, and running thence North 96 rods to the Idaho or Government Canal; thence running Southeasterly 107 rods along said canal, to the South line of the Quarter Section; thence West 25 rods, more or less, to the Place of Beginning.

Excepting therefrom: Any portion lying within Highway 91 or the railroad right-of-way.

Tract D:

That portion of Lot 3, Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying Southeast of the Railroad.

Tract E:

Commencing at the Southeast corner of Section 19 in Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho; thence West 3853.5 feet along the South line of said Section 19, to the Point of Beginning, which is a stake on the West bank of the Blackfoot Irrigation Canal; thence West along the South line of said Section 19, 506.5 feet to the East line of the Oregon Short Line Railroad right-of-way; thence North 29°13' East, along said railroad right-of-way 2530.5 feet to the intersection of said railroad right-of-way with the Blackfoot Irrigation Canal; thence South 18°15' East 763 feet; thence South 5°35' East 314.6 feet; thence South 21°37' West 488.1 feet; thence South 42°26' West 301 feet; thence South 56°32' West 511.8 feet; thence South 41°42' West 281.7 feet to the Point of Beginning.

Tract F:

A portion of the Northwest Quarter of the Southeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at point 7 rods East of the Northwest corner of the Southeast Quarter of said Section 19, thence running East to the West line of the right-of-way of the Reservation Canal, also known as the Government Canal; thence Southwesterly along the West line of said canal to a point due South of the Place of Beginning; thence North to the Place of Beginning.

Parcel 14:

Part of the Southwest Quarter of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 89°54'00" along the section 750.20 feet from the South Quarter corner of said Section 19 and running thence North 89°54'00" West 380.88 feet to the East bank of a canal thence North 45°37'15" East along the Easterly bank of a canal 216.63 feet; thence North 57°34'54" East 423.49 feet; thence leaving said canal bank South 89°54'04" East 127.85 feet; thence South 34°22'45" West 459.20 feet to the Point of Beginning.

Instrument # 694430

BINGHAM COUNTY, IDAHO

2018-02-15 11:51:45 AM

No. of Pages: 4

Recorded for: ALLIANCE TITLE - BLACKFOOT OFF

PAMELA W. ECKHARDT

Fee: \$15.00

Ex-Officio Recorder Deputy JPulley

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

(Space Above For Recorder's Use)

WARRANTY DEED

For value received **B/J LIVESTOCK, INC.** ("Grantor"), conveys, grants, bargains, and sells to **IDAHO PACIFIC HOLDINGS, INC.**, ("Grantee"), whose address is 1209 Orange Street, Wilmington, Delaware 19801 and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho:

See attached Exhibit A.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

Signature page follows.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 14th day of February, 2018.

Vondel Chapman

B/J Livestock, Inc.

By: Vondel Chapman

Its: President

State of Idaho }
County of Bingham } ss.

On this 6th day of February, 2018, before me, a Notary Public in and for said state, personally appeared Vondel Chapman, known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation's name.

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

Lee Radford

Notary Public for the State of Idaho

Residing at: Bannock County, Idaho

Commission Expires: 11/06/2023

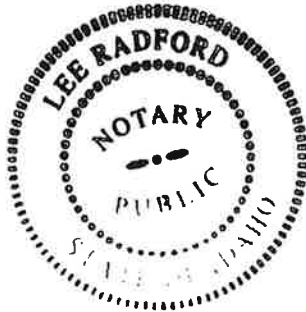


EXHIBIT A

Parcel 3:

Part of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point which is North 89°23'05" West 506.07 feet along the Section line from the Northeast corner of said Section 18 and running thence South 56.36 feet; thence South 43°48'59" West 330.82 feet; thence South 20°53'43" West 308.22 feet; thence South 41°03'39" West 277.79 feet; thence South 19°29'57" West 104.07 feet; thence South 03°50'58" East 120.36 feet; thence North 89°45'45" West 133.373 feet to a point on the Easterly bank of the Government or Reservation Canal; thence North 81°07'42" West 76.62 feet to a point on the Westerly side of a service road on the West bank of the Government Canal; thence along the centerline of the Government Canal which is approximately 40 feet Easterly on the following described courses; South 14°41'43" West 120.27 feet; thence South 25°21'07" West 239.36 feet; thence South 20°40'01" West 229.79 feet; thence South 12°52'44" East 344.73 feet; thence Westerly approximately 40 feet to a point on the Westerly side of a service road on the canal bank, thence along a fence line North 89°07'19" West 1211.49 feet to a fence corner on the Southerly side of the Blackfoot Canal; thence North to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence South 89°23'05" East 442.04 feet along the section line to the Point of Beginning.

Parcel 12:

A portion of the lower described property, all located in Section 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, specifically described as follows:

Starting at the thread of the Government Canal, also known as the Reservation Canal, at a point 1002.00 feet South of the North boundary of Section 18; thence East 136 feet, more or less, to the East bank of an irrigation ditch used by Idaho Supreme to irrigate lower property; thence following said ditch Southerly to the South borderline of the below described property; thence West 200 feet more or less to the thread of the Government Canal; thence Northerly following thread of said Government Canal to the Point of Beginning.

The above being a portion of the following:

That portion of Sections 17 and 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point on the centerline of the Yellowstone Highway that is 1002.00 feet South and 806.45 feet East of the Northeast corner of Section 18, Township 1 South, Range 37 East, Boise Meridian, thence in a Southwesterly direction along the centerline of the Yellowstone Highway to a point that is 693.00 feet North and 265.80 feet East of the East Quarter corner of Section 18, thence West to the thread of the Government Canal, also known as the Reservation Canal, thence in a Northerly direction along the thread of the Government Canal to a point that is 1002.00 feet South of the North boundary of Section 18; thence East to the Point of Beginning.

Parcel 13:

A portion of Lots 3 and 16 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point where the West line of Yellowstone Highway intersects the East line of the Blackfoot Canal right-of-way; thence Northeasterly along said highway right-of-way 423 feet; thence West 436 feet to the East line of said Blackfoot Canal right-of-way; thence in a Southeasterly direction along the East line of said Blackfoot Canal right-of-way 567 feet, more or less, to the Point of Beginning.

(Space Above For Recorder's Use)

WARRANTY DEED

For value received **IDAHO PACIFIC HOLDINGS, INC.**, a Delaware corporation ("Grantor"), conveys, grants, bargains, and sells to **IDAHO SUPREME POTATOES, LLC**, a Delaware limited liability company ("Grantee"), whose address is P.O. Box 478, Ririe, ID 83443 and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho:

See attached Exhibit A.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

Signature page follows.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 1st day of January, 2018.

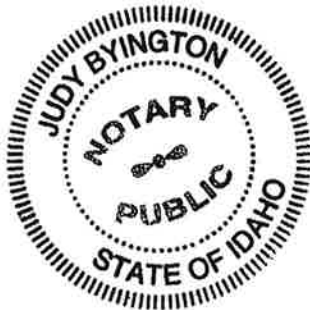
IDAHO PACIFIC HOLDINGS, INC.,
a Delaware corporation

Wallace E. Browning III
By: Wallace E. Browning III
Its: Chief Executive Officer and President

State of Idaho }
County of Jefferson } ss.

On this 21 day of Dec, 2018, before me, a Notary Public in and for said state, personally appeared Wallace E. Browning III known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, He executed the foregoing in said Corporation name.

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



Judy Byington
Notary Public for the State of
Residing at: Pierette
Commission Expires:

MY COMMISSION EXPIRES
October 4, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT A

Parcel 3:

Part of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point which is North 89°23'05" West 506.07 feet along the Section line from the Northeast corner of said Section 18 and running thence South 56.36 feet; thence South 43°48'59" West 330.82 feet; thence South 20°53'43" West 308.22 feet; thence South 41°03'39" West 277.79 feet; thence South 19°29'57" West 104.07 feet; thence South 03°50'58" East 120.36 feet; thence North 89°45'45" West 133.373 feet to a point on the Easterly bank of the Government or Reservation Canal; thence North 81°07'42" West 76.62 feet to a point on the Westerly side of a service road on the West bank of the Government Canal; thence along the centerline of the Government Canal which is approximately 40 feet Easterly on the following described courses; South 14°41'43" West 120.27 feet; thence South 25°21'07" West 239.36 feet; thence South 20°40'01" West 229.79 feet; thence South 12°52'44" East 344.73 feet; thence Westerly approximately 40 feet to a point on the Westerly side of a service road on the canal bank, thence along a fence line North 89°07'19" West 1211.49 feet to a fence corner on the Southerly side of the Blackfoot Canal; thence North to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence South 89°23'05" East 442.04 feet along the section line to the Point of Beginning.

Parcel 12:

A portion of the lower described property, all located in Section 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, specifically described as follows:

Starting at the thread of the Government Canal, also known as the Reservation Canal, at a point 1002.00 feet South of the North boundary of Section 18; thence East 136 feet, more or less, to the East bank of an irrigation ditch used by Idaho Supreme to irrigate lower property; thence following said ditch Southerly to the South borderline of the below described property; thence West 200 feet more or less to the thread of the Government Canal; thence Northerly following thread of said Government Canal to the Point of Beginning.

The above being a portion of the following:

That portion of Sections 17 and 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point on the centerline of the Yellowstone Highway that is 1002.00 feet South and 806.45 feet East of the Northeast corner of Section 18, Township 1 South, Range 37 East, Boise Meridian, thence in a Southwesterly direction along the centerline of the Yellowstone Highway to a point that is 693.00 feet North and 265.80 feet East of the East Quarter corner of Section 18, thence West to the thread of the Government Canal, also known as the Reservation Canal, thence in a Northerly direction along the thread of the Government Canal to a point t at is 1002.00 feet South of the North boundary of Section 18; thence East to the Point of Beginning.

Parcel 13:

A portion of Lots 3 and 16 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point where the West line of Yellowstone Highway intersects the East line of the Blackfoot Canal right-of-way; thence Northeasterly along said highway right-of-way 423 feet; thence West 436 feet to the East line of said Blackfoot Canal right-of-way; thence in a Southeasterly direction along the East line of said Blackfoot Canal right-of-way 567 feet, more or less, to the Point of Beginning.

Recording Requested & Prepared By:
Rabo AgriFinance LLC
PO BOX 411995
St. Louis , MO 63141-1995

Return To:
Rabo AgriFinance LLC
PO BOX 411995
St. Louis , MO 63141-1995
Phone #: 314-317-8000

Instrument # 694432

BINGHAM COUNTY, IDAHO
2018-02-15 11:51:55 AM No. of Pages: 9
Recorded for: ALLIANCE TITLE - BLACKFOOT OFF
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: RELEASE/SATISFACTION OF M
Electronically Recorded by Simplifile

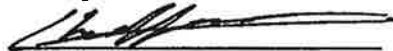
RELEASE OF MORTGAGE



Rabo Agrifinance LLC, holder of that certain Mortgage made and executed by **Idaho Supreme Potatoes, Inc.**, an Idaho Corporation as to **Parcels 1, 2, 4, 5, 7, 8, 9, & 10** and **B/J Livestock, Inc.**, an Idaho Corporation as to **Parcels 3, 11, 12, 13, 14, 15, 16, & 17** as Mortgagor and **Rabo Agrifinance Inc.** as Mortgagee on **03/04/2009**, certifies that the Mortgage has been fully paid, satisfied or otherwise discharged. This Mortgage was recorded on **05/29/2009**, in **Bingham County, Idaho** and is indexed as **Instrument No: 607270**. The Mortgage having been complied with, the undersigned releases the Mortgage and all of its right, title and interest in the Property located at **614 East 800 North, Firth, ID, 83236** and legally described as:

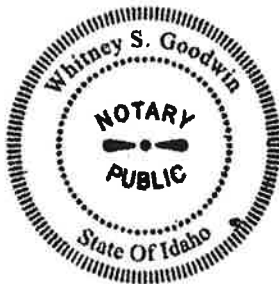
Description/Additional Information: See attached.

Lender:
Rabo Agrifinance LLC


By: **Charles Hopkins**
Its: **Vice President**

STATE OF IDAHO, BONNEVILLE COUNTY

On **February 06, 2018** before me, the undersigned, a notary public in and for said state, personally appeared **Charles Hopkins, Vice President of Rabo Agrifinance LLC** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public **Whitney Goodwin**

Commission Expires: **08/27/2020**

EXHIBIT "A"

Legal Description

Parcel 1:

All that portion of Lots 5, 6, 7, and the West Half of the Southeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying between the Blackfoot Canal and the Reservation Canal.

Parcel 2:

A portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:
Commencing at the Southwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 18, and running thence North 775 feet along the West boundary line of said Southwest Quarter of the Northeast Quarter to a point where the West line intersects the South Bank of the Blackfoot Canal; thence 90° East 1220 feet, more or less, to the West right-of-way of the Idaho Canal; thence in a Southerly direction following along the West right-of-way line of said Idaho Canal to its intersection with the South boundary line of said Southwest Quarter of the Northeast Quarter; thence West along the South boundary line to the Point of Beginning.

Parcel 3:

Part of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point which is North 89°23'05" West 506.07 feet along the Section line from the Northeast Corner of said Section 18 and running thence South 56.36 feet; thence South 43°48'59" West 330.82 feet; thence South 20°53'43" West 308.22 feet; thence South 41°03'39" West 277.79 feet; thence South 19°29'57" West 104.07 feet; thence South 03°50'58" East 120.36 feet; thence North 89°45'45" West 133.373 feet to a point on the Easterly Bank of the Government or Reservation Canal; thence North 81°07'42" West 76.62 feet to a point on the Westerly side of a Service Road on the West Bank of the Government Canal; thence along the centerline of the Government Canal which is approximately 40 feet Easterly on the following described courses; South 14°41'43" West 120.27 feet; thence South 25°21'07" West 239.36 feet; thence South 20°40'01" West 229.79 feet; thence South 12°52'44" East 344.73 feet; thence Westerly approximately 40 feet to a point on the Westerly side of a Service Road on the Canal Bank, thence along a fence line North 89°07'19" West 1211.49 feet to a fence corner on the Southerly side of the Blackfoot Canal; thence North to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence South 89°23'05" East 442.04 feet along the Section line to the Point of Beginning.

Parcel 4:

A portion of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Brass Cap Monument on the Easterly Bank of the Snake River which is North 89°23'05" West 1478.03 feet from the Northeast corner of said Section 18, and running thence South 05°21'20" West 901.12 feet along said Easterly Bank of the Snake River; thence South 44°28'38" East 78.03 feet; thence South 54°35'17" East to the centerline of the Blackfoot Canal, thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence North 89°23'05" West along the Section line to the Point of Beginning.

EXCEPTING: A right-of-way along an existing road which is adjacent to and West of the Blackfoot Canal, extending from the County Road along the North Section Line Southerly along the Westerly side of said Blackfoot Canal to a point on the Southwesterly line of the above described property.

Parcel 5:

Beginning at the Southeast corner of Lot 3 of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, thence North 1740 feet; thence North 23° West 767 feet; thence North 2° West 335 feet to the North line of Lot 2 of said Section 19; thence West along said North line of said Lot 2 to the East right-of-way of the Blackfoot Canal; thence in a Southwesterly direction following along the East right-of-way line of said Blackfoot Canal to its intersection with the South line of said Lot 2; thence South 4° West on the East side of said Blackfoot Canal 329 feet; thence South 6° East 785 feet; thence South 22° East 453 feet along the East side of the said Blackfoot Canal; thence East 657 feet to the Point of Beginning.

EXCEPTING THEREFROM: Any portion of the following described property if the same is included on the above: Beginning at a point in said Section 19 where the Yellowstone Highway crosses the Blackfoot Canal, thence Northeasterly along said highway right-of-way a distance of 423 feet; thence West 436 feet; thence Southeasterly along the right-of-way of said Blackfoot Canal a distance of 567 feet, more or less, to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Highway 91 and the Railroad and any portion South of the Railroad.

Parcel 6:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho

Section 7: Lots 7, 8, 9, 12 and that portion of the West Half of the Northeast Quarter lying West of the Blackfoot Canal.

Parcel 7:

A portion of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Lots 5 and 6, and Beginning at the Southeast corner of said Lot 5 and running thence East to the West Bank of the Blackfoot Canal; thence in a Northwesterly direction along said West bank to the Northeast corner of said Lot 5; thence South 80 rods to the Place of Beginning;



ALSO : All that part of the Northeast Quarter of the Southeast Quarter lying and being West of the right-of-way of the Reservation Canal, and all that part of the Southeast Quarter of the Northeast Quarter lying and being West of the Blackfoot Canal right-of-way.

EXCEPTING THEREFROM: That portion of Lot 5 lying West of the Snake River.

ALSO EXCEPTING THEREFROM: A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a County Road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line, thence North 00°26'00" East 264.57 feet, thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal, thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.



Parcel 8:

A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a County Road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line, thence North 00°26'00" East 264.57 feet, thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal, thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.



Parcel 9:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho

Section 6: Lots 9 and 13 and that portion of Lot 10 lying West of the Blackfoot Canal.

Parcel 10:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho

Section 6: That portion of Lot 10 lying West of the centerline of Reservation Canal and East of the Blackfoot Canal and that portion of the Southeast Quarter of the Southeast Quarter, lying West of the centerline of Reservation Canal.

Parcel 11:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho

Section 28: South Half of the Southwest Quarter and Section 33: North Half of the Northwest Quarter, North and West of the County Road.

EXCEPTING THEREFROM: Beginning at the Northwest corner of said Section 33, thence East 2,640 feet to the Point of Beginning; thence North 295 feet; thence West 975 feet; thence South 489 feet; thence Northeasterly along the North line of the County Road to the Point of Beginning.

ALSO EXCEPTING THEREFROM: The right-of-way for the Great Western Canal.

ALSO EXCEPTING THEREFROM: Part of the Southeast Quarter Southwest Quarter Section 28 Township 1 South Range 36 East, Boise Meridian, Bingham County, Idaho, described as: Commencing at the Southwest corner of Section 28; thence South 89°33'20" East 1922.00 feet along the South line of Section 28 to the Point of Beginning; thence North 00°26'40" East 327.00 feet; thence South 89°33'20" East 225.00 feet; thence South 00°26'40" West 327.00 feet to a point on the South line of the Southwest Quarter of Section 28; thence North 89°33'20" West 225.00 feet along the Section line to the Point of Beginning.

ALSO EXCEPTING THEREFROM: A portion of Southeast Quarter Southwest Quarter of Section 28, Township 1 South, Range 36, East, Boise Meridian, Bingham County, Idaho. Beginning at the Southwest Quarter corner of said Section 28, thence East 1959 feet to the Point of Beginning; thence North 327 feet; thence East 225 feet; thence South 327 feet; thence West 225 feet to the Point of Beginning.

Parcel 12:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho

Section 29: NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$

EXCEPT: A strip of land 400.0 feet wide, being 200.0 feet on each side of the following described center line of Interstate Project No. I-15-2(7)96 Highway Survey as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho and lying over and across the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 1 South, Range 36 East, Boise Meridian; further described as: Beginning at a point in the South line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 1 South, Range 36 East, Boise Meridian, at approximate Station 1662+70.0 of said Highway Survey, which Station is a point on tangent approximately 250.0 feet East from the SW Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29; thence North 35°17'51" East 1580.0 feet to a point in the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ at approximate Station 1678+50.0 of said Highway Survey, which Station is a point on tangent approximately 149.0 feet West from the NE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Interstate 15, Project No. I-15-2(7)96 Highway Survey as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho, and being a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 1 South, Range 36 East, Boise Meridian, described as follows, to-wit: Beginning at the NW corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 1 South, Range 36 East, Boise Meridian, thence South 0°10'05" East along the West line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 1286.85 feet to the SW corner of thereof; thence North 89°49'55" East along the South line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 1300.00 feet to the NW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 29; thence South 0°10'05" East along the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 435.98 feet to a point in the line parallel with and 1100.0 feet Southeasterly from the centerline and opposite Station 1665+18 34 of said Interstate 15, Project No. I-15-2(7)96 Highway Survey; thence North 35°17'51" East along said parallel line 2115.29 feet to a point in the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19; thence South 89°49'55" West along said North line and the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 2527.32 feet to the Place of Beginning.

Parcel 13:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho

Section 36: Southeast Quarter of the Northeast Quarter, North Half of the Southeast Quarter

EXCEPTING THEREFROM: The Canal right-of-way

ALSO EXCEPTING THEREFROM: That portion of the Southeast Quarter of the Northeast Quarter, lying Easterly of Reservation Canal.

ALSO EXCEPTING THEREFROM: Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho, Section 36: Commencing at the Northwest Corner of the Southeast Quarter of Section 36; running thence South 524 feet; thence East 248 feet; thence North 524 feet; thence West 248 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of the North Half of the Southeast Quarter of Section 36, Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°11'00" West 786.53 feet along the longitudinal centerline through said Section 36 from the Center Quarter corner and running thence South 89°42'07" East 360.00 feet; thence South 0°11'00" West 232.50 feet; thence North 89°42'07" West 360.00 feet to the longitudinal centerline through said Section 36; thence North 0°11'00" East 232.50 feet along said centerline to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of the North Half of the Southeast Quarter of Section 36, Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°11'00" West 574.00 feet along the longitudinal centerline through said Section 36 from the Center Quarter corner and running thence South 89°49'00" East 250.00 feet; thence South 0°11'00" West 213.04 feet; thence North 89°42'07" West 250.00 feet to said longitudinal centerline; thence North 0°11'00" East 212.53 feet along said centerline to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho, Section 36; commencing at a point 1080 feet South from the Northwest corner of the Southeast Quarter of Section 36; running thence South 240 feet; thence East 960 feet; thence North 240 feet; thence West 960 feet to the Point of Beginning.

Parcel 14:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho

A parcel lying in the Northwest Quarter of the Southeast Quarter of Section 32 more particularly described as that portion of the following tract lying North and West of Berggren Lane, a County Road: Beginning at the Northeast corner of the Southeast Quarter of said Section, and running thence West 121 rods; thence running South 44.5 rods; thence running East 121 rods; thence running North 44.5 rods to the Place of Beginning.

EXCEPTING THEREFROM: Portions of Section 32, Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho more particularly described as: Beginning at the center of Section 32 running thence East 527 feet, thence South 734 feet, thence East 53 feet to Berggren Lane; thence Northeasterly along Berggren Lane 404 feet, thence Northwesterly approximately 458 feet to a point which is 717 feet East of the Center of Section 32, thence North 660 feet, thence West 717 feet, thence South 660 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of the East Half Section 32 Township 1 South Range 36 East, Boise Meridian, Bingham County, Idaho, described as:

Commencing at the Southwest corner of Section 32; thence South 89°34'47" East 2624.52 feet along the Section line to the South Quarter corner of Section 32; thence North 00°40'05" East 2651.97 feet to the Northwest corner of the Southeast Quarter; thence South 89°42'14" East 717.00 feet along the North line of the Southeast Quarter to the Point of Beginning. Said Point of Beginning being on the East line of deed Instrument 434108; thence North 00°40'05" East 660.00 feet parallel with the West line of the Northeast Quarter along said East line; thence South 01°08'54" East 654.95 feet to a point in an existing fence line; thence South 24°02'14" East 443.95 feet along said fence line to a point on the Northerly right-of-way line of Berggren Lane; thence South 40°38'19" West 9.53 feet along said right-of-way line to the Southeast corner of Deed Instrument 434108; thence North 25°37'17" West 451.99 feet (of record Northwesterly 458 feet) along said deed to the Point of Beginning.

Parcel 15:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho
Section 32: Southwest Quarter of the Northeast Quarter lying North and West of Berggren Lane, a County Road

EXCEPTING THEREFROM: Portions of Section 32, Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho more particularly described as: Beginning at the center of Section 32 running thence East 527 feet, thence South 734 feet, thence East 53 feet to Berggren Lane; thence Northeasterly along Berggren Lane 404 feet, thence Northwesterly approximately 458 feet to a point which is 717 feet East of the Center of Section 32, thence North 660 feet, thence West 717 feet, thence South 660 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of the East Half Section 32 Township 1 South Range 36 East, Boise Meridian, Bingham County, Idaho, described as:

Commencing at the Southwest corner of Section 32; thence South 89°34'47" East 2624.52 feet along the Section line to the South Quarter corner of Section 32; thence North 00°40'05" East 2651.97 feet to the Northwest corner of the Southeast Quarter; thence South 89°42'14" East 717.00 feet along the North line of the Southeast Quarter to the Point of Beginning. Said Point of Beginning being on the East line of deed Instrument 434108; thence North 00°40'05" East 660.00 feet parallel with the West line of the Northeast Quarter along said East line; thence South 01°08'54" East 654.95 feet to a point in an existing fence line; thence South 24°02'14" East 443.95 feet along said fence line to a point on the Northerly right-of-way line of Berggren Lane; thence South 40°38'19" West 9.53 feet along said right-of-way line to the Southeast corner of Deed Instrument 434108; thence North 25°37'17" West 451.99 feet (of record Northwesterly 458 feet) along said deed to the Point of Beginning.

Parcel 16:

Township 1 South, Range 36 East, Boise Meridian, Bingham County, Idaho
Section 32: all that portion of the East Half of the Northeast Quarter lying North of the Great Western Canal.

EXCEPTING THEREFROM: Commencing at the Northeast corner of Section 32, thence South along the Section line 528 feet, thence West 235 feet, thence North 528 feet, thence East 235 feet to the Point of Beginning.



Parcel 17

Township 1 South, Range 36 east, Bingham County, Idaho

Section 32: Commencing at the Northeast corner of Section 32, thence South along the Section line 528 feet, thence West 235 feet, thence North 528 feet, thence East 235 feet to the Point of Beginning.

A handwritten signature in dark ink, consisting of several overlapping, stylized strokes, positioned to the right of the word 'Initials'.

Exhibit "B"

Personal Property

Water Rights:

1. All water rights represented by Permit Nos. 35-4153 and 35-10559 issued by Idaho Department of Water Resources.

A handwritten signature consisting of several overlapping, slanted strokes, likely representing the initials of the signatory.



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 ALL WR DIVERSIONS**ALL WR PLACES OF USE** All Other POU (non-provider)

Irrigation Providers and Municipal Service Areas

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Irrigation Providers and Municipal Service Areas

Irrigation Providers and Municipal Service Areas

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Irrigation Providers and Municipal Service Areas

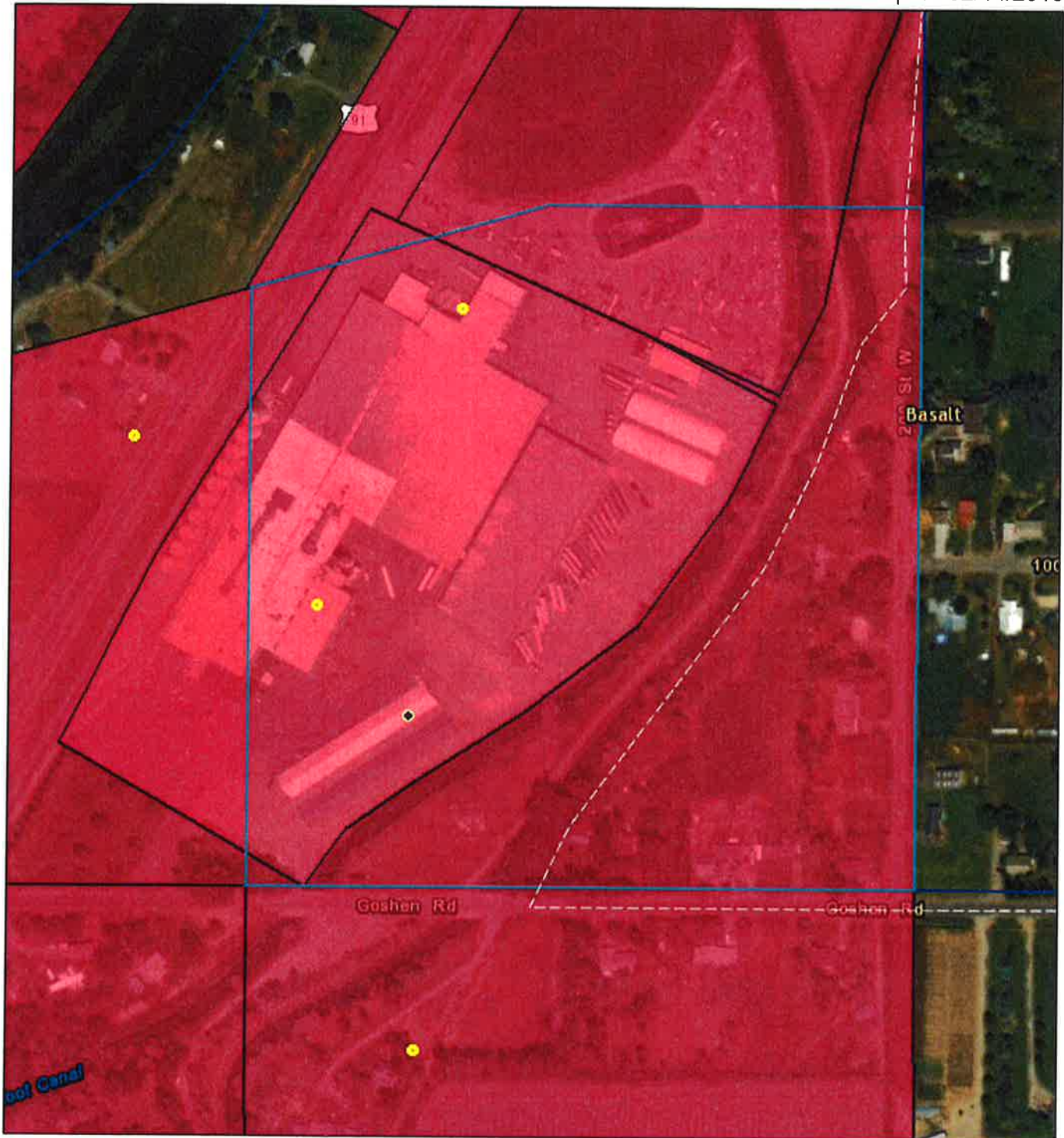
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Web AppBuilder for ArcGIS

Esri, HERE | USDA FSA, DigitalGlobe, GeoEye, Microsoft, CNES/Airbus DS | USGS TNM - National Hydrography Dataset. Data refreshed January, 2018. | Idaho Department of Water Resources | Esri, HERE, Garmin |



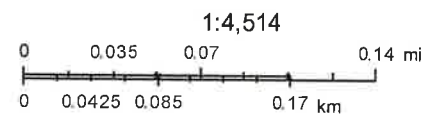
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Irrigation Providers and Municipal Service Areas



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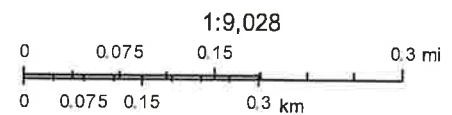
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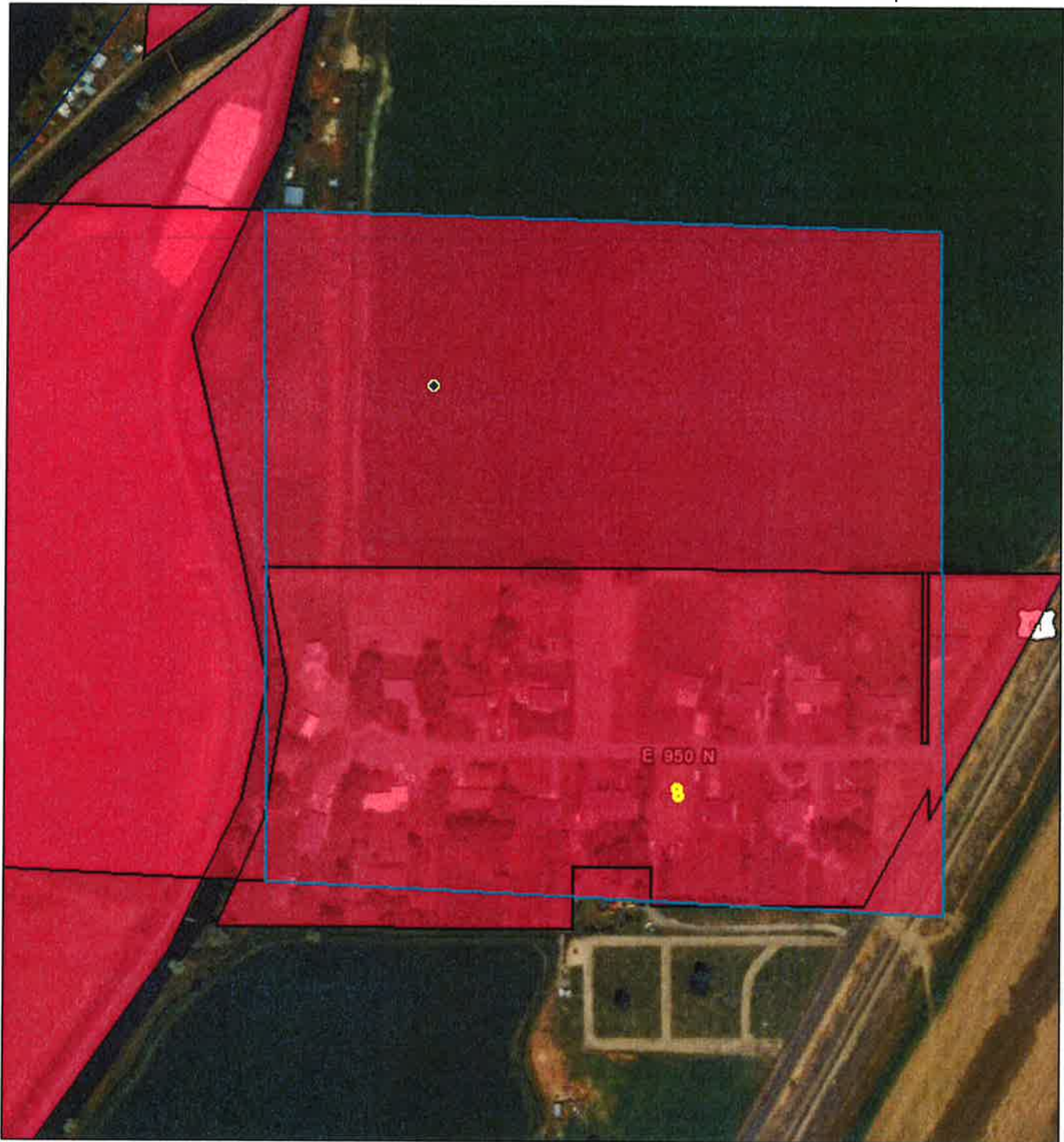
Irrigation Providers and Municipal Service Areas



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Web AppBuilder for ArcGIS

ERE, IPC | USDA FSA, DigitalGlobe, GeoEye, Microsoft, CNES/Airbus DS | USGS TNM – National Hydrography Dataset. Data refreshed January, 2018. | Idaho Department of Water Resources | Esri, HERE, Garmin, IPC |



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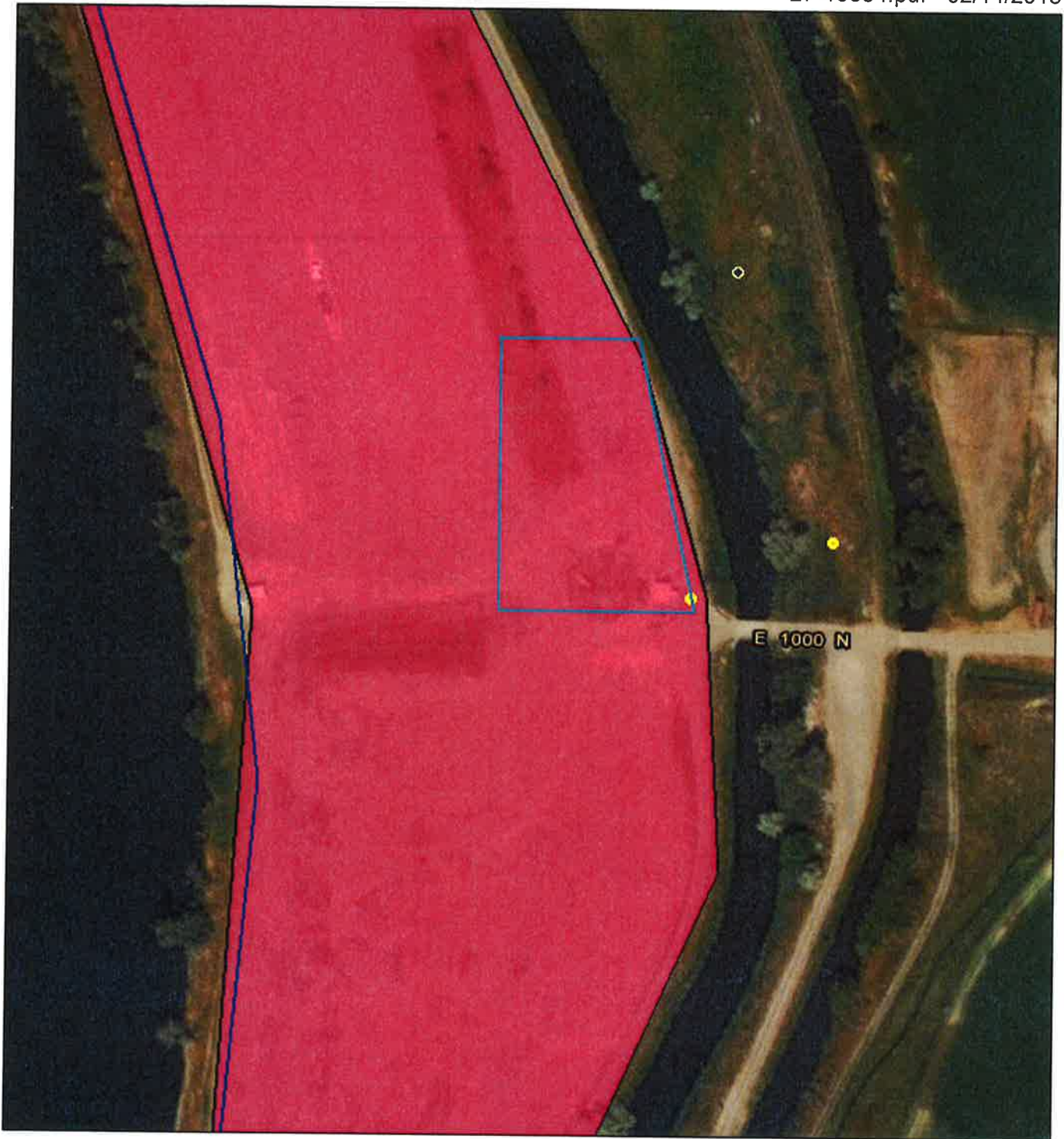
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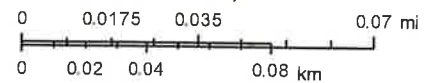
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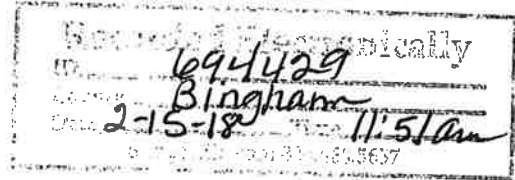
Irrigation Providers and Municipal Service Areas

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Re-recorded to correct typographical error where "West" was missing on Parcel 14

Instrument # 694835

BINGHAM COUNTY, IDAHO
2018-03-05 11:53:07 AM No. of Pages: 6
Recorded for: ALLIANCE TITLE - BLACKFOOT OFF
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile



(Space Above For Recorder's Use)

WARRANTY DEED

For value received IDAHO SUPREME POTATOES, INC. ("Grantor"), conveys, grants, bargains, and sells to IDAHO SUPREME POTATOES, LLC, ("Grantee"), whose address is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111 and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho:

See attached Exhibit A.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

Signature page follows.


Idaho Supreme Potatoes, Inc.
By: Vondel Chapman
Its: President

Notary Public for the State of Idaho
Residing at: Bonneville County, Idaho
Commission Expires: 11/06/2023

EXHIBIT A

Parcel 1:

All that portion of Lots 5, 6, 7, and the West half of the Southeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying between the Blackfoot Canal and the Reservation Canal.

Parcel 2:

A portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 18, and running thence North 775 feet along the West boundary line of said Southwest Quarter of the Northeast Quarter to a point where the West line intersects the South Bank of the Blackfoot Canal; thence 90° East 1220 feet, more or less, to the West right-of-way of the Idaho Canal; thence in a Southerly direction following along the West right-of-way line of said Idaho Canal to its intersection with the South boundary line of said Southwest Quarter of the Northeast Quarter; thence West along the South boundary line to the Point of Beginning.

Parcel 4:

A portion of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a brass cap monument on the Easterly bank of the Snake River which is North 89°23'05" West 1478.03 feet from the Northeast corner of said Section 18, and running thence South 05°21'20" West 901.12 feet along said Easterly bank of the Snake River; thence South 44°28'38" East 78.03 feet; thence South 54°35'17" East to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence North 89°23'05" West along the Section line to the Point of Beginning.

Excepting a right-of-way along an existing road which is adjacent to and West of the Blackfoot Canal, extending from the county road along the North section line Southerly along the Westerly side of said Blackfoot Canal to a point on the Southwesterly line of the above described property.

Parcel 5:

Beginning at the Southeast corner of Lot 3 of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, thence North 1740 feet; thence North 23° West 767 feet; thence North 2° West 335 feet to the North line of Lot 2 of said Section 19; thence West along said North line of said Lot 2 to the East right-of-way of the Blackfoot Canal; thence in a Southwesterly direction following along the East right-of-way line of said Blackfoot Canal to its intersection with the South line of said Lot 2; thence South 4° West on the East side of said Blackfoot Canal 329 feet; thence South 6° East 785 feet; Thence South 22° East 453 feet along the East side of the said Blackfoot Canal; thence East 657 feet to the Point of Beginning.

Excepting therefrom any portion of the following described property if the same is included on the above:

Beginning at a point in said Section 19 where the Yellowstone Highway crosses the Blackfoot Canal; thence Northeasterly along said highway right-of-way a distance of 423 feet; thence West 436 feet; thence Southeasterly along the right-of-way of said Blackfoot Canal a distance of 567 feet, more or less, to the Point of Beginning.

Also excepting therefrom Highway 91 and the Railroad and any portion South of the railroad.

Parcel 6:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 7: Lots 7, 8, 9, 12 and that portion of the West half of the Northeast Quarter lying West of the Blackfoot Canal.

Parcel 7:

A portion of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Lots 5 and 6, and beginning at the Southeast corner of said Lot 5 and running thence East to the West bank of the Blackfoot Canal; thence in a Northwesterly direction along said West bank to the Northeast corner of said Lot 5; thence South 80 rods to the Place of Beginning.

Also:

All that part of the Northeast Quarter of the Southeast Quarter lying and being West of the right-of-way of the Reservation Canal, and all that part of the Southeast Quarter of the Northeast Quarter lying and being West of the Blackfoot Canal right-of-way.

Excepting therefrom: That portion of Lot 5 lying West of the Snake River.

Also excepting therefrom: A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said canal to the Point of Beginning.

Parcel 8:

A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.

Parcel 9:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: Lots 9 and 13 and that portion of Lot 10 lying West of the Blackfoot Canal.

Parcel 10:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: That portion of Lot 10 lying West of the centerline of Reservation Canal and East of the Blackfoot Canal and that portion of the Southeast Quarter of the Southeast Quarter, lying West of the centerline of Reservation Canal.

Parcel 11:

Tract A:

A portion of the Northwest Quarter Southeast Quarter of Section 19, Township 1 South, Range 37, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 60 feet South of the Northwest corner of the Southeast Quarter of said Section 19; thence East 7 rods; thence South to Idaho or Reservation Canal right-of-way; thence Southwesterly along said canal right-of-way to the West line of said Southeast Quarter of said Section 19; thence North to the Place of Beginning.

Tract B:

A portion of Lots 4 and 17 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the South line of Lot 4 of said Section 19, where the West line of the right-of-way of the Reservation Canal intersects the South line of said Lot 4, thence following the West line of said canal right-of-way in a Northerly direction to the East line of said Lot 4; thence North along said East line of Lot 4 to a point 60 feet South of the Northeast corner of said Lot 4; thence West to the Easterly line of the right-of-way to Oregon Short Line Railroad; thence Southwesterly along said right-of-way to the Easterly line of the right-of-way of the Blackfoot Irrigation Canal; thence Southeasterly (of record Southwesterly) along said East line of Blackfoot Irrigation Canal right-of-way to South line of said Lot 4; thence East to the Point of Beginning.

Tract C:

Commencing at the Southwest corner of the Northeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, in Bingham County, Idaho, and running thence North 96 rods to the Idaho or Government Canal; thence running Southeasterly 107 rods along said canal, to the South line of the Quarter Section; thence West 25 rods, more or less, to the Place of Beginning.

Excepting therefrom: Any portion lying within Highway 91 or the railroad right-of-way.

Tract D:

That portion of Lot 3, Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying Southeast of the Railroad.

Tract E:

Commencing at the Southeast corner of Section 19 in Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho; thence West 3853.5 feet along the South line of said Section 19, to the Point of Beginning, which is a stake on the West bank of the Blackfoot Irrigation Canal; thence West along the South line of said Section 19, 506.5 feet to the East line of the Oregon Short Line Railroad right-of-way; thence North 29°13' East, along said railroad right-of-way 2530.5 feet to the intersection of said railroad right-of-way with the Blackfoot Irrigation Canal; thence South 18°15' East 763 feet; thence South 5°35' East 314.6 feet; thence South 21°37' West 488.1 feet; thence South 42°26' West 301 feet; thence South 56°32' West 511.8 feet; thence South 41°42' West 281.7 feet to the Point of Beginning.

Tract F:

A portion of the Northwest Quarter of the Southeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at point 7 rods East of the Northwest corner of the Southeast Quarter of said Section 19, thence running East to the West line of the right-of-way of the Reservation Canal, also known as the Government Canal; thence Southwesterly along the West line of said canal to a point due South of the Place of Beginning; thence North to the Place of Beginning.

Parcel 14

Part of the Southwest Quarter of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is North 89°54'00" West along the section 750.20 feet from the South Quarter corner of said Section 19 and running thence North 89°54'00" West 380.88 feet to the East bank of a canal thence North 45°37'15" East along the Easterly bank of a canal 216.63 feet; thence North 57°34'54" East 423.49 feet; thence leaving said canal bank South 89°54'04" East 127.85 feet; thence South 34°22'45" West 459.20 feet to the Point of Beginning.

AT 367661

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KATTEN MUCHIN ROSENMAN LLP
525 West Monroe Street
Chicago, Illinois 60661
Attention: Joshua B. Goldstein, Esq.

Instrument # 694836

BINGHAM COUNTY, IDAHO
2018-03-05 11:53:07 AM No. of Pages: 22
Recorded for: ALLIANCE TITLE - BLACKFOOT OFF
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE & FIXTURE FILING
Electronically Recorded by Simplifile

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

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), made as of February 14, 2018, is made by **Idaho Supreme Potatoes, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 4723 East 100 North, Rigby, Idaho 83442, to **Maranon Capital, L.P.**, a Delaware limited partnership, whose address is 303 West Madison Street, Suite 2600, Chicago, Illinois 60606, in its capacity as administrative agent ("**Grantee**") for all Lenders and other Secured Parties (each as defined in the Credit Agreement described below). Capitalized terms used but not defined herein shall have the meanings ascribed to such term in the Credit Agreement described below.

1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations (as defined in Section 1.2 below), Grantor hereby irrevocably and unconditionally grants, mortgages, warrants, pledges, conveys, transfers and assigns to Grantee, and grants a security interest to Grantee, all estate, right, title and interest which Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, together with the Fixtures (as defined in Section 3.1 below) is collectively referred to in this Mortgage as the "**Property**"):

(a) the real property located in Bingham County, Idaho, as described in Exhibit A attached hereto (the "**Land**"), together with all existing and future easements and rights affording access to the Land; and

(b) all buildings, fixtures, structures and improvements or every kind or nature now located or later to be constructed on the Land (the "**Improvements**"); all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, structures, improvements or fixtures; all building materials and goods procured for

use or in connection with the foregoing; and all additions, substitutions and replacements to any of the foregoing; and

(c) all existing and future appurtenances, privileges, rights, easements, servitudes, rights-of-way, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and any other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; and

(d) all agreements for the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into and all rents, income, revenues, issues and profits of or from the Land and/or the Improvements from time to time; and

(e) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, including proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Grantee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(f) to the extent assignable, Grantor's interest in all claims, demands, judgments, insurance proceeds, tax refunds, rights of action, awards of damages, compensation, and settlements hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or Appurtenances or any part thereof, or (iii) the ownership or operation of the Property; and

(g) all additions and accretions to, substitutions, proceeds, renewals and replacements for, and changes in, any of the property described above; and

(h) all Leases (as hereinafter defined) heretofore or hereafter entered into whether before or after the filing by or against Grantor of any petition for relief under 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), as the same may be amended from time to time, and all right, title and interest of Grantor, its successors and assigns therein and thereunder, including Rents (as hereinafter defined) whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code and all

proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations (as hereinafter defined); and

(i) all leasehold estate, right, title and interest of Grantor in and to all leases or subleases covering the Property or any portion thereof, now or hereafter existing or entered into, and all amendments and extensions of the same, and all right, title and interest of Grantor thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of a similar nature; and

(j) the right, in the name and on behalf of Grantor, to commence any action or proceeding to protect the interest of Grantee in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property.

1.2 Secured Obligations. Grantor makes the grant, mortgage, warrant, pledge, conveyance, transfer and assignment set forth in Section 1.1 above, makes the irrevocable and absolute assignment set forth in Article 2 below, and grants the security interest set forth in Article 3 below, all for the purpose of securing the following obligations in any order of priority that Grantee may choose (collectively, the "**Secured Obligations**" and individually, each a "**Secured Obligation**");

(a) payment and performance of all obligations and indebtedness of Grantor, set forth in that certain Credit Agreement, dated as of June 10, 2016, by and between the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto from time to time, Grantee, as U.S. Administrative Agent and Canada Administrative Agent, and the Lenders and other Secured Parties from time to time party thereto (as the same may be amended, restated, amended and restated, refinanced, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"); and

(b) payment and performance of all obligations of Grantor under this Mortgage; and

(c) payment and performance of all future advances and other obligations that Grantor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Grantee, when a writing evidences the parties' agreement that the advance or obligation be secured by this Mortgage; and

(d) payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the

Secured Obligations. These terms include any provisions which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2. Assignment of Lessor's Interest in Leases and Assignment of Rents.

2.1 Absolute Assignment. Grantor hereby irrevocably, absolutely, presently and unconditionally assigns to Grantee:

(a) all of Grantor's right, title and interest in, to and under any and all leases, licenses and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered into in the future (collectively, the "Leases" and individually, each a "Lease"), including (i) all guarantees of and security for lessees' performance under any and all Leases, and (ii) all amendments, extensions, renewals or modifications to any Leases; and

(b) all rents (and payments in lieu of rents), income, profit, payments and revenue at any time payable under any and all Leases, any and all security deposits received or to be received by Grantor pursuant to any and all Leases, and all rights and benefits accrued or to accrue to Grantor under any and all Leases (collectively "Rents").

2.2 Grant of License. Grantee hereby confers upon Grantor a license (the "License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.1, exists and is continuing. If an Event of Default has occurred and is continuing, Grantee has the right, which it may choose to exercise in its reasonable discretion, to terminate the License without notice to or demand upon Grantor, and without regard to the adequacy of Grantee's security under this Mortgage.

2.3 Collection and Application of Rents. Subject to the License granted to Grantor under Section 2.2 above, Grantee has the right, power and authority to collect any and all Rents. Grantee's right to the Rents does not depend on whether or not Grantee takes possession of the Property as permitted under Section 6.2(c) below. In Grantee's reasonable discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Grantee is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Mortgage, Grantee, and any receiver is nevertheless entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Grantor to Grantee of all of Grantor's right, title and interest in and to the Rents and not an assignment in the nature of a pledge of the Rents or the mere grant of a security interest therein.

2.4 Notice. All lessees under any and all 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 Grantee for the payment to Grantee of any rental or other sums

which may at any time become due under the Leases, or for the performance of any of lessees' undertakings under the Leases, and lessees have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder.

2.5 Grantee Not Responsible. Regardless of whether or not Grantee, in person or by agent, takes actual possession of the Land and Improvements, Grantee is not and will not be deemed to be:

- (a) a "mortgagee in possession" for any purpose; or
- (b) responsible for performing any of the obligations of Grantor under any lease; or
- (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

3. Grant of Security Interest.

3.1 Grant of Security Interest. Grantor grants to Grantee a security interest in, and pledges and assigns to Grantee, all of Grantor's right, title and interest now or hereafter acquired in and to all of the Rents, Leases and Property, including without limitation, all Fixtures. "Fixtures" include all articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land and Improvements, appurtenances and improvements, together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law.

3.2 Security Agreement; Fixture Filing. This Mortgage is both a real property mortgage and constitutes a security agreement covering all Fixtures and all portions of the Rents, Leases, and Property that are personal property under the Uniform Commercial Code and, as in effect from time to time or under the Uniform Commercial Code as in effect from time to time in any other state to the extent the same is applicable law (the "Uniform Commercial Code"). This Mortgage constitutes a fixture filing under the applicable Uniform Commercial Code, as amended or recodified from time to time, and covers property which includes goods which are or are to become fixtures on the Land and Improvements.

3.3 Financing Statements. Grantee may file one or more financing statements and such other documents as Grantee may from time to time require to perfect or continue the perfection of Grantee's security interest in the personal property and Fixtures. Grantor shall pay all fees and costs that Grantee may incur in filing such documents in public offices and in obtaining such record searches as Grantee may reasonably require. If any financing statement

or other document is filed in the records normally pertaining to the security interest created under this Mortgage, that filing shall never be construed as in any way derogating from or impairing this Mortgage or the rights or obligations of the parties under it.

4. Rights and Duties of the Parties.

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

4.2 Taxes and Assessments. Grantor shall pay when due and prior to delinquency and before an interest, collections fees or penalties shall accrue, all taxes, levies, charges and assessments (individually and collectively, an "**Imposition**"), imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. If any such Imposition becomes delinquent, Grantee may require Grantor to present evidence that they have been paid in full, on ten (10) days' written notice by Grantee to Grantor. Notwithstanding the foregoing provisions of this Section 4.2, 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 (i) Grantee is reasonably 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 (ii) Grantor has posted a bond or furnished such other security as may be reasonably required from time to time by Grantee, in each case, subject to and in accordance with, the terms and conditions set forth in the Credit Agreement.

4.3 Liens, Charges and Encumbrances. Subject to Grantor's right to contest liens as set forth in the Credit Agreement, Grantor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

4.4 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Grantee, and authorizes the payor to pay to Grantee, the following claims, causes of action, awards, payments and rights to payment ("**Claims Proceeds**"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and

(iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Grantee in writing if:

(i) any damage occurs or any injury or loss is sustained in the amount of fifty percent (50%) or more of the fair market value of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Grantee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Grantee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

(c) All proceeds of these assigned claims, other property and rights which Grantor may receive or be entitled to shall be paid to Grantee. In each instance, Grantee shall apply those proceeds first toward reimbursement of all of Grantee's costs and expenses of recovering the proceeds, including attorneys' fees.

If, in any instance, each and all of the following conditions are satisfied in Grantee's reasonable judgment, Grantee shall allow Grantor to use the Claims Proceeds to pay costs of repairing or reconstructing the Property in the manner described below:

(i) the plans and specifications, cost breakdown, construction contract, construction schedule, contractor and (if required by Grantee) payment and performance bond for the work of repair or reconstruction shall all be acceptable to Grantee in its reasonable discretion; and

(ii) Grantee shall receive evidence satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(iii) the Claims Proceeds (in combination with any undisbursed Loan (as defined in the Credit Agreement) proceeds allocated for interest payments and development costs) shall be sufficient in Grantee's reasonable determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest projected to be payable on the Secured Obligations until the repair or

reconstruction is complete; or Grantor shall provide its own funds in an amount equal to the difference between the Claims Proceeds (plus such undisbursed Loan proceeds) and a reasonable estimate, made by Grantor and found acceptable by Grantee, of the total cost of repair or reconstruction; and

(iv) no Event of Default has occurred and is continuing.

(d) If Grantee finds that the foregoing conditions are met, Grantee shall hold the Claims Proceeds and any funds which Grantor is required to provide in an interest-bearing account and shall disburse them to Grantor to either pay or reimburse costs of repair or reconstruction upon satisfaction of disbursement conditions based upon those set forth in Section 2.3 of the Credit Agreement. However, if Grantee finds that one or more of the conditions set forth in subsection (c) above are not satisfied, it may apply the Claims Proceeds to pay or prepay (without premium) some or all of the Secured Obligations in such order and proportions as it in its reasonable discretion may choose.

4.5 Releases, Extensions, Modifications and Additional Security. From time to time, Grantee may perform any of the following acts without incurring any liability or giving notice to any person:

(a) release any person liable for payment of any Secured Obligation;

(b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(d) alter, substitute or release any property securing the Secured Obligations.

4.6 Release. If all of the Secured Obligations are paid as they become due and payable and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, and all obligations, if any, of Grantee for further advances have been terminated, then, and in that event only, all of Grantee's rights under this Mortgage automatically terminate and Grantee shall promptly cause this Mortgage to be released of record and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Grantee in due form.

4.7 Compensation, Exculpation, Indemnification. Grantor agrees to pay or reimburse Grantee for all actual, reasonable, out-of-pocket costs, expenses and other advances which may be incurred or made by Grantee in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Grantee under Section 6.2 below,

whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Mortgage, including reasonable attorneys' fees, costs of any foreclosure sale and any cost of evidence of title. If Grantee chooses to dispose of Property through more than one foreclosure sale, Grantor shall pay all costs, expenses or other advances that may be incurred or made by Grantee in each of those foreclosure sales.

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

4.9 Required Insurance. Grantor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Property, at no expense to Grantee, policies of insurance in forms and amounts and issued by companies all as set forth in the Credit Agreement.

4.10 Certain Waivers. All sums payable by Grantor pursuant to this Mortgage shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents (as defined in the Credit Agreement)), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Land or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Grantee, or any action taken with respect to this Mortgage by any trustee or receiver of Grantee, or by any court, in any such proceeding; (v) any claim that Grantor has or might have against Grantee; (vi) any default or failure on the part of Grantee to perform or comply with any of the terms of the Credit Agreement or of any of the Loan Documents (defined below); or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

5. Accelerating Transfers; Permitted Encumbrances.

5.1 Acceleration Upon Sale or Encumbrance. Except for the Permitted Encumbrances (as such term is defined in the Credit Agreement), Grantor agrees that Grantor shall not, without the prior written consent of Grantee (which consent may be withheld in Grantee's reasonable discretion), make or permit, whether voluntarily or involuntarily by operation of law or otherwise, any Accelerating Transfer. Grantor acknowledges that the covenants contained in this Section 5.1 are a material inducement to Grantee extending the Secured Obligations. Grantor further acknowledges that any Accelerating Transfer in violation of the permitted transfer provisions in this Mortgage will result in a material impairment of Grantee's interest in the Property and is a breach of the foregoing covenant. If any Accelerating Transfer occurs, Grantee in its reasonable discretion may declare all of the Secured Obligations to be immediately due and payable and invoke any rights and remedies provided in Article 6 of this Mortgage.

5.2 Accelerating Transfers. "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, pledge, or mortgage not expressly permitted under the Credit Agreement and/or this Mortgage, or other transfer of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Grantor's own use), oil, gas, or other hydrocarbon substances or any mineral of any kind under the surface of the Property, whether voluntary, involuntary, by operation of law or otherwise.

6. Events of Default; Remedies.

6.1 Events of Default. The occurrence of any one or more of the following events, constitutes an "Event of Default" under this Mortgage:

(a) Grantor, or any affiliate of Grantor, fails to perform any obligation to pay money as required under this Mortgage, or the Credit Agreement;

(b) Grantor makes or permits the occurrence of an Accelerating Transfer in violation of Article 5 above; or

(c) An "Event of Default" occurs as such term is defined in the Credit Agreement;

6.2 Remedies. At any time after and during the existence of an Event of Default, Grantee is entitled to 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.

(a) Acceleration. Grantee may declare any or all of the Secured Obligations to be due and payable immediately, without notice to Grantor and Grantee shall

be entitled to all of the rights and remedies provided in the Loan Documents or at law or in equity.

(b) Receiver. Grantee, as a matter of right and without notice to Grantor or any one claiming under Grantor, and without regard to the then value of the Property or the interest of Grantor therein, has the right to apply to any court having jurisdiction, *ex parte* and without notice or hearing, such notice and being waived by Grantor, and without regard to the adequacy of its security or the solvency of the Grantor, to appoint a receiver or receivers of the Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Grantee has the right to the appointment of a receiver in the manner described in the immediately preceding sentence regardless of whether Grantee has commenced foreclosure of this Mortgage. Any receiver appointed pursuant to this Mortgage has all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Grantee in case of entry as provided in this Mortgage and has the right to continue in such capacity and exercise all such powers until such receivership is terminated. Grantor and Grantee intend that the preceding provisions be interpreted as a contractual agreement between them and supersede, to the extent permitted by law, any present or future law related to the appointment of receivers or the conduct of receiverships. Without limiting the generality of the preceding, in any proceeding to secure the appointment of a receiver, no factual showing beyond that described above shall be necessary to demonstrate the Grantee's entitlement to the appointment of a receiver and all factual issues in connection with such a proceeding shall be determined based on a preponderance of the evidence.

(c) Entry. Grantee or its officers or agents or a court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, may excluded Grantor and its agents and employees wholly therefrom, and may also do any and all other things in connection with those actions that Grantee may in its reasonable discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include, but not limited to: 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 Grantee 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 Grantee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Grantee at the site of the Land.

(d) Cure; Protection of Security. Grantee may cure any breach or default of Grantor it considers necessary in its reasonable discretion to protect the security of this Mortgage. Such actions may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Grantee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Grantee's reasonable judgment is or may be senior in priority to this Mortgage, such judgment of Grantee to be conclusive as among the parties to this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel,

accountants, contractors and other appropriate persons to assist Grantee. Grantee may take any of the actions permitted under this Section 6.2 either with or without giving notice to any person.

(e) Uniform Commercial Code Remedies. Grantee may exercise any or all of the remedies granted to a secured party under the Uniform Commercial Code.

(f) Judicial Action. Grantee may bring an action in any court of competent jurisdiction to judicially foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

6.3 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale shall be applied in the following manner:

(a) first, to pay 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 Grantee under this Mortgage, including, for the avoidance of doubt, the costs and expenses of any foreclosure sale;

(b) second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Grantee under the terms of this Mortgage which then remain unpaid;

(c) third, to pay all other Secured Obligations in any order and proportions as Grantee in its reasonable discretion may choose; and

(d) fourth, to remit the remainder, if any, to the person or persons legally entitled to it.

6.4 Application of Rents and Other Sums. Grantee shall apply any and all Rents collected by it pursuant to the assignment provided in Article 2 of this Mortgage, and any and all other sums, other than the proceeds of a foreclosure sale, received or collected by Grantee, in the following manner:

(a) first, to pay the portion of the Secured Obligations attributable to the costs and expenses of collection of such sums, including reasonable attorneys' fees, that may be incurred by Grantee and/or any receiver appointed in accordance with this Mortgage;

(b) second, to pay any and all Secured Obligations in any order and proportions as Grantee in its reasonable discretion may choose, and any and all expenses of leasing, operating, maintaining and managing the Property and all other costs and charges incident to the Property as provided in Section 2.5 above, and in such order and proportions as Grantee in its reasonable discretion may choose; and

(c) third, to remit the remainder, if any, to the person or persons legally entitled thereto.

Grantee has no liability for any funds which it does not actually receive.

7. Miscellaneous Provisions.

7.1 No Waiver or Cure.

(a) Each waiver by Grantee must be in writing to be effective, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Grantee to take action on account of any default of Grantor. Consent by Grantee to any act or omission by Grantor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Grantee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any 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); or impair the security of this Mortgage; or prejudice Grantee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Grantee of any tenancy, lease or option, or a subordination of the lien of this Mortgage.

(i) Grantee, through a receiver, takes possession of all or any part of the Property in the manner provided in Subsection 6.2(c) above.

(ii) Grantee collects and applies Rents as permitted under Sections 2.3 and 6.4 above, either with or without taking possession of all or any part of the Property.

(iii) Grantee receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Grantee under Section 4.5 above.

(iv) Grantee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(v) Grantee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Grantee or any receiver invokes any right or remedy provided under this Mortgage.

7.2 Powers of Grantee. If Grantee performs any act which it is empowered or authorized to perform under this Mortgage, including any act permitted by Section 6.2(d) above, that act alone does not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Mortgage on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Grantor does not release or change if Grantee grants any successor in interest to Grantor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Grantee is not required to comply with any demand by the original Grantor that Grantee refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

7.3 Merger. No merger occurs as a result of Grantee's acquiring any other estate in or any other lien on the Property unless Grantee consents to a merger in writing.

7.4 Joint and Several Liability. If Grantor consists of more than one person, each is jointly and severally liable for the faithful performance of all of Grantor's obligations under this Mortgage.

7.5 Applicable Law. This Mortgage is governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Idaho, but giving effect to federal laws applicable to national banks. This Mortgage may be executed in one or more counterparts, each of which is, for all purposes deemed an original and all such counterparts taken together, constitute one and the same instrument.

7.6 Successors in Interest. The terms, covenants and conditions of this Mortgage are binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section does not waive the provisions of Section 5.1 above.

7.7 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation", and the word "including" means "including, but not limited to". The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late fees, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.8 Attorneys' Fees. Grantor is obligated to pay or reimburse Grantee for all attorneys' fees, costs and expenses which Grantee may incur in connection with the protection and/or enforcement of Grantee's rights under this Mortgage and/or which Grantee may incur in connection with any dispute involving this Mortgage. In the event of litigation involving this Mortgage, the prevailing party shall be promptly paid its reasonable attorneys' fees and costs by the non-prevailing party.

7.10 Severability. If any provision of this Mortgage is held unenforceable or void, that provision is deemed severed from the remaining provisions and in no way affects the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Grantee may, at its option, declare all Secured Obligations immediately due and payable

7.11 Time of Essence. Time is of the essence with regard to each provision of this Mortgage as to which time is factor.

7.12 Jury Trial; Waiver. GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.13 Notices. Any notice required to be given by one party to another shall be given in writing and either shall be personally delivered or sent by certified mail, return receipt requested. Any notice given to the Grantee shall be sent to Grantee's address specified below. Any notice to the Grantor shall be sent to the Grantor's address specified below. Any party may specify a different address for the mailing of notices by sending a written statement to that effect to all other parties. The current mailing addresses follow:

If to Grantee:	Maranon Capital, L.P. 303 West Madison Street, Suite 2500 Chicago, IL 60606 Attention: Greg M. Long and Laura K. Albrecht
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With a copy to:	Katten Muchin Rosenman LLP
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525 West Monroe Street
Chicago, IL 60661
Attention: Michael Jacobson, Esq.

If to Grantor: Idaho Supreme Potatoes, LLC
4723 East 100 North
Rigby, ID 83442
Attention: Baden Burt

With a copy to: Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Daniel Cho, Esq.

7.14 Relationship. The relationship between Grantee and Grantor shall be that of creditor-debtor only. No term in this Mortgage or in any of the other Loan Documents and no course dealing between the parties shall be deemed to create any relationship of agency, partnership or joint venture or any fiduciary duty by Grantee to Grantor or any other party.

7.15 Conflict with Credit Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and those of any other Loan Document, the terms and provisions of such other Loan Document shall govern and control, and the Credit Agreement shall govern and control over all other Loan Documents.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Mortgage as of the date first above-written.

GRANTOR:

Idaho Supreme Potatoes, LLC,
a Delaware limited liability company

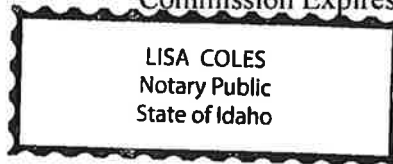
By: Wallace E. Browning III
Name: Wallace E. Browning III
Title: Chief Executive Officer and President
of Idaho Pacific Holdings, Inc.
its sole member

State of Idaho }
County of Jefferson } ss.

On this 14th day of February, 2018, before me, a Notary Public in and for said state, personally appeared Wallace E. Browning, known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, Wallace executed the foregoing in said Corporation's name. as member of the LLC

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

Lisa Coles
Notary Public for the State of
Residing at: Rigby, Idaho
Commission Expires:



11/12/23

EXHIBIT A
to MORTGAGE
DESCRIPTION OF LAND

Parcel 1

All that portion of Lots 5, 6, 7, and the West half of the Southeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying between the Blackfoot Canal and the Reservation Canal.

Parcel 2

A portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows: Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 18, and running thence North 775 feet along the West boundary line of said Southwest Quarter of the Northeast Quarter to a point where the West line intersects the South Bank of the Blackfoot Canal; thence 90° East 1220 feet, more or less, to the West right-of-way of the Idaho Canal; thence in a Southerly direction following along the West right-of-way line of said Idaho Canal to its intersection with the South boundary line of said Southwest Quarter of the Northeast Quarter; thence West along the South boundary line to the Point of Beginning.

Parcel 3

Part of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point which is North 89°23'05" West 506.07 feet along the Section line from the Northeast corner of said Section 18 and running thence South 56.36 feet; thence South 43°48'59" West 330.82 feet; thence South 20°53'43" West 308.22 feet; thence South 41°03'39" West 277.79 feet; thence South 19°29'57" West 104.07 feet; thence South 03°50'58" East 120.36 feet; thence North 89°45'45" West 133.373 feet to a point on the Easterly bank of the Government or Reservation Canal; thence North 81°07'42" West 76.62 feet to a point on the Westerly side of a service road on the West bank of the Government Canal; thence along the centerline of the Government Canal which is approximately 40 feet Easterly on the following described courses; South 14°41'43" West 120.27 feet; thence South 25°21'07" West 239.36 feet; thence South 20°40'01" West 229.79 feet; thence South 12°52'44" East 344.73 feet; thence Westerly approximately 40 feet to a point on the Westerly side of a service road on the canal bank, thence along a fence line North 89°07'19" West 1211.49 feet to a fence corner on the Southerly side of the Blackfoot Canal; thence North to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence South 89°23'05" East 442.04 feet along the section line to the Point of Beginning.

Parcel 4

A portion of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a brass cap monument on the Easterly bank of the Snake River which is North 89°23'05" West 1478.03 feet from the Northeast corner of said Section 18, and running thence South 05°21'20" West 901.12 feet along said Easterly bank of the Snake River; thence South 44°28'38" East 78.03 feet; thence South 54°35'17" East to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence North 89°23'05" West along the Section line to the Point of Beginning. Excepting a right-of-way along an existing road which is adjacent to and West of the Blackfoot Canal, extending from the county road along the North section line Southerly along the Westerly side of said Blackfoot Canal to a point on the Southwesterly line of the above described property.

Parcel 5

Beginning at the Southeast corner of Lot 3 of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, thence North 1740 feet; thence North 23° West 767 feet; thence North 2° West 335 feet to the North line of Lot 2 of said Section 19; thence West along said North line of said Lot 2 to the East right-of-way of the Blackfoot Canal; thence in a Southwesterly direction following along the East right-of-way line of said Blackfoot Canal to its intersection with the South line of said Lot 2; thence South 4° West on the East side of said Blackfoot Canal 329 feet; thence South 6° East 785 feet; Thence South 22° East 453 feet along the East side of the said Blackfoot Canal; thence East 657 feet to the Point of Beginning. Excepting therefrom any portion of the following described property if the same is included on the above: Beginning at a point in said Section 19 where the Yellowstone Highway crosses the Blackfoot Canal; thence Northeasterly along said highway right-of-way a distance of 423 feet; thence West 436 feet; thence Southeasterly along the right-of-way of said Blackfoot Canal a distance of 567 feet, more or less, to the Point of Beginning. Also excepting therefrom Highway 91 and the Railroad and any portion South of the railroad.

Parcel 6

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho. Section 7: Lots 7, 8, 9, 12 and that portion of the West half of the Northeast Quarter lying West of the Blackfoot Canal.

Parcel 7

A portion of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Lots 5 and 6, and beginning at the Southeast corner of said Lot 5 and running thence East to the West bank of the Blackfoot Canal; thence in a Northwesterly direction along said West bank to the Northeast corner of said Lot 5; thence South 80 rods to the Place of Beginning. Also: All that part of the Northeast Quarter of the Southeast Quarter lying and being West of the right-of-way of the Reservation Canal, and all that part of the Southeast Quarter of the Northeast Quarter lying and being West of the Blackfoot Canal right-of-way. Excepting therefrom: That portion of Lot 5 lying West of the Snake River. Also excepting therefrom: A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the North line of

a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said canal to the Point of Beginning.

Parcel 8

A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.

Parcel 9

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho. Section 6: Lots 9 and 13 and that portion of Lot 10 lying West of the Blackfoot Canal.

Parcel 10

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho. Section 6: That portion of Lot 10 lying West of the centerline of Reservation Canal and East of the Blackfoot Canal and that portion of the Southeast Quarter of the Southeast Quarter, lying West of the centerline of Reservation Canal.

Parcel 11

Tract A:

A portion of the Northwest Quarter Southeast Quarter of Section 19, Township 1 South, Range 37, East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point 60 feet South of the Northwest corner of the Southeast Quarter of said Section 19; thence East 7 rods; thence South to Idaho or Reservation Canal right-of-way; thence Southwesterly along said canal right-of-way to the West line of said Southeast Quarter of said Section 19; thence North to the Place of Beginning.

Tract B:

A portion of Lots 4 and 17 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the South line of Lot 4 of said Section 19, where the West line of the right-of-way of the Reservation Canal intersects the South line of said Lot 4, thence following the West line of said canal right-of-way in a Northerly direction to the East line of said Lot 4; thence North along said East line of Lot 4 to a point 60 feet South of the Northeast corner of said Lot 4; thence West to the Easterly line of the right-of-way to Oregon Short Line Railroad; thence Southwesterly along said right-of-way to the

Easterly line of the right-of-way of the Blackfoot Irrigation Canal; thence Southeasterly (of record Southwesterly) along said East line of Blackfoot Irrigation Canal right-of-way to South line of said Lot 4; thence East to the Point of Beginning.

Tract C:

Commencing at the Southwest corner of the Northeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, in Bingham County, Idaho, and running thence North 96 rods to the Idaho or Government Canal; thence running Southeasterly 107 rods along said canal, to the South line of the Quarter Section; thence West 25 rods, more or less, to the Place of Beginning. Excepting therefrom: Any portion lying within Highway 91 or the railroad right-of-way.

Tract D:

That portion of Lot 3, Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying Southeast of the Railroad.

Tract E:

Commencing at the Southeast corner of Section 19 in Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho; thence West 3853.5 feet along the South line of said Section 19, to the Point of Beginning, which is a stake on the West bank of the Blackfoot Irrigation Canal; thence West along the South line of said Section 19, 506.5 feet to the East line of the Oregon Short Line Railroad right-of-way; thence North 29°13' East, along said railroad right-of-way 2530.5 feet to the intersection of said railroad right-of-way with the Blackfoot Irrigation Canal; thence South 18°15' East 763 feet; thence South 5°35' East 314.6 feet; thence South 21°37' West 488.1 feet; thence South 42°26' West 301 feet; thence South 56°32' West 511.8 feet; thence South 41°42' West 281.7 feet to the Point of Beginning.

Tract F:

A portion of the Northwest Quarter of the Southeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at point 7 rods East of the Northwest corner of the Southeast Quarter of said Section 19, thence running East to the West line of the right-of-way of the Reservation Canal, also known as the Government Canal; thence Southwesterly along the West line of said canal to a point due South of the Place of Beginning; thence North to the Place of Beginning.

Parcel 12

A portion of the lower described property, all located in Section 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, specifically described as follows: Starting at the thread of the Government Canal, also known as the Reservation Canal, at a point 1002.00 feet South of the North boundary of Section 18; thence East 136 feet, more or less, to the East bank of an irrigation ditch used by Idaho Supreme to irrigate lower property; thence

following said ditch Southerly to the South borderline of the below described property; thence West 200 feet more or less to the thread of the Government Canal; thence Northerly following thread of said Government Canal to the Point of Beginning. The above being a portion of the following: That portion of Sections 17 and 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows: Beginning at a point on the centerline of the Yellowstone Highway that is 1002.00 feet South and 806.45 feet East of the Northeast corner of Section 18, Township 1 South, Range 37 East, Boise Meridian, thence in a Southwesterly direction along the centerline of the Yellowstone Highway to a point that is 693.00 feet North and 265.80 feet East of the East Quarter corner of Section 18, thence West to the thread of the Government Canal, also known as the Reservation Canal, thence in a Northerly direction along the thread of the Government Canal to a point that is 1002.00 feet South of the North boundary of Section 18; thence East to the Point of Beginning.

Parcel 13

A portion of Lots 3 and 16 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point where the West line of Yellowstone Highway intersects the East line of the Blackfoot Canal right-of-way; thence Northeasterly along said highway right-of-way 423 feet; thence West 436 feet to the East line of said Blackfoot Canal right-of-way; thence in a Southeasterly direction along the East line of said Blackfoot Canal right-of-way 567 feet, more or less, to the Point of Beginning.

Parcel 14

Part of the Southwest Quarter of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 89°54'00" West along the section 750.20 feet from the South Quarter corner of said Section 19 and running thence North 89°54'00" West 380.88 feet to the East bank of a canal thence North 45°37'15" East along the Easterly bank of a canal 216.63 feet; thence North 57°34'54" East 423.49 feet; thence leaving said canal bank South 89°54'04" East 127.85 feet; thence South 34°22'45" West 459.20 feet to the Point of Beginning.

AT 367661

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

PARSONS BEHLE & LATIMER
900 Pier View Dr., Suite 206
Idaho Falls, Idaho 83402
Attention: Lee Radford

Instrument # 694837

BINGHAM COUNTY, IDAHO

2018-03-05 11:53:07 AM No. of Pages: 23

Recorded for: ALLIANCE TITLE - BLACKFOOT OFF

PAMELA W. ECKHARDT

Fee: \$45.00

Ex-Officio Recorder Deputy JPulley

Index To: MORTGAGE & FIXTURE FILING

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND THE SECURED OBLIGATIONS REFERRED TO HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, SUPPLEMENTED, WAIVED, RESTATED, THE "SUBORDINATION AGREEMENT"; CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS PARAGRAPH SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERM IN THE SUBORDINATION AGREEMENT) DATED AS OF FEBRUARY 14, 2018 AMONG IDAHO PACIFIC US HOLDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IDAHO-PACIFIC CORPORATION, AN IDAHO CORPORATION, IDAHO-PACIFIC COLORADO CORPORATION, A DELAWARE CORPORATION, IDAHO PACIFIC HOLDINGS, INC., A DELAWARE CORPORATION, IPH HOLDCO INC., A DELAWARE CORPORATION, IDAHO SUPREME POTATOES, LLC, AN IDAHO CORPORATION, AGRAWEST INVESTMENTS LIMITED, A CORPORATION INCORPORATED UNDER THE LAWS OF CANADA, THE OTHER OBLIGORS FROM TIME TO TIME PARTY THERETO, IDAHO SUPREME POTATOES, INC., AN IDAHO CORPORATION AS THE SUBORDINATED CREDITOR, AND MARANON CAPITAL, L.P., IN ITS CAPACITY AS THE AGENT, TO THE SENIOR INDEBTEDNESS; AND EACH HOLDER OF THIS SUBORDINATED SECURED PROMISSORY NOTE, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Mortgage"), made as of February 14, 2018, is made by Idaho Supreme Potatoes, LLC, a Delaware limited liability company ("Grantor"), whose address is 4723 East 100 North, Rigby, Idaho 83442, to Idaho Supreme Potatoes, Inc., an Idaho corporation ("Grantee"), whose address is P.O. Box 246, 614 E. 800 N., Firth, Idaho 83236.

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

1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations (as defined in Section 1.2 below), Grantor hereby irrevocably and unconditionally grants, mortgages, warrants, pledges, conveys, transfers and assigns to Grantee, and grants a security interest to Grantee, all estate, right, title and interest which Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, together with the Fixtures (as defined in Section 3.1 below) is collectively referred to in this Mortgage as the “**Property**”):

(a) the real property located in Bingham County, Idaho, as described in Exhibit A attached hereto (the “**Land**”), together with all existing and future easements and rights affording access to the Land; and

(b) all buildings, fixtures, structures and improvements or every kind or nature now located or later to be constructed on the Land (the “**Improvements**”); all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, structures, improvements or fixtures; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions and replacements to any of the foregoing; and

(c) all existing and future appurtenances, privileges, rights, easements, servitudes, rights-of-way, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and any other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; and

(d) all agreements for the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into and all rents, income, revenues, issues and profits of or from the Land and/or the Improvements from time to time; and

(e) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, including proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Grantee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or

injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(f) to the extent assignable, Grantor's interest in all claims, demands, judgments, insurance proceeds, tax refunds, rights of action, awards of damages, compensation, and settlements hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or appurtenances or any part thereof, or (iii) the ownership or operation of the Property; and

(g) all additions and accretions to, substitutions, proceeds, renewals and replacements for, and changes in, any of the property described above; and

(h) all Leases (as hereinafter defined) heretofore or hereafter entered into whether before or after the filing by or against Grantor of any petition for relief under 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), as the same may be amended from time to time, and all right, title and interest of Grantor, its successors and assigns therein and thereunder, including Rents (as hereinafter defined) whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations (as hereinafter defined); and

(i) all leasehold estate, right, title and interest of Grantor in and to all leases or subleases covering the Property or any portion thereof, now or hereafter existing or entered into, and all amendments and extensions of the same, and all right, title and interest of Grantor thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of a similar nature; and

(j) the right, in the name and on behalf of Grantor, to commence any action or proceeding to protect the interest of Grantee in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property.

1.2 **Secured Obligations.** Grantor makes the grant, mortgage, warrant, pledge, conveyance, transfer and assignment set forth in Section 1.1 above, makes the irrevocable and absolute assignment set forth in Article 2 below, and grants the security interest set forth in Article 3 below, all for the purpose of securing the following obligations in any order of priority that Grantee may choose (collectively, the "**Secured Obligations**" and individually, each a "**Secured Obligation**"):

(a) payment and performance of all obligations and indebtedness of Grantor, as set forth in that certain Subordinated Secured Promissory Note by Grantor and Idaho Pacific Holdings, Inc., a Delaware corporation, in favor of Grantee (as the same may be amended, restated, amended and restated, refinanced, supplemented, or otherwise modified from time to time, the "Promissory Note"); and

(b) payment and performance of all obligations of Grantor under this Mortgage; and

(c) payment and performance of all future advances and other obligations that Grantor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Grantee, when a writing evidences the parties' agreement that the advance or obligation be secured by this Mortgage; and

(d) payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2. Assignment of Lessor's Interest in Leases and Assignment of Rents.

2.1 Absolute Assignment. Grantor hereby irrevocably, absolutely, presently and unconditionally assigns to Grantee:

(a) all of Grantor's right, title and interest in, to and under any and all leases, licenses and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered into in the future (collectively, the "Leases" and individually, each a "Lease"), including (i) all guarantees of and security for lessees' performance under any and all Leases, and (ii) all amendments, extensions, renewals or modifications to any Leases; and

(b) all rents (and payments in lieu of rents), income, profit, payments and revenue at any time payable under any and all Leases, any and all security deposits received or to be received by Grantor pursuant to any and all Leases, and all rights and benefits accrued or to accrue to Grantor under any and all Leases (collectively "Rents").

2.2 Grant of License. Grantee hereby confers upon Grantor a license (the "License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.1, exists and is continuing. If an Event of Default has occurred and is continuing, Grantee has the right, which it may choose to exercise in its reasonable discretion, to terminate the License without notice to or demand upon Grantor, and without regard to the adequacy of Grantee's security under this Mortgage.

2.3 Collection and Application of Rents. Subject to the License granted to Grantor under Section 2.2 above, Grantee has the right, power and authority to collect any and all Rents. Grantee's right to the Rents does not depend on whether or not Grantee takes possession of the Property as permitted under Section 6.2(c) below. In Grantee's reasonable discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Grantee is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Mortgage, Grantee, and any receiver is nevertheless entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Grantor to Grantee of all of Grantor's right, title and interest in and to the Rents and not an assignment in the nature of a pledge of the Rents or the mere grant of a security interest therein.

2.4 Notice. All lessees under any and all 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 Grantee for the payment to Grantee of any rental or other sums which may at any time become due under the Leases, or for the performance of any of lessees' undertakings under the Leases, and lessees have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder.

2.5 Grantee Not Responsible. Regardless of whether or not Grantee, in person or by agent, takes actual possession of the Land and Improvements, Grantee is not and will not be deemed to be:

- (a) a "mortgagee in possession" for any purpose; or
- (b) responsible for performing any of the obligations of Grantor under any lease; or
- (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

3. Grant of Security Interest.

3.1 Grant of Security Interest. Grantor grants to Grantee a security interest in, and pledges and assigns to Grantee, all of Grantor's right, title and interest now or hereafter acquired in and to all of the Rents, Leases and Property, including without limitation, all Fixtures. "Fixtures" include all articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land and Improvements, appurtenances and improvements, together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law.

3.2 Security Agreement; Fixture Filing. This Mortgage is both a real property mortgage and constitutes a security agreement covering all Fixtures and all portions of the Rents, Leases, and Property that are personal property under the Uniform Commercial Code and, as in effect from time to time or under the Uniform Commercial Code as in effect from time to time in any other state to the extent the same is applicable law (the "**Uniform Commercial Code**"). This Mortgage constitutes a fixture filing under the applicable Uniform Commercial Code, as amended or recodified from time to time, and covers property which includes goods which are or are to become fixtures on the Land and Improvements.

3.3 Financing Statements. Grantee may file one or more financing statements and such other documents as Grantee may from time to time require to perfect or continue the perfection of Grantee's security interest in the personal property and Fixtures. Grantor shall pay all fees and costs that Grantee may incur in filing such documents in public offices and in obtaining such record searches as Grantee may reasonably require. If any financing statement or other document is filed in the records normally pertaining to the security interest created under this Mortgage, that filing shall never be construed as in any way derogating from or impairing this Mortgage or the rights or obligations of the parties under it.

4. Rights and Duties of the Parties.

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

4.2 Taxes and Assessments. Grantor shall pay when due and prior to delinquency and before an interest, collections fees or penalties shall accrue, all taxes, levies, charges and assessments (individually and collectively, an "**Imposition**"), imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. If any such Imposition becomes delinquent, Grantee may require Grantor to present evidence that they have been paid in full, on ten (10) days' written notice by Grantee to Grantor. Notwithstanding the foregoing provisions of this Section 4.2, 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 (i) Grantee is reasonably 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 (ii) Grantor has posted a bond or furnished such other security as may be reasonably required from time to time by Grantee, in each case, subject to and in accordance with, the terms and conditions set forth in the Promissory Note.

4.3 Liens, Charges and Encumbrances. Grantor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

4.4 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Grantee, and authorizes the payor to pay to Grantee, the following claims, causes of action, awards, payments and rights to payment ("**Claims Proceeds**"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and

(iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Grantee in writing if:

(i) any damage occurs or any injury or loss is sustained in the amount of fifty percent (50%) or more of the fair market value of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Grantee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Grantee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

(c) All proceeds of these assigned claims, other property and rights which Grantor may receive or be entitled to shall be paid to Grantee. In each instance, Grantee shall apply those proceeds first toward reimbursement of all of Grantee's costs and expenses of recovering the proceeds, including attorneys' fees.

If, in any instance, each and all of the following conditions are satisfied in Grantee's reasonable judgment, Grantee shall allow Grantor to use the Claims Proceeds to pay costs of repairing or reconstructing the Property in the manner described below:

(i) the plans and specifications, cost breakdown, construction contract, construction schedule, contractor and (if required by Grantee) payment and performance bond for the work of repair or reconstruction shall all be acceptable to Grantee in its reasonable discretion; and

(ii) Grantee shall receive evidence satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(iii) the Claims Proceeds shall be sufficient in Grantee's reasonable determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest projected to be payable on the Secured Obligations until the repair or reconstruction is complete; or Grantor shall provide its own funds in an amount equal to the difference between the Claims Proceeds (plus such undisbursed Loan proceeds) and a reasonable estimate, made by Grantor and found acceptable by Grantee, of the total cost of repair or reconstruction; and

(iv) no Event of Default has occurred and is continuing.

(d) If Grantee finds that the foregoing conditions are met, Grantee shall hold the Claims Proceeds and any funds which Grantor is required to provide in an interest-bearing account and shall disburse them to Grantor to either pay or reimburse costs of repair or reconstruction. However, if Grantee finds that one or more of the conditions set forth in subsection (c) above are not satisfied, it may apply the Claims Proceeds to pay or prepay (without premium) some or all of the Secured Obligations in such order and proportions as it in its reasonable discretion may choose.

4.5 Releases, Extensions, Modifications and Additional Security. From time to time, Grantee may perform any of the following acts without incurring any liability or giving notice to any person:

- (a) release any person liable for payment of any Secured Obligation;
- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or
- (d) alter, substitute or release any property securing the Secured Obligations.

4.6 Release. If all of the Secured Obligations are paid as they become due and payable and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, and all obligations, if any, of Grantee for further advances have been terminated, then, and in that event only, all of Grantee's rights under this Mortgage automatically terminate and Grantee shall promptly cause this Mortgage to be released of record and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Grantee in due form.

4.7 Compensation, Exculpation, Indemnification. Grantor agrees to pay or reimburse Grantee for all actual, reasonable, out-of-pocket costs, expenses and other advances which may be incurred or made by Grantee in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Grantee under Section 6.2 below, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Mortgage, including reasonable attorneys' fees, costs of any foreclosure sale and any cost of evidence of title. If Grantee chooses to dispose of Property through more than one foreclosure sale, Grantor shall pay all costs, expenses or other advances that may be incurred or made by Grantee in each of those foreclosure sales.

4.8 Defense and Notice of Claims and Actions. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Grantee created under it, against all adverse claims. Grantor shall give Grantee prompt notice in writing if any

claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

4.9 Required Insurance. Grantor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Property, at no expense to Grantee, policies of insurance.

4.10 Certain Waivers. All sums payable by Grantor pursuant to this Mortgage shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Land or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Grantee, or any action taken with respect to this Mortgage by any trustee or receiver of Grantee, or by any court, in any such proceeding; (v) any claim that Grantor has or might have against Grantee; (vi) any default or failure on the part of Grantee to perform or comply with any of the terms of the Promissory Note; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

5. Accelerating Transfers; Permitted Encumbrances.

5.1 Acceleration Upon Sale or Encumbrance. Grantor agrees that Grantor shall not, without the prior written consent of Grantee (which consent may be withheld in Grantee's reasonable discretion), make or permit, whether voluntarily or involuntarily by operation of law or otherwise, any Accelerating Transfer. Grantor acknowledges that the covenants contained in this Section 5.1 are a material inducement to Grantee extending the Secured Obligations. Grantor further acknowledges that any Accelerating Transfer in violation of the permitted transfer provisions in this Mortgage will result in a material impairment of Grantee's interest in the Property and is a breach of the foregoing covenant. If any Accelerating Transfer occurs, Grantee in its reasonable discretion may declare all of the Secured Obligations to be immediately due and payable and invoke any rights and remedies provided in Article 6 of this Mortgage.

5.2 Accelerating Transfers. “**Accelerating Transfer**” means any sale, contract to sell, conveyance, encumbrance, pledge, or mortgage not expressly permitted under the Promissory Note and/or this Mortgage, or other transfer of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Grantor’s own use), oil, gas, or other hydrocarbon substances or any mineral of any kind under the surface of the Property, whether voluntary, involuntary, by operation of law or otherwise.

6. Events of Default; Remedies.

6.1 Events of Default. The occurrence of any one or more of the following events, constitutes an “**Event of Default**” under this Mortgage:

(a) Grantor, or any affiliate of Grantor, fails to perform any obligation to pay money as required under this Mortgage, or the Promissory Note;

(b) Grantor makes or permits the occurrence of an Accelerating Transfer in violation of Article 5 above; or

(c) An “Event of Default” occurs as such term is defined in the Promissory Note;

6.2 Remedies. At any time after and during the existence of an Event of Default, Grantee is entitled to 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.

(a) Acceleration. Grantee may declare any or all of the Secured Obligations to be due and payable immediately, without notice to Grantor and Grantee shall be entitled to all of the rights and remedies provided in the Promissory Note or at law or in equity.

(b) Receiver. Grantee, as a matter of right and without notice to Grantor or any one claiming under Grantor, and without regard to the then value of the Property or the interest of Grantor therein, has the right to apply to any court having jurisdiction, *ex parte* and without notice or hearing, such notice and being waived by Grantor, and without regard to the adequacy of its security or the solvency of the Grantor, to appoint a receiver or receivers of the Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Grantee has the right to the appointment of a receiver in the manner described in the immediately preceding sentence regardless of whether Grantee has commenced foreclosure of this Mortgage. Any receiver appointed pursuant to this Mortgage has all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Grantee in case of entry as provided in this Mortgage and has the right to continue in

such capacity and exercise all such powers until such receivership is terminated. Grantor and Grantee intend that the preceding provisions be interpreted as a contractual agreement between them and supersede, to the extent permitted by law, any present or future law related to the appointment of receivers or the conduct of receiverships. Without limiting the generality of the preceding, in any proceeding to secure the appointment of a receiver, no factual showing beyond that described above shall be necessary to demonstrate the Grantee's entitlement to the appointment of a receiver and all factual issues in connection with such a proceeding shall be determined based on a preponderance of the evidence.

(c) Entry. Grantee or its officers or agents or a court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, may excluded Grantor and its agents and employees wholly therefrom, and may also do any and all other things in connection with those actions that Grantee may in its reasonable discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include, but not limited to: 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 Grantee 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 Grantee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Grantee at the site of the Land.

(d) Cure; Protection of Security. Grantee may cure any breach or default of Grantor it considers necessary in its reasonable discretion to protect the security of this Mortgage. Such actions may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Grantee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Grantee's reasonable judgment is or may be senior in priority to this Mortgage, such judgment of Grantee to be conclusive as among the parties to this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Grantee. Grantee may take any of the actions permitted under this Section 6.2 either with or without giving notice to any person.

(e) Uniform Commercial Code Remedies. Grantee may exercise any or all of the remedies granted to a secured party under the Uniform Commercial Code.

(f) Judicial Action. Grantee may bring an action in any court of competent jurisdiction to judicially foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

6.3 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale shall be applied in the following manner:

(a) first, to pay 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 Grantee under this Mortgage, including, for the avoidance of doubt, the costs and expenses of any foreclosure sale;

(b) second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Grantee under the terms of this Mortgage which then remain unpaid;

(c) third, to pay all other Secured Obligations in any order and proportions as Grantee in its reasonable discretion may choose; and

(d) fourth, to remit the remainder, if any, to the person or persons legally entitled to it.

6.4 Application of Rents and Other Sums. Grantee shall apply any and all Rents collected by it pursuant to the assignment provided in Article 2 of this Mortgage, and any and all other sums, other than the proceeds of a foreclosure sale, received or collected by Grantee, in the following manner:

(a) first, to pay the portion of the Secured Obligations attributable to the costs and expenses of collection of such sums, including reasonable attorneys' fees, that may be incurred by Grantee and/or any receiver appointed in accordance with this Mortgage;

(b) second, to pay any and all Secured Obligations in any order and proportions as Grantee in its reasonable discretion may choose, and any and all expenses of leasing, operating, maintaining and managing the Property and all other costs and charges incident to the Property as provided in Section 2.5 above, and in such order and proportions as Grantee in its reasonable discretion may choose; and

(c) third, to remit the remainder, if any, to the person or persons legally entitled thereto.

Grantee has no liability for any funds which it does not actually receive.

7. Miscellaneous Provisions.

7.1 No Waiver or Cure.

(a) Each waiver by Grantee must be in writing to be effective, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Grantee to take action on account of any default of Grantor. Consent by Grantee to any act or omission by Grantor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Grantee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any 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); or impair the security of this Mortgage; or prejudice Grantee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Grantee of any tenancy, lease or option, or a subordination of the lien of this Mortgage.

(i) Grantee, through a receiver, takes possession of all or any part of the Property in the manner provided in Subsection 6.2(c) above.

(ii) Grantee collects and applies Rents as permitted under Sections 2.3 and 6.4 above, either with or without taking possession of all or any part of the Property.

(iii) Grantee receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Grantee under Section 4.5 above.

(iv) Grantee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(v) Grantee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Grantee or any receiver invokes any right or remedy provided under this Mortgage.

7.2 Powers of Grantee. If Grantee performs any act which it is empowered or authorized to perform under this Mortgage, including any act permitted by Section 6.2(d) above, that act alone does not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this

Mortgage on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Grantor does not release or change if Grantee grants any successor in interest to Grantor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Grantee is not required to comply with any demand by the original Grantor that Grantee refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

7.3 Merger. No merger occurs as a result of Grantee's acquiring any other estate in or any other lien on the Property unless Grantee consents to a merger in writing.

7.4 Joint and Several Liability. If Grantor consists of more than one person, each is jointly and severally liable for the faithful performance of all of Grantor's obligations under this Mortgage.

7.5 Applicable Law. This Mortgage is governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Idaho, but giving effect to federal laws applicable to national banks. This Mortgage may be executed in one or more counterparts, each of which is, for all purposes deemed an original and all such counterparts taken together, constitute one and the same instrument.

7.6 Successors in Interest. The terms, covenants and conditions of this Mortgage are binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section does not waive the provisions of Section 5.1 above.

7.7 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation", and the word "including" means "including, but not limited to". The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late fees, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.8 Attorneys' Fees. Grantor is obligated to pay or reimburse Grantee for all attorneys' fees, costs and expenses which Grantee may incur in connection with the protection and/or enforcement of Grantee's rights under this Mortgage and/or which Grantee may incur in connection with any dispute involving this Mortgage. In the event of litigation involving

this Mortgage, the prevailing party shall be promptly paid its reasonable attorneys' fees and costs by the non-prevailing party.

7.10 Severability. If any provision of this Mortgage is held unenforceable or void, that provision is deemed severed from the remaining provisions and in no way affects the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Grantee may, at its option, declare all Secured Obligations immediately due and payable

7.11 Time of Essence. Time is of the essence with regard to each provision of this Mortgage as to which time is factor.

7.12 Jury Trial; Waiver. GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE AND THE PROMISSORY NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.13 Notices. Any notice required to be given by one party to another shall be given in writing and either shall be personally delivered or sent by certified mail, return receipt requested. Any notice given to the Grantee shall be sent to Grantee's address specified below. Any notice to the Grantor shall be sent to the Grantor's address specified below. Any party may specify a different address for the mailing of notices by sending a written statement to that effect to all other parties. The current mailing addresses follow:

If to Grantee:	Idaho Supreme Potatoes, Inc. P.O. Box 246 614 E. 800 N. Firth, Idaho 83236 Attention: Vondel Chapman, President
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With a copy to:	Parsons Behle & Latimer
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900 Pier View Drive, Suite 206
Idaho Falls, Idaho 83402
Attention: Lee Radford

If to Grantor: Idaho Supreme Potatoes, LLC
4723 East 100 North
Rigby, Idaho 83442
Attention: Wally Browning and Baden Burt

With a copy to: Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Jeremy S. Liss, P.C. and Matthew S.
Arenson

7.14 Relationship. The relationship between Grantee and Grantor shall be that of creditor-debtor only. No term in this Mortgage or in the Promissory Note and no course dealing between the parties shall be deemed to create any relationship of agency, partnership or joint venture or any fiduciary duty by Grantee to Grantor or any other party.

8.01 Subordination and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to or in connection with this Mortgage, the terms of this Mortgage or the Promissory Note, and the exercise of any right or remedy by the Grantee hereunder or thereunder are subject to the provisions of the Subordination and Intercreditor Agreement dated as of February 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), among Maranon Capital, L.P., as the Agent, the Grantee, as Subordinated Creditor, and the other parties thereto from time to time. In the event of any conflict between the terms of the Subordination Agreement and this Mortgage, the terms of the Subordination Agreement shall control.

IN WITNESS WHEREOF, Grantor has executed this Mortgage as of the date first above-written.

GRANTOR:

Idaho Supreme Potatoes, LLC,
a Delaware limited liability company

By: Wallace E. Browning III
Name: Wallace E. Browning III
Title: Chief Executive Officer and President
of Idaho Pacific Holdings, Inc.
its sole member

State of Idaho }
County of Jefferson } ss.

On this 14 day of February, 2018, before me, a Notary Public in and for said state, personally appeared Wallace E. Browning, known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, Wallace E. Browning executed the foregoing in said Corporation's name as member of the LLC

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

Lisa Coles
Notary Public for the State of
Residing at: Rigby, ID
Commission Expires: 11/12/23



EXHIBIT A

to MORTGAGE

DESCRIPTION OF LAND

Parcel 1:

All that portion of Lots 5, 6, 7, and the West half of the Southeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying between the Blackfoot Canal and the Reservation Canal.

Parcel 2:

A portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 18, and running thence North 775 feet along the West boundary line of said Southwest Quarter of the Northeast Quarter to a point where the West line intersects the South Bank of the Blackfoot Canal; thence 90° East 1220 feet, more or less, to the West right-of-way of the Idaho Canal; thence in a Southerly direction following along the West right-of-way line of said Idaho Canal to its intersection with the South boundary line of said Southwest Quarter of the Northeast Quarter; thence West along the South boundary line to the Point of Beginning.

Parcel 3:

Part of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point which is North 89°23'05" West 506.07 feet along the Section line from the Northeast corner of said Section 18 and running thence South 56.36 feet; thence South 43°48'59" West 330.82 feet; thence South 20°53'43" West 308.22 feet; thence South 41°03'39" West 277.79 feet; thence South 19°29'57" West 104.07 feet; thence South 03°50'58" East 120.36 feet; thence North 89°45'45" West 133.373 feet to a point on the Easterly bank of the Government or Reservation Canal; thence North 81°07'42" West 76.62 feet to a point on the Westerly side of a service road on the West bank of the Government Canal; thence along the centerline of the Government Canal which is approximately 40 feet Easterly on the following described courses; South 14°41'43" West 120.27 feet; thence South 25°21'07" West 239.36 feet; thence South 20°40'01" West 229.79 feet; thence South 12°52'44" East 344.73 feet; thence Westerly approximately 40 feet to a point on the Westerly side of a service road on the canal bank, thence along a fence line North 89°07'19" West 1211.49 feet to a fence corner on the Southerly side of the Blackfoot Canal; thence North to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence South 89°23'05" East 442.04 feet along the section line to the Point of Beginning.

Parcel 4:

A portion of the Northeast Quarter of Section 18, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a brass cap monument on the Easterly bank of the Snake River which is North 89°23'05" West 1478.03 feet from the Northeast corner of said Section 18, and running thence South 05°21'20" West 901.12 feet along said Easterly bank of the Snake River; thence South 44°28'38" East 78.03 feet; thence South 54°35'17" East to the centerline of the Blackfoot Canal; thence Northerly and Easterly along the centerline of the Blackfoot Canal to the North line of Section 18; thence North 89°23'05" West along the Section line to the Point of Beginning.

Excepting a right-of-way along an existing road which is adjacent to and West of the Blackfoot Canal, extending from the county road along the North section line Southerly along the Westerly side of said Blackfoot Canal to a point on the Southwesterly line of the above described property.

Parcel 5:

Beginning at the Southeast corner of Lot 3 of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, thence North 1740 feet; thence North 23° West 767 feet; thence North 2° West 335 feet to the North line of Lot 2 of said Section 19; thence West along said North line of said Lot 2 to the East right-of-way of the Blackfoot Canal; thence in a Southwesterly direction following along the East right-of-way line of said Blackfoot Canal to its intersection with the South line of said Lot 2; thence South 4° West on the East side of said Blackfoot Canal 329 feet; thence South 6° East 785 feet; Thence South 22° East 453 feet along the East side of the said Blackfoot Canal; thence East 657 feet to the Point of Beginning.

Excepting therefrom any portion of the following described property if the same is included on the above:

Beginning at a point in said Section 19 where the Yellowstone Highway crosses the Blackfoot Canal; thence Northeasterly along said highway right-of-way a distance of 423 feet; thence West 436 feet; thence Southeasterly along the right-of-way of said Blackfoot Canal a distance of 567 feet, more or less, to the Point of Beginning.

Also excepting therefrom Highway 91 and the Railroad and any portion South of the railroad.

Parcel 6:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 7: Lots 7, 8, 9, 12 and that portion of the West half of the Northeast Quarter lying West of the Blackfoot Canal.

Parcel 7:

A portion of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Lots 5 and 6, and beginning at the Southeast corner of said Lot 5 and running thence East to the West bank of the Blackfoot Canal; thence in a Northwesterly direction along said West bank to the Northeast corner of said Lot 5; thence South 80 rods to the Place of Beginning.

Also:

All that part of the Northeast Quarter of the Southeast Quarter lying and being West of the right-of-way of the Reservation Canal, and all that part of the Southeast Quarter of the Northeast Quarter lying and being West of the Blackfoot Canal right-of-way.

Excepting therefrom: That portion of Lot 5 lying West of the Snake River.

Also excepting therefrom: A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said canal to the Point of Beginning.

Parcel 8:

A portion of the Southeast Quarter of Section 7, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the North line of a county road that is North 89°34'00" West 1018.37 feet along the Section line and North 00°26'00" East 25.00 feet from the Southeast corner of said Section 7, and running thence North 89°34'00" West 191.41 feet along said North line; thence North 00°26'00" East 264.57 feet; thence South 89°34'00" East 137.88 feet to the West Bank of the Blackfoot Canal; thence South 11°00'21" East 269.93 feet along said Canal to the Point of Beginning.

Parcel 9:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: Lots 9 and 13 and that portion of Lot 10 lying West of the Blackfoot Canal.

Parcel 10:

Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho.

Section 6: That portion of Lot 10 lying West of the centerline of Reservation Canal and East of the Blackfoot Canal and that portion of the Southeast Quarter of the Southeast Quarter, lying West of the centerline of Reservation Canal.

Parcel 11:

Tract A:

A portion of the Northwest Quarter Southeast Quarter of Section 19, Township 1 South, Range 37, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 60 feet South of the Northwest corner of the Southeast Quarter of said Section 19; thence East 7 rods; thence South to Idaho or Reservation Canal right-of-way; thence Southwesterly along said canal right-of-way to the West line of said Southeast Quarter of said Section 19; thence North to the Place of Beginning.

Tract B:

A portion of Lots 4 and 17 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the South line of Lot 4 of said Section 19, where the West line of the right-of-way of the Reservation Canal intersects the South line of said Lot 4, thence following the West line of said canal right-of-way in a Northerly direction to the East line of said Lot 4; thence North along said East line of Lot 4 to a point 60 feet South of the Northeast corner of said Lot 4; thence West to the Easterly line of the right-of-way to Oregon Short Line Railroad; thence Southwesterly along said right-of-way to the Easterly line of the right-of-way of the Blackfoot Irrigation Canal; thence Southeasterly (of record Southwesterly) along said East line of Blackfoot Irrigation Canal right-of-way to South line of said Lot 4; thence East to the Point of Beginning.

Tract C:

Commencing at the Southwest corner of the Northeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, in Bingham County, Idaho, and running thence North 96 rods to the Idaho or Government Canal; thence running Southeasterly 107 rods along said canal, to the South line of the Quarter Section; thence West 25 rods, more or less, to the Place of Beginning.

Excepting therefrom: Any portion lying within Highway 91 or the railroad right-of-way.

Tract D:

That portion of Lot 3, Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, lying Southeast of the Railroad.

Tract E:

Commencing at the Southeast corner of Section 19 in Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho; thence West 3853.5 feet along the South line of said Section 19, to the Point of Beginning, which is a stake on the West bank of the Blackfoot Irrigation Canal; thence West along the South line of said Section 19, 506.5 feet to the East line of the Oregon Short Line Railroad right-of-way; thence North 29°13' East, along said railroad right-of-way 2530.5 feet to the intersection of said railroad right-of-way with the Blackfoot Irrigation Canal; thence South 18°15' East 763 feet; thence South 5°35' East 314.6 feet; thence South 21°37' West 488.1 feet; thence South 42°26' West 301 feet; thence South 56°32' West 511.8 feet; thence South 41°42' West 281.7 feet to the Point of Beginning.

Tract F:

A portion of the Northwest Quarter of the Southeast Quarter of Section 19, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at point 7 rods East of the Northwest corner of the Southeast Quarter of said Section 19, thence running East to the West line of the right-of-way of the Reservation Canal, also known as the Government Canal; thence Southwesterly along the West line of said canal to a point due South of the Place of Beginning; thence North to the Place of Beginning.

Parcel 12:

A portion of the lower described property, all located in Section 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, specifically described as follows:

Starting at the thread of the Government Canal, also known as the Reservation Canal, at a point 1002.00 feet South of the North boundary of Section 18; thence East 136 feet, more or less, to the East bank of an irrigation ditch used by Idaho Supreme to irrigate lower property; thence following said ditch Southerly to the South borderline of the below described property; thence West 200 feet more or less to the thread of the Government Canal; thence Northerly following thread of said Government Canal to the Point of Beginning.

The above being a portion of the following:

That portion of Sections 17 and 18 of Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point on the centerline of the Yellowstone Highway that is 1002.00 feet South and 806.45 feet East of the Northeast corner of Section 18, Township 1 South, Range 37 East, Boise Meridian, thence in a Southwesterly direction along the centerline of the Yellowstone Highway to a point that is 693.00 feet North and 265.80 feet East of the East Quarter corner of Section 18, thence West to the thread of the Government Canal, also known as the Reservation Canal, thence in a Northerly direction along the thread of the Government Canal to a point that is 1002.00 feet South of the North boundary of Section 18; thence East to the Point of Beginning.

Parcel 13:

A portion of Lots 3 and 16 in Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point where the West line of Yellowstone Highway intersects the East line of the Blackfoot Canal right-of-way; thence Northeasterly along said highway right-of-way 423 feet; thence West 436 feet to the East line of said Blackfoot Canal right-of-way; thence in a Southeasterly direction along the East line of said Blackfoot Canal right-of-way 567 feet, more or less, to the Point of Beginning.

Parcel 14:

Part of the Southwest Quarter of Section 19, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 89°54'00" West along the section 750.20 feet from the South Quarter corner of said Section 19 and running thence North 89°54'00" West 380.88 feet to the East bank of a canal thence North 45°37'15" East along the Easterly bank of a canal 216.63 feet; thence North 57°34'54" East 423.49 feet; thence leaving said canal bank South 89°54'04" East 127.85 feet; thence South 34°22'45" West 459.20 feet to the Point of Beginning.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 21, 2018

MARANON CAPITAL LP
303 W MADISON ST STE 2600
CHICAGO IL 60606-3395

RE: Notice of Security Interest for Water Right/Permit No(s): 27-2152, 27-7446, 27-7447, 27-10081, 27-10082, 27-10083 and 27-10084

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

c: IDAHO SUPREME POTATOES LLC
KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Daniel Cho
To Call Writer Directly:
(312) 862-3660
daniel.cho@kirkland.com

300 North LaSalle
Chicago, IL 60654

(312) 862-2000

www.kirkland.com

RECEIVED
MAR 15 2018
DEPT OF WATER RESOURCES
SOUTHERN REGION

Facsimile:
(312) 862-2200

March 8, 2018

Fedex

Idaho Department of Water Resources
Atten: Trish Fawcett
650 Addison Ave W, STE 500
Twin Falls, ID 83301-5858

Re: Idaho Supreme Potatoes LLC - Water Rights Recordation

Dear Trish:

Enclosed please find the three (3) IDWR Forms, required documents and payment for the submission of (i) Notice of Change of Ownership, (ii) Assignment of Application for Permit, and (iii) Notice of Security Interest in a Water Right.

Please do not hesitate to contact me if you need any additional information.

Sincerely,



Daniel Cho

Enclosures