

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.
35-7611B <i>OK</i>	35-14320 <i>OK</i>		
35-7611A <i>OK</i>	35-7914 <i>OK</i>	<i>included in legal</i>	
35-14317 <i>OK</i>	35-2632 <i>OK</i>		
35-14318 <i>OK</i>	35-8218 <i>OK</i>		
35-14319 <i>OK</i>	35-7973 <i>OK</i>	<i>included in legal</i>	

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

Rabo Agrifinance, Inc.

12443 Olive Blvd., Suite 50

St. Louis, Missouri 63141

Phone 314-317-8000

Email cheryl.vost@raboag.com

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

Lance Funk

5. Expiration Date of Notification Period

August 1, 2031

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

Melrose Battelger
Melrose Battelger, AUP

For Office Use Only

Received by JB

Date

7/26/2016

Receipt No.

E042305

Fee

\$1075 -

Processed by AJ

Date

WR

JB

Date

1/4/2017

SUPPORT DATA

IN FILE # 35-2448A

\$250. - for this app

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 26 2016

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.

need to check legal

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-14243 <i>OK</i>	35-14241 <i>OK</i>		
35-14081 <i>OK</i>	35-14242 <i>OK</i>		
35-14084 <i>OK</i>	35-2825A <i>OK</i>		
35-14089 <i>OK</i>	35-14240 <i>OK</i>		
35-14092 <i>OK</i>			

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☐ NO

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Title, if applicable

Melissa Batteiger
Melissa Batteiger AVP

For Office Use Only

Received by *JB*

Date *7/26/2016*

Receipt No. *E042305*

Fee *\$1075. -*

Processed by AJ

Date

WR *JB*

Date *11/4/2017*

#225 - for this app

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 26 2016
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right
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or final action to amend, transfer, or otherwise modify the water right(s)

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** check legal*

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-2833D <i>* OK</i>	35-4020A <i>OK</i>	35-14198 <i>OK</i>	35-14208 <i>OK</i>
35-2448A <i>* OK</i>	35-7596 <i>OK</i>	35-14200 <i>OK</i>	35-14082 <i>* OK</i>
35-2833C <i>* OK</i>	35-14235 <i>* OK</i>	35-14202 <i>OK</i>	35-14085 <i>* OK</i>
35-7418 <i>OK</i>	<i>WA</i> 35-7964 <i>* Sold to Buffalo River</i>	35-14204 <i>OK</i>	35-14090 <i>* OK</i>
35-14196 <i>OK</i>	35-7969 <i>* OK</i>	35-14206 <i>OK</i>	35-14093 <i>* OK</i>

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

Title, if applicable

Melissa Batteiger
Melissa Batteiger AUP

1 WR NOT APPURTENANT SOLD TO Buffalo River in 2015.

For Office Use Only

Received by *JB*

Date *7/26/2016*

Receipt No. *E042305*

Fee *\$1075.*

Processed by AJ

Date

WR *JB*

Date *1/4/2017*

\$500 - for this app.

FA-589269

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

Instrument # 209440

POWER COUNTY, IDAHO
07-26-2016 02:58:31 PM No. of Pages: 20
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHARIE SPRAGUE Fee: \$67.00
Ex-Office Recorder Deputy: maureen schelake
Electronically Recorded by Simplifile

Space above this line for Recorder's Use

Funk 2016

Real Estate Term Loan: 10076400 /cav
Real Estate Line of Credit: 22105089 (10086700) /cav
Real Estate Term Loan (2): 10496300 /cav
Real Estate Term Loan - New: 22109547 /cav

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Power and Bingham Counties, Idaho)

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

This mortgage is dated as of July 18, 2016. It is by LANCE FUNK aka LANCE D. FUNK, individually, LANCE D FUNK, as his sole and separate property, LANCE DONALD FUNK a/k/a LANCE D. FUNK a/k/a LANCE D FUNK a/k/a LANCE FUNK a/k/a LANCE DON FUNK ("Lance Don Funk") and LISA IRIGOYEN FUNK a/k/a LISA I. FUNK a/k/a LISA FUNK ("Lisa Irigoyen Funk"), husband and wife, and LANCE FUNK AND LISA FUNK, husband and wife, dba LANCE FUNK FARMS ("Lance & Lisa Funk") (Lance Don Funk and Lisa Irigoyen Funk are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to \$23,600,000.00 in loans to Grantor under the terms and conditions of the Amended and Restated Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Power and Bingham Counties, Idaho, and described in EXHIBIT A-1 and EXHIBIT A-2 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being

situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) all other real or personal property described in EXHIBIT B; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of October 12, 2010, from Grantor to Lender in the original principal amount of \$5,700,000.00; (ii) the Amended and Restated Real Estate Line of Credit Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$6,700,000.00; (iii) the Real Estate Term Loan (2) Note dated as of June 18, 2012, from Grantor to Lender in the original principal amount of \$6,200,000.00; (iv) the Real Estate Term Loan - New Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$5,000,000.00 (the Real Estate Term Loan Note, the Amended and Restated Real Estate Line of Credit Note, the Real Estate Term Loan (2) Note, and the Real Estate Term Loan - New Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that

arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

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

3. **Note Maturity Date.** The latest date on which any Note matures is August 1, 2031.

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

5. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

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

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties

and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) Lance & Lisa Funk Partnership, each has its place of business, or its chief executive office, if it has more than one place of business, is located at the address adjacent to its signature below; (j) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (k) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (l) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (m) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (n) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagees or Secured Parties; (o) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (p) Grantor is not the subject of any Judgment; (q) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (r) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (s) before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagees or Secured Parties in the Environmental Information; (t) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (u) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (v) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (w) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (x) unless otherwise disclosed to Mortgagees, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

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

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

mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

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

11. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

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

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

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

15. **Prohibited Transfers**. Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or

transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

16. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 19, including but not limited to appraisals, inspections, insurance premiums, and prevention of waste, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

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

18. **Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (f) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. **Remedies.** At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured

party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefrom, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

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

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

22. **Notices.** All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Loan Closing Department; if to Secured Parties other than Lender, c/o Rabobank, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

23. **Mortgages.** Without affecting the personal liability of any Person, including Grantor and Borrower, for the payment of the Secured Obligations or the lien of this mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any person liable for

cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

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

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

35. **Binding Effect: Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee. Any individual signing this mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this mortgage.

36. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. **Miscellaneous.** This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the

payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

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

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

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

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

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

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

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

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

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

validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

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

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

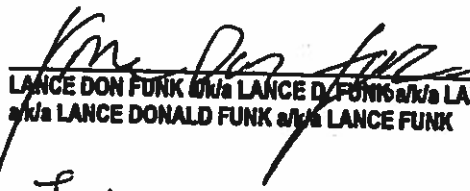
40. **Future Advances.** Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

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

GRANTOR

Address for notices:
2765 Fairgrounds Road
American Falls, ID 83211

Address for notices:
2765 Fairgrounds Road
American Falls, ID 83211
Attention: Lance Don Funk


LANCE DON FUNK a/k/a LANCE D. FUNK a/k/a LANCE D FUNK
a/k/a LANCE DONALD FUNK a/k/a LANCE FUNK


LISA IRIGOYEN FUNK a/k/a LISA I. FUNK a/k/a LISA FUNK

Lance Don Funk and Lisa Irigoyen Funk, being husband and wife, and together sometimes doing business as "Lance Funk Farms"

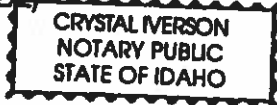
Address for notices:
2765 Fairgrounds Road
American Falls, ID 83211
Attention: Lance Don Funk

STATE OF IDAHO

COUNTY OF Bannock) SS

On this 25 day of July, in the year of 2016, before me, Crystal Iverson, a Notary Public, personally appeared LANCE DON FUNK (a/k/a LANCE D. FUNK a/k/a LANCE D FUNK a/k/a LANCE DONALD FUNK a/k/a LANCE FUNK), a married man, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)



Crystal Iverson
Notary Public

Printed Name:

Crystal Iverson

Poco Hillo, ID

My Commission Expires:

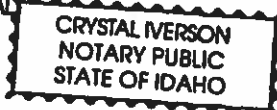
4/23/22

STATE OF IDAHO

COUNTY OF Bannock) SS

On this 25 day of July, in the year of 2016, before me, Crystal Iverson, a Notary Public, personally appeared LISA IRIGOYEN FUNK (a/k/a LISA I. FUNK a/k/a LISA FUNK), a married woman, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)



Crystal Iverson
Notary Public

Printed Name:

Crystal Iverson

Poco Hillo, ID

My Commission Expires:

4/23/22

EXHIBIT A-1

**Funk 2016
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

Legal Description of Real Estate

Power County, Idaho

POWER COUNTY:

PARCEL 1:

ALL OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2:

LOT 3, 4, EAST ½ OF THE SOUTHWEST ¼, AND THE SE¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 4:

SE¼ OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 5:

THE E½ E½ OF SECTION 33 AND THE W½ W½ OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SW¼SW¼ OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN IN POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34 WHICH IS MARKED BY A 5/8" REBAR AND ALUMINUM CAP PLS 843; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 740.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°05'26" WEST 30.00 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD; THENCE NORTH 00°05'26" WEST 201.39 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843; THENCE EAST 504.24 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843 ON THE WESTERLY RIGHT OF WAY OF QUIGLEY ROAD; THENCE SOUTH 05°09'59" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 155.46 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843; THENCE WEST 66.18 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843; THENCE SOUTH 00°05'26" EAST 46.56 FEET TO A 1/2" REBAR AND PLASTIC CAP PLS 843, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD; THENCE SOUTH 00°05'26" EAST 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE WEST ALONG SAID SOUTH LINE 423.82 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO; THENCE NORTH ONE MILE; THENCE WEST 50 FEET; THENCE SOUTH ONE MILE; THENCE EAST 50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PARCEL OF LAND IN SECTIONS 33 AND 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE W1/16 CORNER ON THE SOUTH LINE OF SAID SECTION 34, MONUMENTED WITH A 5/8" REBAR WITH ALUMINUM CAP STAMPED PLS 843; THENCE NORTH 89°57'49" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1287.09 FEET; THENCE FROM A TANGENT BEARING OF NORTH 76°29'54" WEST ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1047.92 FEET, THROUGH A CENTRAL 250°04'55", FOR AN ARC LENGTH OF 4573.91 FEET TO A POINT ON THE W1/16 LINE OF SAID SECTION 34; THENCE SOUTH 0°03'15" EAST ALONG SAID W1/16 LINE 1136.89 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A STRIP OF LAND 30 FEET WIDE DESCRIBED AS THE NORTH, SOUTH AND EAST, 30.00 FEET OF THE ABOVE DESCRIBED PARCEL FOR COUNTY ROAD RIGHT OF WAYS.

**ALSO EXCEPTING THEREFROM: PART OF THE EAST ½ EAST ½ SECTION 33 AND PART OF THE WEST ½ WEST ½ SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 33; THENCE N 90°00'00" W 1320.75 FEET ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF THE EAST ½ EAST ½ OF SECTION 33; THENCE N 00°04'49" W 2081.90 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID EAST ½ EAST ½ TO THE CENTERLINE OF AN EXISTING FARM ROAD; THENCE N 89°59'43" E 2640 FEET, MORE OR LESS, ALONG THE CENTERLINE OF SAID FARM ROAD TO A POINT ON THE EAST LINE OF THE WEST ½ WEST ½ OF SECTION 34; THENCE S 00°05'26" E 2082.13 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID WEST ½ WEST ½; THENCE N 90°00'00" W 1319.63 FEET ALONG THE SOUTH LINE OF SECTION 34 TO THE POINT OF BEGINNING.**

PARCEL 6:

LOTS 1, 2, 3, AND 4; E1/2 SE1/4; SE1/4 NE1/4; SW1/4 SE1/4; S1/2 NW1/4; SW1/4 NE1/4; NW1/4 SE1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

LOTS 1, 2, 3, AND 4; S1/2 NE1/4; S1/2 NW1/4 OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 0°02' EAST ALONG THE EAST LINE OF SAID SECTION, 25 FEET; THENCE SOUTH 89°58' WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°02' EAST, 295.20 FEET; THENCE SOUTH 45°00' WEST, 417.72 FEET; THENCE NORTH 89°58' EAST, 295.20 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 0°00'54" WEST, ALONG THE EAST LINE OF SAID SECTION 25.00 FEET; THENCE SOUTH 89°58'00" WEST, 320.20 FEET TO THE SOUTHWEST CORNER OF LOUIE BURGEMEISTER PROPERTY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°58'00" WEST, 215.00 FEET; THENCE NORTH 0°00'54" WEST, 150.00 FEET; THENCE NORTH 89°58'00" EAST, 365.13 FEET TO THE NORTHWESTERLY LINE OF SAID LOUIE BURGEMEISTER PROPERTY; THENCE SOUTH 45°00'00" WEST, ALONG SAID NORTHWESTERLY LINE, 212.36 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND LOCATED IN LOT 1, SECTION 4, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH AN IDAHO

DEPARTMENT OF TRANSPORTATION MONUMENT BEARS SOUTH 00°01'31" EAST, 3.40 FEET; THENCE SOUTH 00°01'31" EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 186.00 FEET; THENCE NORTH 89°57'49" WEST, LEAVING SAID EAST LINE, 272.00 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°01'31" EAST, 200.00 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°57'49" WEST, 364.50 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°01'31" WEST, 386.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 89°57'49" EAST, ALONG SAID NORTH LINE, 636.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°57'49" WEST, ALONG THE NORTH LINE OF SAID SECTION, 234.00 FEET; THENCE SOUTH 00°01'31" EAST, LEAVING SAID NORTH LINE, 186.00 FEET; THENCE NORTH 89°57'48" WEST, 38.00 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°01'31" EAST, 200.00 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 89°57'49" EAST, 272.00 FEET TO A POINT ON THE EAST LINE OF SECTION 4; THENCE NORTH 00°01'31" WEST, 386.04 FEET ALONG THE SAID EAST LINE OF SECTION 4, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: THE EASTERLY AND NORTHERLY 30.00 FEET TO THE ABOVE DESCRIBED PARCEL FOR COUNTY ROAD PURPOSES

PARCEL 7:

N1/2 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 28 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXCEPTING THEREFROM: A SMALL PARCEL OF LAND IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 12 USED FOR SCHOOL PURPOSES.

PARCEL 8:

THE NORTH HALF OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO.

EXCEPT:

A PARCEL OF LAND IN THE NE1/4 OF THE NE1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 25 FEET SOUTH AND 25 WEST OF THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST A DISTANCE OF 260.0 FEET, MORE OR LESS, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AN EXISTING COUNTY ROAD TO A POINT; THENCE SOUTH A DISTANCE OF 223.38 FEET, MORE OR LESS, TO A POINT; THENCE EAST A DISTANCE OF 260.0 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF AN EXISTING COUNTY ROAD; THENCE NORTH ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 223.38 FEET TO A POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE NE1/4NE1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16 MONUMENTED WITH AN IDAHO TRANSPORTATION DEPARTMENT BRASS CAP IN MONUMENT WELL; THENCE SOUTH 0°01'43" WEST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 409.00 FEET; THENCE NORTH 89°55'28" WEST LEAVING SAID EAST LINE 365.00 FEET; THENCE NORTH 0°01'43" EAST TO A POINT ON THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 409.00 FEET; THENCE SOUTH 89°55'28" EAST ALONG SAID NORTH LINE 365.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A TRACT OF LAND IN THE NE1/4 NE1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 16, MONUMENTED WITH AN IDAHO TRANSPORTATION DEPARTMENT BRASS CAP IN MONUMENT WELL; THENCE NORTH 89°55'28" WEST, ALONG THE NORTH LINE OF SAID SECTION, ALSO BEING THE NORTH LINE OF A PARCEL OF LAND DESCRIBED ON QUITCLAIM DEED INST. #188429, A DISTANCE OF 365.00 FEET TO THE NORTHWEST CORNER OF SAID DEED, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°01'43" WEST, LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID DEED, A DISTANCE OF 339.22 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°55'28" WEST, LEAVING SAID WEST LINE, 403.51 FEET; THENCE NORTH 00°01'43" EAST, 339.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89°55'28" EAST, ALONG SAID NORTH LINE, 403.51 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9:

AN IRRIGATION LINE EASEMENT IN SECTIONS 33 AND 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING 50.00 FEET IN WIDTH, 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SECTION CORNER COMMON TO SAID SECTIONS 33 AND 34, SAID POINT BEING IN THE CENTERLINE OF NORTH PLEASANT VALLEY ROAD AND MARKED WITH A 5/8" REBAR AND ALUMINUM CAP STAMPED PLS 843; THENCE NORTH 00°06'40" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 00°06'40" WEST, CONTINUING ALONG SAID SECTION LINE, MORE OR LESS 2200.00 FEET OR AT THE END OF THE PROPERTY LINE.

PARCEL A:

S1/2 SW1/4 AND NE1/4 SW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL B:

E1/2 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL C:

N1/2 SE1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL D:

E1/2 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL E:

E1/2 NE1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL F:

NW1/4 AND N1/2 SW1/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL G:

W1/2 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL H:

SW1/4 OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL I:

SE1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL J:

NE1/4; E1/2NW1/4; GOVERNMENT LOTS 1 AND 6 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 29, E.B.M., POWER COUNTY, IDAHO

PARCEL K:

S1/2 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 28 E.B.M., POWER COUNTY, IDAHO

PARCEL M:

SW1/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO.

EXCEPT: A TRACT OF LAND IN GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 31; THENCE, S 00°01'34" E, ALONG THE WEST LINE OF SAID SECTION 342.00 FEET TO THE TRUE POINTE OF BEGINNING; THENCE, N 89°54'02" E, LEAVING SAID WEST LINE, 865.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE, S 00°01'34" W, 155.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO A 30 FOOT EASEMENT ALONG THE WEST SIDE OF SAID TRACT FOR THE EAST SIDE OF COUNTY LINE ROAD AND DESCRIBED AS THE W'LY 30.00 FEET OF THE ABOVE DESCRIBED TRACT.

PARCEL N:

NW¼ OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXHIBIT A-2

Funk 2016
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Bingham County, Idaho

BINGHAM COUNTY:

PARCEL 10:

THE SOUTH HALF SOUTHEAST QUARTER OF SECTION 19 AND THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, BINGHAM

COUNTY, IDAHO.

PARCEL 11:

**TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO.
SECTION 19: LOTS 1 AND 2; E1/2 NW1/4; W1/2 NE1/4; N1/2 SE1/4; SE1/4 NE1/4**

EXCEPT: THE NORTHERLY 577 FEET OF SAID SE1/4 NE1/4.

PARCEL 12:

**TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4; E1/2 SW1/4; SE1/4**

EXHIBIT B

**Funk 2018
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

Additional Property

**associated with mortgage by Lance Don Funk and Lisa Ingoyen Funk and Lance & Lisa Funk Partnership on land located in
Power and Bingham Counties, Idaho**

(list specific additional Property, if any)

**Private Water Rights numbered 35-7611B, 35-7611A, 35-14317, 35-14318, 35-14319, 35-14320, 35-7914, 35-2632, 35-8218
and 35-7973, 35-2833D, 35-2448A, 35-2833C, 35-7418, 35-14196, 35-4020A, 35-7596, 35-14235, 35-7964, 35-14198, 35-
14200, 35-14202, 35-14204, 35-14206, 35-14208, 35-14082, 35-14085, 35-14090, 35-14093, 35-14243, 35-14081, 35-14084,
35-14089, 35-14092, 35-14241, 35-14242, 35-2825A, 35-14240, 35-2189B, 35-11411, 35-14056, 35-14058, 35-7415, 35-14040,
35-7789, 35-14056, 35-14058**

Instrument # 199124

POWER COUNTY, IDAHO

10-18-2010 02:17:56 pm No. of Pages: 14
Recorded for: FIRST AMERICAN TITLE - POCATELLO OF
CHRISTINE STEINLICHT Fee: \$49.00
Ex-Officio Recorder Deputy: Jennifer J Rupp
Electronically Recorded by Simplifile

FA 333477
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

Space above this line for Recorder's Use

Lance Funk - RE term loan & RELOC

Real Estate Term Loan: 10076400/srs

Real Estate Line of Credit: 10086700/srs

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Power, Elmore and Bingham Counties, Idaho)

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

This mortgage is dated as of October 12, 2010. It is by LANCE D. FUNK ("Lance Funk") and LISA I. FUNK ("Lisa Funk"), husband and wife (Lance Funk and Lisa Funk are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to \$7,400,000.00 in loans to Grantor under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Power and Bingham Counties, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties,

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overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) subject to Section 45, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B; (n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession; (s) rights and interests under the Interest Hedging Agreements, including all rights to the payment of money from Secured Parties under the Interest Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Interest Hedging Agreements; (t) all other real or personal property described in EXHIBIT B; (u) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (v) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$5,700,000.00 (ii) the Real Estate Line of Credit Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$1,700,000.00 (the Real Estate Term Loan Note and the Real Estate Line of Credit Note are herein collectively, the "Note") and (iii) all Interest Hedging Obligations and all other indebtedness, liabilities and obligations of Grantor to Lender arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International") and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other

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Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$9,512,000.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Interest Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is January 1, 2026.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

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

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

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the

ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (j) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (l) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (m) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (o) Grantor is not the subject of any Judgment; (p) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (q) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (r) before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (s) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (w) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

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

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

would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

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

11. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

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

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

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

15. **Prohibited Transfers**. Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage,

lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor; or (e) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

16. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 21, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

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

18. **Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Interest Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 20, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 20; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. **Remedies.** At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may apply to any

court of competent jurisdiction for, and obtain appointment of, a receiver for the Property; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage; and GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 21. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy.

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

21. Notices. All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd., Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

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

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

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

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

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

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

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

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

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

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

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

32. **Waiver of Marshalling.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

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

34. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided, that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 17; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee. Any individual signing this mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this mortgage.

35. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

36. **Miscellaneous.** This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation

L.D.F. L.I.F.

Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

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

38. **Reservation of Right to Grant First Priority Security Interest in Crops.** Grantor reserves the right to obtain financing for purposes of payment of expenses incurred in the production of Grantor's crops ("Crop Financing"), secured by a first priority security interest in the Crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Grantor exercises its right to place a single crop lien on the Crops grown or to be grown on the Land, such crop lien shall automatically be a superior lien to the lien on the Crops created hereby without the need for any consent or subordination from Mortgagee.

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

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

L.D.F. L.I.F.

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

GRANTOR

Address for notices:

~~3853 East Road~~
American Falls, Idaho 83211

20160 Cedar Lane
C.D.F. L.I.F.

LANCE D. FUNK, AKA LANCE FUNK, Individually

Address for notices:

~~3853 East Road~~
American Falls, Idaho 83211

20160 Cedar Lane
C.D.F. L.I.F.

LISA I. FUNK, AKA LISA FUNK, Individually

STATE OF IDAHO

COUNTY OF Bannock) SS:

On this 15th day of October, 2010, before me, the undersigned Notary Public in and for said state, personally appeared Lance D. Funk AKA Lance Funk and Lisa I. Funk, AKA Lisa Funk, husband and wife; known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)



Crystal Iverson
Notary Public for Idaho
Residing at Bozeman, ID
My commission expires 4/23/11

EXHIBIT A

Lance Funk - RE term loan & RELOC
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

BINGHAM COUNTY:

PARCEL 1:

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO.
SECTION 19: LOTS 1 AND 2; E1/2 NW1/4; W1/2 NE1/4; N1/2 SE1/4; SE1/4 NE1/4
EXCEPT: THE NORTHERLY 577 FEET OF SAID SE1/4 NE1/4.

PARCEL 2:

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4; E1/2 SW1/4; SE1/4
EXCEPTING THEREFROM: STARTING AT THE WEST QUARTER CORNER OF SECTION
30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO;
THENCE SOUTH 175 FEET; THENCE EAST 315 FEET; THENCE NORTH 175 FEET; THENCE WEST
315 FEET TO THE POINT OF BEGINNING.

POWER COUNTY:

PARCEL 1:

S1/2 SW1/4 AND NE1/4 SW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 29 EAST,
BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2:

NW1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER
COUNTY, IDAHO.

PARCEL 3:

E1/2 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER
COUNTY, IDAHO.

PARCEL 4:

NE1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER
COUNTY, IDAHO.

PARCEL 5:

N1/2 SE1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN,
POWER COUNTY, IDAHO.

PARCEL 6:

E1/2 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER
COUNTY, IDAHO.

PARCEL 7:

E1/2 NE1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN,
POWER COUNTY, IDAHO.

PARCEL 8:

NW1/4 AND N1/2 SW1/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE
MERIDIAN, POWER COUNTY, IDAHO.

CDF. L.I.F

PARCEL 9:
W1/2 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 10:
SW1/4 OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 11:
SE1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 12:
THE SOUTH HALF OF LOT 3 AND ALL OF LOT 4; E1/2 SW1/4 SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

ELMORE COUNTY:

PARCEL 13:

A PARCEL OF LAND LYING IN A PORTION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 6 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 11 AND 14, T5S, R6E, B.M., ELMORE COUNTY, IDAHO; THENCE NORTH 89°42'15" WEST 685.00 FEET ALONG THE LINE COMMON TO SAID SECTIONS 11 AND 14; THENCE NORTH 0°00'23" WEST 35.70 FEET; THENCE SOUTH 89°46'10" WEST 695.85 FEET; THENCE SOUTH 0°00'23" EAST 267.00 FEET TO THE REAL POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°00'23" EAST 250.00 FEET; THENCE SOUTH 89°46'10" WEST 1281.45 FEET TO THE LINE COMMON TO SAID SECTION 14 AND SECTION 15; THENCE NORTH 0°03'43" EAST 250.00 FEET ALONG SAID LINE; THENCE NORTH 89°46'10" EAST 1281.15 FEET TO THE REAL POINT OF BEGINNING.

LDF. LIF.

EXHIBIT B

Lance Funk - RE term loan & RELOC
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing: all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds) including but not limited to the following water rights:

Water rights:

Decree 35-4020A for 4.26 CFS, priority of 02/26/1961 for 232.5 acres from well.
Decree 35-7596 for 1.00 CFS, priority of 04/16/1976 for 100.0 acres from well.
License 35-7838 for 2.78 CFS, priority of 01/22/1979 for 139.0 acres from well.
Decree 35-7964 for 3.65 CFS, priority of 03/23/1981 for 284.0 acres from well.
Decree 35-7969 for 4.85 CFS, priority of 03/23/1981 for 312.0 acres from well.
Decree 35-7246G for 2.80 CFS, priority of 09/05/1972 for 225.0 acres from well.
Decree 35-7959B for 1.20 CFS, priority of 03/18/1981 for 60.0 acres from well.
Decree 35-7960C for 1.57 CFS, priority of 03/18/1981 for 106.0 acres from well.
Decree 35-7965B for 0.52 CFS, priority of 03/23/1981 for 40.0 acres from well.
Decree 35-7968B for 1.03 CFS, priority of 03/23/1981 for 63.0 acres from well.
License 35-8660B for 0.84 CFS, priority of 10/26/1987 for 68.0 acres from well.
Decree 35-2448A for 1.83 CFS, priority of 01/16/1956 for 156.0 acres from well.
Decree 35-2833C for 1.12 CFS, priority of 08/25/1966 for 156.0 acres from well.
~~Decree 35-2620 for 4.42 CFS, priority of 11/28/1960 for 375.9 acres from well.~~
Decree 35-2832 for 3.99 CFS, priority of 08/25/1966 for 428.0 acres from well.
Decree 35-7418 for 6.18 CFS, priority of 05/10/1974 for 309.0 acres from well.
Decree 35-2825A for 4.66 CFS, priority of 05/04/1966 for 256.0 acres from well.

Decree 35-2833B, 2.96 cfs, priority of 8/25/1966 for 157 acres from well.

Lance Funk - RE term loan & RELOC
mortgage, Assignment of Rents, Security Agreement,
Fixture filing and Request for Notice

C.P.F. L.I.F.

Instrument # 209441

POWER COUNTY, IDAHO
07-25-2016 02:58:31 PM No. of Pages: 7
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHAREE SPRAGUE Fee: \$28.00
Ex-Officio Recorder Deputy: maureen schelske
Electronically Recorded by Simplifile

FA-589269

MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Real Estate Term Loan: 10076400 /cav
Real Estate Line of Credit: 22105089 (10086700) /cav
Real Estate Term Loan (2): 10496300 /cav
Real Estate Term Loan - New: 22109547 /cav

THIS AGREEMENT is made as of this 18TH day of July, 2016 between RABO AGRIFINANCE, INC., a Delaware corporation located and having its principal office at 12443 Olive Blvd., Suite 50, St. Louis, Missouri 63141 ("Lender"), and LANCE DON FUNK (a/k/a Lance D. Funk, Lance D Funk, Lance Donald Funk and Lance Funk) and LISA IRIGOYEN FUNK (a/k/a Lisa I. Funk and Lisa Funk), husband and wife, whose principal residence is 2765 Fairgrounds Road, American Falls, Idaho 83211 (whether one or more, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of a note dated October 12, 2010 for Five Million Seven Hundred Thousand and no/100 Dollars (\$5,700,000.00) and a note dated October 12, 2010 for One Million Seven Hundred Thousand and no/100 Dollars (\$1,700,000.00) ("Notes") made by LANCE D. FUNK, AKA LANCE FUNK and LISA I. FUNK AKA LISA FUNK and LANCE & LISA FUNK PARTNERSHIP, an Idaho general partnership DBA LANCE FUNK FARMS (whether one or more, "Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") of even date therewith executed by Grantor to Lender and recorded as Instrument #199124 in the records of Power County, Idaho; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
3. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's

or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.

4. Page 1, Second Paragraph is hereby amended and restated in its entirety as follows: RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("**Lender**") has agreed to make up to \$23,600,000.00 in loans to Grantor under the terms and conditions of the Amended and Restated Credit Agreement between Grantor and Lender dated as of the date of this Modification (the "**Credit Agreement**"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.
5. Page 2, Paragraph 1. Secured Obligations. is hereby amended and restated in its entirety as follows: Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4 and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "**Secured Obligations**") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$5,700,000.00(ii) the Amended and Restated Real Estate Line of Credit Note dated as of July 18, 2016, from Grantor to Lender in the original principal amount of \$6,700,000.00 (iii) the Real Estate Term Loan Note (2) dated as of June 18, 2012, from Grantor to Lender in the original principal amount of \$6,200,000.00 (iv) the Real Estate Term Loan Note - New dated as of July 18, 2016, from Grantor to Lender in the original principal amount of \$5,000,000.00 (the Real Estate Term Loan Note, the Amended and Restated Real Estate Line of Credit Note, the Real Estate Term Loan Note (2) and the Real Estate Term Loan Note - New are herein collectively, the "**Note**") and (vi) all Interest Hedging Obligations and all other indebtedness, liabilities and obligations of Grantor to Lender arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("**Rabobank International**") and/or Rabobank, N.A., a national banking association ("**RNA**"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "**Secured Parties**"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "**Secured Obligation Documents**"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.
6. Page 3, Paragraph 2. Future Secured Obligations. is hereby amended and restated in its entirety as follows: The Secured Obligations include future advances made by Mortgagee or Secured Parties, at

their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$23,600,000.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Interest Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section Error! Reference source not found. will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transactions in any amount.

7. Page 3. Paragraph 3. Note Maturity Date. The latest date on which any Note matures is August 1, 2031.
8. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

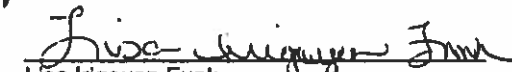
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER:
RABO AGRIFINANCE, INC.

By: Melissa Batteiger
Melissa Batteiger
Assistant Vice President

GRANTOR:


Lance Don Funk
(a/k/a Lance D. Funk, Lance D Funk,
Lance Donald Funk and Lance Funk)


Lisa Irigoyen Funk
(a/k/a Lisa I. Funk and Lisa Funk)

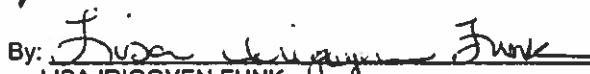
CONSENTED TO BY BORROWER:


LANCE DON FUNK

LISA IRIGOYEN FUNK

LANCE & LISA FUNK PARTNERSHIP, an Idaho general partnership,
dba LANCE FUNK FARMS

By: 
LANCE DON FUNK
General Partner

By: 
LISA IRIGOYEN FUNK
General Partner

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On the 22 day of July, 2014, before me, a Notary Public in and for the State of Missouri, personally appeared Melissa Bateiger, Assistant Vice President of Rabo Agrifinance, Inc., a Delaware corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

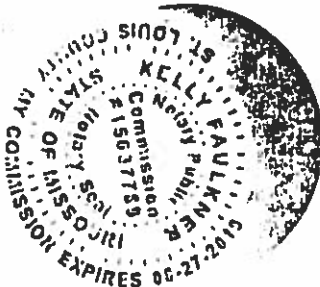
In witness whereof, I hereunto set my hand and official seal.

(SEAL)



[name printed]
Notary Public, State of Missouri

My commission expires:



STATE OF IDAHO)
COUNTY OF Bannock)

On the 25 day of July 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Lance Don Funk (a/k/a Lance D. Funk, Lance D Funk, Lance Donald Funk and Lance Funk), known to me to be the person who executed the within instrument and acknowledged to me that he executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.



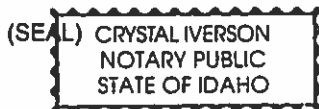
Crystal Iverson
[name printed] Crystal Iverson
Notary Public, State of Idaho

My commission expires: 4/23/22
Pocatello, ID

My commission expires:
STATE OF IDAHO)
COUNTY OF Bannock)

On the 25 day of July 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Lisa Irigoyen Funk (a/k/a Lisa I. Funk and Lisa Funk), known to me to be the person who executed the within instrument and acknowledged to me that she executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.



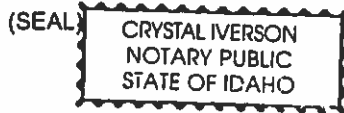
Crystal Iverson
[name printed] Crystal Iverson
Notary Public, State of Idaho

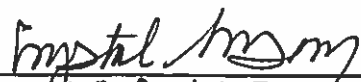
My commission expires: 4/23/22
Pocatello, ID

STATE OF IDAHO)
)
COUNTY OF Bannock)

On the 25 day of July 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Lance Don Funk and Lisa Irigoyen Funk, General Partners of Lance & Lisa Funk Partnership, an Idaho general partnership, dba Lance Funk Farms known to me to be the persons who executed the within instrument on behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.




[name printed] Crystal Iverson
Notary Public, State of Idaho

My commission expires: 4/28/22
Pocatello, ID