Form 42-248(6) 2/14

RECEIVED
FEB 06 2018
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO DEPARTMENT OF
WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
36-21787	36-2419		
36-10033	36-10037		
36-10035	~~47-10595~~		
36-2166			
36-15540			

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

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930

Overland Park, KS 66210

Phone _____

Email _____

4. Name of Water Right Owner/Claimant(s) Salmon Falls Land & Livestock Company

5. Expiration Date of Notification Period September 5, 2037

SUPPORT DATA

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO IN FILE # 36-2166

7. Signature(s) of Security Interest Holder(s)
   Metropolitan Life Insurance Company, a New York corporation
   By: David C. Russell
   Title, if applicable: Director

For Office Use Only

Receipted by DM Date 2-6-2018 Receipt No. 50360562 Fee $200-

Processed by AJ _____ Date _____ WR _____ Date _____

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 330
Fresno, California 93720

Loan Nos. 195965 and 199086

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

Instrument # 260750
GOODING COUNTY, GOODING, IDAHO
02-02-2018 13:34:45 No. of Pages: 37
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: $66.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

FA Ida 7837 17302480

(space above reserved for recorder's use)

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

(This Mortgage is executed in three (3) original counterparts for concurrent recording in Gooding, Owyhee and Twin Falls Counties, Idaho)

DATED: February 2, 2018

FROM: SALMON FALLS LAND & LIVESTOCK COMPANY, an Idaho corporation
95-A Bell Rapids Road
Hagerman, Idaho 83332 — MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: SSU Director — MORTGAGEE

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 330
Fresno, California 93720

Loan Nos. 195965 and 199086

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
02:11:53 PM 02-02-2018
2018001715
NO. PAGES 37 FEE: $118.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

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

FA Id. 7837 17302480

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a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: SSU Director — MORTGAGEE

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

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 330
Fresno, California 93720

Loan Nos. 195965 and 199086

Instrument # 295016
MURPHY, OWYHEE, IDAHO
2018-02-02 02:23:42 No. of Pages: 37
Recorded for: TITLEONE - BURLEY
ANGELA BARKELL Fee: $118.00
Ex-Officio Recorder Deputy: map
Index To: MISCELLANEOUS RECORDING
Electronically Recorded by Simplifile

FA Ida 7837 17302480

(space above reserved for recorder's use)

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Hagerman, Idaho 83332
MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: SSU Director
MORTGAGEE

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 330
Fresno, California 93720

Loan Nos. 195965 and 199086

FA Ido 7837 17302480

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TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: SSU Director — MORTGAGEE

METROPOLITAN LIFE INSURANCE COMPANY
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, California 93720
Attn.: Director, WRO

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mortgagor is the owner of the real property in Gooding, Owyhee and Twin Falls Counties, Idaho described on the attached Exhibit A.

Mortgagee has previously extended a loan to Mortgagor, Michael James Henslee and Lisa Henslee, husband and wife, Mark Whitney Henslee and Brenda Henslee, husband and wife, and Katherine Ann Henslee, an unmarried woman (collectively, "**Borrower**") in the original principal amount of FIVE MILLION FIVE HUNDRED THOUSAND and NO/100 DOLLARS ($5,500,000.00 (the "**2013 Loan**"), as evidenced by a Promissory Note made by Borrowers in favor of Lender dated May 7, 2013 (the "**2013 Note**") and a Loan Agreement dated May 7, 2013 (the "**Agreement**"). The 2013 Note is secured, in part, by the lien of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 7, 2013, executed and delivered by Borrowers for the benefit of Lender recorded in the Official Records of Twin Falls County, Idaho on May 13, 2013, under Instrument No. 2013010385 and recorded in the Official Records of Owyhee County, Idaho on May 13, 2013, under Instrument No. 280898 (collectively, the "**2013 Mortgage**") encumbering certain real property situated in Twin Falls and Owyhee Counties, Idaho, or more particularly described in the 2013 Mortgage (the "**2013 Real Property**"), together with certain related personal property (collectively, the "**2013 Property**").

Mortgagee has also agreed to make its additional loan no. 199086 (the "**2018 Loan**") to loan to Mortgagor in the original principal amount of FIVE MILLION and NO/100 DOLLARS ($5,000,000.00) on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note (the "**2018 Note**"), given to evidence such indebtedness, dated of even date herewith, under which the final payment of principal and interest pursuant to the 2018 Note will be due on September 5, 2031. The 2018 Note provides that the interest rate and payment terms may be adjusted.

The 2013 Note and the 2018 Note and any documents or instruments given in renewal, modification, substitution or addition to the either of them as originally issued, are collectively referred to herein as the "**Notes**." In connection with the 2018 Note and the loan evidenced

thereby, Mortgagee has required that Mortgagor enter into that certain Cross-Collateralization Agreement (the "**Cross-Collateralization Agreement**") dated as of even date herewith and executed between Mortgagor and Mortgagee to provide that the 2013 Loan and 2018 Loan are cross-defaulted and cross-collateralized.

The term "**Indebtedness**" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Notes including, without limitation, prepayment premiums, (b) any future amounts that Mortgagee may in its discretion loan to Borrower, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Borrower or expenses incurred by Mortgagee to enforce obligations of Borrower, as permitted under this Mortgage, with interest thereon as provided below, (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Borrower to Mortgagee under the provisions of the Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness, and (e) all other amounts owing to Mortgagee under the terms of the Notes, the Loan Agreement or this Mortgage.

To secure payment of the Indebtedness and performance of all obligations of Borrower under this Mortgage and the Agreement, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following, whether now owned or hereafter acquired:

A. The real property in Gooding, Owyhee and Twin Falls Counties, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "**Real Property**");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses, corrals, elevators, scales and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, grain dryers, storage bins, storage tanks, wet bins, top dry dryers, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the

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

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including without limitation, USDI Bureau of Land Management ("**BLM**") Decision No. I-12511 and BLM Right of Way No. I-20652 and those described on Exhibit A.

D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, engines, pipes, sprinklers, control panels, accessories, (ii) all livestock handling fixtures and other non-rolling stock necessary to run the farm and ranch business located on the Real Property, (iii) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (iv) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "**Equipment and Improvements**"), excluding rolling stock;

E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the

Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "**Income**"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred;

F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "Water Rights");

G. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;

H. All grazing leases, permits, allotments, licenses and privileges, including without limitation, State of Idaho Highway Permit Nos. 2-76-121 and 2-72-018, BLM Grazing Permit No. 1101916 on allotment nos. 01002 and 01142, and State of Idaho Grazing Lease No. G700211, exclusively omitting T08SR13E all of Section 16 (collectively, the "Permits") covering state or federally owned lands used or operated in connection with the Real Property, together with all renewals of such Permits and any such Permits acquired in the future;

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

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

The real and personal property described above is referred to as the "Property."

Mortgagor hereby grants to Mortgagee a security interest in the Income, the Water Rights, the Permits, Equipment and Improvements, and all Property constituting personal property (collectively, the "Personal Property").

This Mortgage is given and accepted on the following terms and conditions which Mortgagor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Mortgagor shall pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Mortgagor by this Mortgage, the Agreement, and the Notes.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good ranching operation practice and all farming and ranching operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Mortgagor shall operate and maintain the crops and ranching operations on the Property in accordance with good farming and ranching practices prevailing in Idaho.

2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.

2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value and utility. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the

Property, including, but not limited to mobile homes, fences, corrals, silos, elevators, grain and storage facilities and irrigation facilities.

2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.

2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.

2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.

2.8 Restrictions on Capital Expenditures. Mortgagor will not make capital expenditures in excess of $500,000 in the aggregate in any twelve-month period without first receiving Mortgagee's prior written approval, which approval may be withheld in Mortgagee's sole discretion.

2.9 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.

2.10 Grazing Permits and Licensees. Mortgagor covenants and agrees to renew the Permits upon or prior to their expiration date, to execute any instrument deemed necessary by Mortgagee to effect a collateral assignment or waiver of such renewals to the Mortgagee, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Permits and all renewals thereof. Mortgagor shall take no action which would adversely affect any

of such Permits or Mortgagor's preference status thereunder, and that in the event of foreclosure of this Mortgage, Mortgagor will waive all claims for preference under any such Permits upon demand from the purchaser at foreclosure sale of the Real Property, or any successor to such purchaser. Mortgagor further agrees that the lands covered by any lease, permit or privilege which Mortgagor, with the consent of Mortgagee, shall substitute for the Permits, shall be subject to the provisions of this Mortgage. Upon foreclosure and sale of the Real Property, title to the improvements held by Mortgagor on any federal or state lands covered by the Permits, together with Mortgagor's right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States or the State of Idaho, to the purchaser at such sale, and the Mortgagee is hereby authorized to execute, at its option, on behalf of the Mortgagor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Permits (or to any other lands) shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extend as though lands had originally been included herein as part of the Real Property, and further, that all of the terms, covenants, conditions and stipulations of this Mortgage, applicable to the Real Property, shall extend and be applicable to any lands hereafter so acquired.

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

3. TAXES, ASSESSMENTS AND LIENS

3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances

(defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.

3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within fifteen (15) days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.

3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.

3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

3.5 Farm or Forest Classification. Mortgagor agrees to maintain the agricultural use or forest lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use or forest lands.

4. PROPERTY DAMAGE INSURANCE

4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least

their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' written notice to Mortgagee.

4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. Proceeds shall be paid directly to the Mortgagee. The proceeds of any insurance on the Property shall be used first to pay the cost of collecting such proceeds, if any, and then to prepay first accrued interest and then principal of Mortgagor's Indebtedness, or, at the election of the Mortgagee, such proceeds may be used to repair or replace the damaged or destroyed improvements in a manner satisfactory to Mortgagee.

4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

5. WARRANTIES OF MORTGAGOR

5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions set forth in the title insurance policy issued to Mortgagee at closing (the "Permitted Encumbrances").

5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Notes and the execution and delivery of the Notes, the Agreement and this Mortgage will not contravene any provision of law or of the articles of organization or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.

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

6. CONDEMNATION

6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

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

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

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

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

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagor.

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

(a) Mortgagor pays the tax or charge imposed by the state tax, and

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

8. TRANSFER BY MORTGAGOR

8.1 Prohibition of Transfer Without Consent. Mortgagor shall not sell, lease, agree to sell or lease, assign, convey, subcontract, encumber or otherwise transfer any part or all of the Property or any interest in the Property, whether or not pursuant to existing rights of record, or any interest of more than ten percent (10%) of any entity constituting Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written

consent, shall be deemed to be a transfer of title to the Property:

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the crops and other farm products now or hereafter growing or grown on the Real Property made for operating financing that is made in compliance with the Agreement;

(b) Any lease of the Property, or portion thereof, with a term greater than one (1) year; or

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

8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

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

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Income, Water Rights, Receivables, Equipment and Improvements and Personal Property included in the

description of the Property, and Mortgagor hereby grants to Mortgagee a security interest therein.

9.2 Security Interest. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property and fixtures. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property and fixtures. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property and make it available to Mortgagee within three (3) days after receipt of written demand from Mortgagee.

9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. The Mortgagor is the record owner of the Property.

Name and address of Mortgagee (Secured Party) from whom information may be obtained:

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director

With a copy to:
Metropolitan Life Insurance Company
Agricultural Investments
205 E River Park Circle, Suite 430
Fresno, California 93720
Attn.: Director, WRO

And a copy to:
Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mailing address of Mortgagor (Debtor):

Salmon Falls Land & Livestock Company
95-A Bell Rapids Road
Hagerman, ID 83332

9.4 Assignment of Leases.

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

9.4.2 Mortgagor hereby represents, warrants, and agrees as follows:

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

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

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so. Although this Mortgage constitutes an absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof, all such Income from the Property (including, without limitation, all rental payments under the Leases).

9.4.4 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining

property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

10. RELEASE ON FULL PERFORMANCE

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall, if requested, execute and deliver to Mortgagor a suitable release or satisfaction of this Mortgage and suitable statements of termination of any financing statement on file. The satisfaction and filing fees shall be paid by Mortgagor.

11. DEFAULT

Any of the following shall constitute an event of default:

(a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.

(b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.

(c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or Mortgagor's failure to pay its debts as they become due, its admission in writing to an inability to pay its debts, the making by the Mortgagor of a general assignment for the benefit of creditors, or a judicial determination that Mortgagor is insolvent; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."

(e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Agreement within ten (10) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within ten (10) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.

(f) Any representation or warranty of Mortgagor contained herein or in the Agreement proving to be untrue or misleading in any material respect.

(g) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.

(h) Failure of Mortgagor, in the due, prompt and complete performance or observation of any covenant, agreement, condition, provision, representation, warranty or obligation contained in or secured by this Mortgage, the 2013 Mortgage or the Cross-Collateralization Agreement.

12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

(a) Mortgagee may declare the entire Indebtedness immediately due and payable.

(b) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Property by nonjudicial sale.

(c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.

(d) With respect to all or any part of the Property that constitutes personalty, Mortgagee may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the Personal Property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.

(e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the

obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

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

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

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

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

(a) Use, operate, manage, control and conduct business on the Property, including grazing of livestock and harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;

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

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

(d) Cancel or terminate any lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any lease or agreement subordinate to the lien of this Mortgage and extend or modify any lease and make any new leases on any portion of the Property.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Mortgagor on demand.

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

12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days prior to the time of the sale or disposition.

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

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on

any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. MISCELLANEOUS

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

13.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Real Property and shall apply to, bind and move to the benefit of the successors and assigns of Mortgagor and Mortgagee.

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

13.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

13.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Mortgagor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

13.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

13.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

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

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

13.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state

in which any of the Property is located, determining the rights and remedies of Mortgagee on default.

13.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.

13.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Notes of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagee is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

13.14 Exhibits. The following exhibits are attached hereto and made a part hereof as fully as if set forth herein:

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

13.15 Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which together shall constitute on and the same instrument.

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

13.17 Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

13.18 Amendment and Restatement. This Mortgage supersedes, amends, restates and replaces in its entirety that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 7, 2013,

executed and granted by Mortgagor in favor of Mortgagee recorded in the Official Records of Twin Falls County, Idaho on May 13, 2013, under Instrument No. 2013010385 and recorded in the Official Records of Owyhee County, Idaho on May 13, 2013, under Instrument No. 280898.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

SALMON FALLS LAND & LIVESTOCK COMPANY, an Idaho corporation

By: _____
Michael James Henslee, Its Vice President

By: _____
Mark Whitney Henslee, Its Vice President

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On 2nd ~~January~~ February 2018, before me, the undesigned, a Notary Public, personally appeared MICHAEL JAMES HENSLEE, known or identified to me, to be the Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

LAURY LAMB
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/3/2022

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On 2nd February 2018, before me, the undesigned, a Notary Public, personally appeared MARK WHITNEY HENSLEE, known or identified to me, to be the Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

LAURY LAMB
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/3/2022

EXHIBIT A
TO
MORTGAGE

Legal Description

The following real property situated in Owyhee County, Idaho:
PARCEL NO. 31:

In Township 13 South, Range 11 East, Boise Meridian, Owyhee County, Idaho
Section 25: All

In Township 13 South, Range 12 East, Boise Meridian, Owyhee County, Idaho
Section 28: Southwest Quarter
Section 29: South Half
Section 30: Government Lots 1, 2, 3 and 4, East Half of the Northwest Quarter, Northeast Quarter, East Half of the Southwest Quarter, Southeast Quarter
Section 31: Government Lots 1 and 2, East Half of the Northwest Quarter, Northeast Quarter
Section 33: Northwest Quarter, that portion of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter and Government Lot 1 lying East of the center of Devil Creek, that part of the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter and Government Lot 1 lying West of Devil Creek
Section 34: Northwest Quarter, North half of the Southwest Quarter, Government Lots 3 and 4

In Township 14 South, Range 12 East, Boise Meridian Owyhee County, Idaho
Section 3: Government Lots 3 and 4, South Half of the Northwest Quarter, Southwest Quarter, the
West Half of the Southeast Quarter lying West of the County line
Section 10: Northwest Quarter, the Northeast Quarter lying West of the County line, Southwest Quarter, the Southeast Quarter lying West of the County line
Section 15: Northwest Quarter, the Northeast Quarter lying West of the County line, the Northwest Quarter of the Southeast Quarter lying West of the County line

The following real property situated in Twin Falls County, Idaho:

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 10: S½S½SE¼

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 11: NW¼SE¼

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 11: S½N½NE¼; S½NE¼

PARCEL NO. 4:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 11: SW¼; E½SE¼; SW¼SE¼

PARCEL NO. 5:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 12: S½NW¼NW¼; N½SW¼NW¼

PARCEL NO. 6:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 12: S½

PARCEL NO. 7:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: All

PARCEL NO. 8:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 14: N½; E½SW¼; N½SE¼; SW¼SE¼

PARCEL NO. 9:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 14: SE¼SE¼

PARCEL NO. 10:

TOWNSHIP 8 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 15: N½NE¼; N½S½NE¼

PARCEL NO. 11:

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

Section 7: Lots 7 and 8; SE¼SW¼; W½SE¼

PARCEL NO. 12:

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

Section 18: E½SW¼; W½SE¼

PARCEL NO. 12A:

A 15 foot wide easement for roadway purposes lying parallel with and adjacent to the Easterly boundary of said Old Oregon Trail to a point where said trail intersects the Northern Section line at the Northeast corner of the NW¼SW¼ of Section 18, Township 8 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho;

Thence East to the Northeast corner of the NW¼SW¼ of Section 18, Township 8 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho.

Thence South to the following described parcel, which parcel is also reserved out of the quit claim contained herein:

A portion of the SE¼ of Section 18, Township 8 South, Range 14 East of the Boise Meridian,

Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 18;

Thence along the Southerly boundary of said Section 18 South 89°15'32" West, 1,308.16 feet, more or less, to the Southeast corner of the W½SE¼ of said Section 18,

Thence along the easterly boundary of said W½SE¼ North 0°03'28" East, 713.33 feet to a point and said point being the REAL POINT OF BEGINNING;

Thence South 89°15'32" West, 1,089.00 feet to a point;

Thence North 0°03'28" East 800 feet to a point;

Thence North 89°15'32" East, 1,089.00 feet to a point on the Easterly boundary of said W½SW¼;

Thence along said Easterly boundary, South 0°03'28" West, 800.00 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 13:

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

Section 18: E½NW¼; W½NE¼; Lots 1,2,3 and 4

PARCEL NO. 14:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: S½

PARCEL NO. 15:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 24: All

PARCEL NO. 16:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 25: S½; NW¼, S½NE¼; NW¼NE¼

PARCEL NO. 17:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 26: S½

PARCEL NO. 18:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 34: NE¼; N½SE¼, Lots 1 and 2

PARCEL NO. 19:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 35: NW¼; N½SW¼; Lot 3; Lot 4

PARCEL NO. 20:

TOWNSHIP 13 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: All

PARCEL NO. 21:

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

Section 30: Lots 2, 3 and 4

PARCEL NO. 22:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 1: All

PARCEL NO. 23:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 2: All

PARCEL NO. 24:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 3: SW¼NE¼, East of County Line; E½SE¼; W½SE¼, East of County Line

PARCEL NO. 25:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 3: Lots 1 and Lots 2, East of the County Line; SE¼NE¼

PARCEL NO. 26:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 10: E½, East of County Line

PARCEL NO. 27:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 11: W½; NE¼; W½SE¼

PARCEL NO. 28:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 12: N½

PARCEL NO. 29:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 14: NW¼; N½SW¼; SW¼NE¼; NW¼SE¼

PARCEL NO. 30:

TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 15: NE¼, East of County Line; N½SE¼, East of County Line

The following real property situated in Gooding County, Idaho:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: S½

Section 34: SW¼SE¼; SW¼NW¼SW¼; E½NW¼SW¼; SW¼SW¼; and E½SW¼;

EXCEPTING THEREFROM the North 100 feet of the East 200 feet of the NE¼SW¼.

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

Section 3: West ½ of Lot 1; All Lots 2, 3 and 4;

Section 4: Lots 1 and 2; S½NE¼;

PARCEL NO. 2:
TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: That part of the SW¼NW¼ lying South and West of the Hagerman-Wendell Road, AND That part of the SE¼NW¼ lying South and West of the Hagerman-Wendell Road;

PARCEL NO. 3:
TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: N½NW¼NW¼SW¼; SW¼NW¼NW¼SW¼; SE¼NW¼NW¼SW¼; NW¼SE¼SE¼; NE¼SE¼SE¼; SW¼SE¼SE¼; SE¼SE¼SE¼;

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

Section 3: East ½ of Lot 1; W½SW¼NW¼; E½SW¼NW¼;
Section 4: W½NW¼SE¼; NE¼NW¼SE¼; SE¼NW¼SE¼;

EXHIBIT B
TO
MORTGAGE

Equipment

Pumps

Together with all irrigation equipment, including pumps, motors, engines, pipes, sprinklers, control panels, accessories, and all other irrigation equipment, including without limitation, pivots, drip systems, main and hand lines, valve openers, end plugs, risers, stems, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipelines, filter stations and equipment.

EXHIBIT C
TO
MORTGAGE

Water Rights

Water Right (License/Decree/ Claim Number)	Water Source	Priority Date	Water Use
36-2178	Ground Water	9/18/1952	Irrigation
36-10033	Ground Water	3/15/1975	Irrigation
36-10035	Ground Water	3/15/1981	Irrigation
36-2166	Ground Water	2/27/1952	Irrigation
36-15540	Waste Water	4/1/1954	Irrigation
36-2419	Ground Water	2/8/1960	Irrigation
36-10037	Ground Water	3/15/1974	Irrigation
47-10595	Trib of Devil Creek	7/1/1970	Stockwater/storage

LIST OF SPECIFIC WATER SHARES

CERTIFICATE NUMBER	NUMBER OF SHARES
North Side Canal Company:	
24418	10.00
26514	5.00
TOTAL SHARES:	**15.00**

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

April 19, 2018

METROPOLITAN LIFE INSURANCE COMPANY
10801 MASTIN ST STE 930
OVERLAND PARK KS 66210-1677

RE: Notice of Security Interest for Water Right/Permit No(s): 36-2166, 36-2178, 36-2419, 36-10033, 36-10035, 36-10037, 36-15540 and 47-10595

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 except on water right 47-10595 and has enclosed a computer-generated report for you.

Please note that water right 47-10595 is in the name of the Bureau of Land Management and Metropolitan Life Insurance Company cannot be added as a security interest holder on a water right not owned by Salmon Falls Land & Livestock Co. Inc. A copy of water right 47-10595 is enclosed for your reference. A $25 refund of the filing fee will be issued to TitleOne by the state controller's office within the next two weeks.

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 I

Enclosure(s)

c: Salmon Falls Land & Livestock Co Inc
TitleOne (17302480)

Fawcett, Trish

From: Fawcett, Trish
Sent: Thursday, April 19, 2018 12:19 PM
To: Marston, Sascha
Subject: Refund

Hi Sascha,

Please initiate a $25 refund from receipt S036562 to TitleOne, PO Box 177, Burley ID 83318 for overpayment on a Notice of Security Interest. Please reference TitleOne's file No. 17302480. Thank You!

Trish Fawcett
Technical Records Specialist
IDWR Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301
P 208.736.3033
F 208.736.3037
trish.fawcett@idwr.idaho.gov

RECEIVED
FEB 06 2018
DEPT OF WATER RESOURCES
SOUTHERN REGION

TitleOne
a title & escrow co.

February 5, 2018

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

RE: TitleOne File No. 17302480
Salmon Falls Land & Livestock Company

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Security Interest in a Water Right.
2. A copy of the recorded Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing.
3. TitleOne Corporation's check no. 135524 made payable to Idaho Department of Water Resources in the amount of $200.00 for the Notice of Security Interest.

Would you please make the necessary changes in the records to indicate the security interest with Metropolitan Life Insurance Company. Please send a receipted copy to this office.

Should you have any questions, or if TitleOne Corporation may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx