Form 42-248(6) 2/14

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 05 2017
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-8997 OK			
35-8664 OK			

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

   AXA Equitable Life Insurance Company
   c/o AXA Equitable AgriFinance, LLC
   4333 Edgewood Road NE
   Cedar Rapids, Iowa 52499-5223
   Phone _____
   Email _____

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

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) Stephen Noonan

   Title, if applicable Stephen Noonan, Investment Officer

For Office Use Only

Receipted by JB Date 9/5/2017 Receipt No. E043351 Fee $50.-

Processed by AJ _____ Date _____ WR JB Date Sept 7, 2017

SUPPORT DATA

IN FILE # 35-8664

Instrument # 211533
POWER COUNTY, IDAHO
08-31-2017 01:11:35 PM No. of Pages: 15
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHAREE SPRAGUE Fee: $45.00
Ex-Officio Recorder Deputy: maureen schelske
Electronically Recorded by Simplifile

FA-642967

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

Loan No. 60717246

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Mortgage") is made the 31 day of August, 2017 between Heritage Farms, LLC, an Idaho limited liability company, whose chief executive office is 2043 E. Center Street, Pocatello, Idaho 83201 and Driscoll III Limited Partnership, an Idaho limited partnership, whose chief executive office is 2043 E. Center Street, Pocatello, Idaho 83201, hereinafter called "**Mortgagor**," and AXA Equitable Life Insurance Company, a New York corporation, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104, hereinafter called "**Lender**."

WHEREAS, Heritage Farms, LLC, an Idaho limited liability company ("**Borrower**") is justly indebted to the Lender in the sum of Nine Million and No/100 Dollars ($9,000,000.00) ("**Loan**") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "**Note**") of even date herewith maturing July 1, 2037.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey,

Recorded Electronically
ID 211533
County Power
Date 8-31-17 Time 1:11
Simplifile.com 800.460.5657

FA-642967

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

Loan No. 60717246

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transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("**Real Estate**") situate in Bingham and Power Counties, State of Idaho, to wit:

See attached **Exhibit "A"**, which is incorporated herein by reference.

TOGETHER WITH (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on **Exhibit "B"** attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "**Collateral**"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

(b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the

proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("**UCC**") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and

Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an **"Event of Default"** under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Note, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality

of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

(e) Shared Collateral: In the event any of the Collateral for this Loan is the same as or included in collateral for a subsequent or prior loan (**"Other Lender Loan"**) by Lender or any of its affiliates or assigns, in the event of a Borrower default of this Loan or any Other Lender Loan, Lender may, at Lender's option, exercise any of its default remedies under this Mortgage or the mortgage of an Other Lender Loan.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term **"Mortgagor"** shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's right, power and authority to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

12. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

13. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "**Notice**") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o **AXA Equitable AgriFinance, LLC, 4333 Edgewood Rd. N.E., Cedar Rapids, Iowa 52499-5223, Attn: Investment Officer, Loan 60717246**, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

15. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day and year first above written.

Heritage Farms, LLC, an Idaho limited liability company

By: Driscoll Enterprises, LLC, an Idaho limited liability company

By: _____
Wallace Brock Driscoll,
Manager

STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

On this 29 day of Aug, 2017, before me, the undersigned notary public in and for said county and state, personally appeared Wallace Brock Driscoll, to me personally known, who, being by me duly sworn, did say that he is the Manager of Driscoll Enterprises, LLC, an Idaho limited liability company, Member of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

MELANIE HARWARD
NOTARY PUBLIC
STATE OF IDAHO

_____
Notary Public

My Commission Expires:

State of Idaho
Residing: Pocatello, Idaho
Comm. Expires: 10/26/2021

Driscoll III Limited Partnership, an Idaho limited partnership

By: Alkali Flats, LLC, an Idaho limited liability company, a General Partner

By: _____
Brock Driscoll, Member

STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

On this 29 day of Aug, 2017, before me, the undersigned notary public in and for said county and state, personally appeared Brock Driscoll, to me personally known, who, being by me duly sworn, did say that he is a Member of Alkali Flats, LLC, an Idaho limited liability company, the General Partner of the limited partnership that executed the within instrument; that he signed said instrument on behalf of said limited partnership as the sole general partner; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership.

(SEAL)

MELANIE HARWARD
NOTARY PUBLIC
STATE OF IDAHO

_____
Notary Public

My Commission Expires:

State of Idaho
Residing: Pocatello, Idaho
Comm. Expires: 10/26/2021

Tax statements for the real property described in this instrument should be sent to:

Heritage Farms, LLC
2043 E. Center Street
Pocatello, Idaho 83201

This document drafted by:

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Real property in the County of Bingham, State of Idaho, described as follows:

BINGHAM COUNTY:

PARCEL 1:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 28: S½SW¼, EXCEPT: ROAD RIGHT-OF-WAY ON THE SOUTH AND WEST SIDES THEREOF.

PARCEL 2:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 21: SW¼
SECTION 27: SE¼, EXCEPT: BEGINNING AT THE NE CORNER OF THE SE¼ OF SECTION 27; THENCE WEST 185 FEET; THENCE SOUTH 185 FEET; THENCE EAST 185 FEET; THENCE NORTH 185 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 34: E½NE¼, EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 39 THAT IS N. 89°26'46" W. 65.04 FEET AND N. 0°45'44" E. 1486.32 FEET TO A RIGHT-OF-WAY MARKER MARKED P.C. STA. 1081+68.30 50 LT. AND N. 0°16'52" W. 28.04 FEET FROM THE E¼ CORNER OF SAID SECTION 34;
AND RUNNING THENCE N. 0°16'52" W. ALONG SAID EAST RIGHT-OF-WAY LINE 106.38 FEET;
THENCE S. 87°23'18" W. 166.0 FEET;
THENCE S. 0°16'52" W. 103.00 FEET;
THENCE N. 88°33'36" E. 166.90 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 35: S½NW¼, EXCEPTING THEREFROM: A PARCEL OF LAND BEING ON THE EASTERLY SIDE OF THE CENTER LINE OF THE STATE HIGHWAY NO. 39 PROJECT NO. S-1721(14) 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 SW¼NW¼ OF SAID SECTION 35 DESCRIBED AS FOLLOWS TO-WIT:
BEGINNING AT THE NW CORNER OF THE SW¼NW¼ OF SAID SECTION;
THENCE S. 89°05'34" E. ALONG THE NORTH LINE OF SAID SW¼NW¼ A DISTANCE OF 36 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH THE 50 FEET EASTERLY FROM THE CENTERLINE AND OPPOSITE STATION 1079+01.07 OF SAID STATE HIGHWAY NO. 39, PROJECT NO. S-1721(14) HIGHWAY SURVEY;
THENCE S. 0°45'44" W. ALONG SAID PARALLEL LINE 1110.71 FEET TO A POINT OPPOSITE STATION 1067+90.36 OF SAID HIGHWAY SURVEY;
THENCE S. 0°33'15" W. 210 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SW¼NW¼;
THENCE N. 89°18'29" W. ALONG SAID SOUTH LINE 35 FEET, MORE OR LESS, TO THE SW CORNER OF SAID SW¼NW¼;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SW¼NW¼ A DISTANCE OF 1324 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 35: N½NW¼, EXCEPTING THEREFROM: A PARCEL OF LAND BEING ON BOTH SIDES OF THE CENTERLINE OF STATE HIGHWAY NO. 39 PROJECT NO. S-1721(14) 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 NW¼NW¼ OF SAID SECTION 35 DESCRIBED AS FOLLOWS TO-WIT:
BEGINNING AT THE NW CORNER OF SAID SECTION 35;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION, 1316 FEET, MORE OR LESS, TO THE SW CORNER OF THE NW¼NW¼ OF SAID SECTION;
THENCE S. 89°05'34" E. ALONG THE SOUTH LINE OF SAID NW¼NW¼ 36 FEET, MORE OR

LESS, TO A POINT IN A LINE PARALLEL WITH AND 50 FEET EASTERLY FROM THE CENTERLINE AND OPPOSITE STATION 1079+01.07 OF STATE HIGHWAY NO. 39, PROJECT NO. S-1721 (14) HIGHWAY SURVEY;
THENCE N. 0°45'44" E. ALONG SAID PARALLEL LINE 267.23 FEET TO A POINT OPPOSITE STATION 1081+68.30 OF SAID HIGHWAY SURVEY;
THENCE N. 1°54'17" E. 972.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 60 FEET EASTERLY FROM THE CENTERLINE AND OPPOSITE STATION 1091+41.91 OF SAID HIGHWAY SURVEY;
THENCE N. 1°44'09" E. ALONG SAID LAST PARALLEL LINE 85 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID SECTION;
THENCE N. 89°30'07" W. ALONG SAID NORTH LINE 63 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND BEGINNING AT A POINT THAT IS N. 89°19'39" W. 15.04 FEET TO THE CENTER LINE OF STATE HIGHWAY 39 PROJECT NO. FAP S 1721(14) AND N. 00°45'44" E. 1586.13 FEET ON A TANGENT AND S. 89°14'16" E. 50.0 FEET TO A RIGHT-OF-WAY MARKER AT P.C. STATION 1081+68.30 50 FEET RT. AND N. 01°54'17" E. 113.0 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF SAID HIGHWAY 39, ALL FROM THE W¼ CORNER OF SAID SECTION 35;
AND RUNNING THENCE N. 01°54'17" E. 276.89 FEET ALONG SAID RIGHT-OF-WAY;
THENCE N. 88°33'38" E. 315.18 FEET;
THENCE S. 01°54'17" W. 276.89 FEET;
THENCE S. 88°33'38" W. 315.18 FEET TO THE POINT OF BEGINNING.

POWER COUNTY:

PARCEL 1:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO.
SECTION 33: NE1/4

PARCEL 2:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 33: SE¼

SECTION 33: SW¼,

EXCEPTING THEREFROM: THE EXISTING RIGHT OF WAY OF NORTH PLEASANT VALLEY ROAD.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN THE S1/2 SW1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33, MONUMENTED WITH A 5/8" REBAR WITH ALUMINUM CAP; THENCE SOUTH 89°58'01" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 2029.42 FEET; THENCE NORTH 00°01'59" EAST, LEAVING SAID SOUTH LINE, 231.70 FEET, TO THE TRUE POINT OF BEGINNING, MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°58'01" WEST, 688.31 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°01'59" EAST, 111.44 FEET; THENCE SOUTH 89°58'01" EAST, 688.31 FEET; THENCE SOUTH 00°01'59" WEST, 111.44 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A TRACT OF LAND IN THE SE1/4 SE1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 SW1/4 (S1/4 CORNER) OF SAID SECTION 33, SAID POINT BEING MARKED WITH A 5/8" REBAR AND ALUMINUM CAP STAMPED PLS 843; THENCE NORTH 00°13'42" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-

WAY LINE OF NORTH PLEASANT VALLEY ROAD, SAID POINT BEING MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, TRUE POINT OF BEGINNING; THENCE NORTH 89°58'01" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 609.16 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°01'59" EAST, LEAVING SAID NORTHERLY LINE, 313.14 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE NORTHEAST CORNER OF QUITCLAIM DEED INST. NO. 192404; THENCE SOUTH 89°58'01" EAST, 610.22 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION, SAID POINT BEING MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°13'42" WEST, ALONG SAID NORTH-SOUTH CENTERLINE, 313.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 32: SE1/4; E1/2NE1/4; E1/2SW1/4,

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CLOSING CORNER COMMON TO SECTIONS 32 AND 33, MONUMENTED WITH A 5/8" IRON PIN WITH ALUMINUM CAP MARKED PLS 843, AND ALSO BEING A POINT ON THE CENTERLINE OF NORTH PLEASANT VALLEY ROAD, THENCE SOUTH 89°54'44" WEST ALONG SAID CENTERLINE 1523.59 FEET; THENCE NORTH 00°05'16" WEST LEAVING SAID CENTERLINE, 30.00 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SAID NORTH PLEASANT VALLEY ROAD, MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 00°05'16" WEST 291.83 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE NORTH 89°54'44" EAST 186.10 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE SOUTH 00°05'16" EAST 137.00 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE NORTH 89°54'44" EAST 49.56 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE SOUTH 00°05'16" EAST 154.82 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843, SAID POINT ALSO BEING A POINT ON SAID NORTHERLY RIGHT OF WAY OF A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843 SAID NORTH PLEASANT VALLEY ROAD; THENCE SOUTH 89°54'44" WEST ALONG SAID NORTHERLY RIGHT OF WAY, 235.66 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PART OF THE SE1/4 SE1/4 OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, B.M., POWER COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST 30.00 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE NORTH 89°58'29" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAPLE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF NORTH PLEASANT VALLEY ROAD AND THE POINT OF BEGINNING; THENCE NORTH 89°58'29" WEST 1225.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°04'38" EAST 711.18 FEET; THENCE SOUTH 89°58'29" EAST 1225.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAPLE ROAD; THENCE SOUTH 00°04'38" WEST 711.18 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PARCEL 4:
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO.
SECTION 33: NW1/4

EXHIBIT B

PERSONAL PROPERTY

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "**Real Estate**"), and the products and proceeds thereof:

1. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights.

2. **Water Rights: (Decreed)** 35-2456, 35-2733, 35-7905, 35-2719, 35-2610, 35-2480, 35-2484; **(Application)** 35-8997; **(License)** 35-8664; **(Shares)** Certificate no. 4563 representing 160 shares with the Aberdeen Springfield Canal Company.

3. **Irrigation Equipment**: Seventy-nine (79) wheel lines (1/4 miles each) and Eight (8) pumps/motors of various horsepower.

State of Idaho
DEPARTMENT OF WATER RESOURCES
900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 7, 2017

AXA Equitable Life Insurance Co
c/o AXA Equitable Agrifinance LLC
4333 Edgewood Rd NE
Cedar Rapids IA 52499

RE: Notice of Security Interest in a Water Right 35-8997 & 35-8664

Dear Water Right Holder(s):

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

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing an security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Wallace Driscoll