

STATE OF IDAHO DEPARTMENT OF
WATER RESOURCES

RECEIVED

NOV 02 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right

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

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

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

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

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

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

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

Metropolitan Life Insurance Company

10801 Mastin Blvd., Suite 930

Overland Park, KS 66210

Attn: Director

Phone

Email

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

Sunrise Organic Dairy, LLC/John Reitsma

5. Expiration Date of Notification Period

October 20, 2031

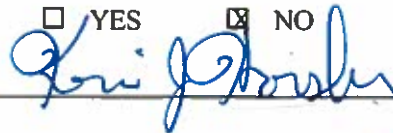
6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable



SUPPORT DATA

IN FILE # 310-2248

For Office Use Only

Received by A. SKINNER Date 11/2/2016 Receipt No. 5035792 Fee \$1150.00

Processed by AJ _____ Date _____ WR _____ Date _____

Exhibit A-Water Rights

JEROME COUNTY

Water Right #			Basis	Status	Priority Date	CFS	Source	Water Use
36	2310	B	Decreed	Active	11/20/1956	0.31	Well	COMM., STOCKWATER
36	2376	B	Decreed	Active	2/20/1959	0.04	Well	COMM., STOCKWATER
36	7351	B	Decreed	Active	7/16/1973	0.09	Well	COMM., STOCKWATER
36	7801		Decreed	Active	8/24/1978	0.89	Well	COMM., STOCKWATER
36	8005	B	Decreed	Active	12/8/1981	0.27	Well	COMM., STOCKWATER
36	8011	B	Decreed	Active	12/24/1981	0.14	Well	STOCKWATER
36	8014		Decreed	Active	11/4/1981	0.26	Well	COMM., STOCKWATER
36	8015		Decreed	Active	12/24/1981	0.46	Well	COMM., STOCKWATER
36	16046		Decreed	Active	10/19/1981	0.05	Well	COMM., STOCKWATER
36	16048		Decreed	Active	5/11/1957	0.08	Well	COMM., STOCKWATER
36	16050		Decreed	Active	11/20/1956	0.71	Well	COMM., STOCKWATER
36	16052		Decreed	Active	2/20/1959	0.08	Well	COMM., STOCKWATER
36	16054		Decreed	Active	7/16/1973	0.21	Well	COMM., STOCKWATER
36	16056		Decreed	Active	12/8/1981	0.61	Well	COMM., STOCKWATER
36	16396		Decreed	Active	12/8/1981	0.75	Well	COMM., STOCKWATER
36	2248		Decreed	Active	3/5/1954	2.74	Well	IRRIGATION
36	2249		Decreed	Active	3/5/1954	3.33	Well	IRRIGATION
36	2254	A	Decreed	Active	3/16/1954	4.36	Well	IRRIGATION
36	2284		Decreed	Active	5/16/1955	3.06	Well	IRRIGATION
36	2430		Decreed	Active	4/21/1960	3.5	Well	IRRIGATION
36	7688		Decreed	Active	4/6/1977	8.36	Well	IRRIGATION
36	8008		Decreed	Active	12/8/1981	0.84	Well	IRRIGATION
36	8401		License	Active	11/28/1988	0.68	Well	IRRIGATION
36	8402		License	Active	11/28/1988	0.84	Well	IRRIGATION
36	16045		Decreed	Active	10/19/1981	1.95	Well	IRRIGATION
36	16047		Decreed	Active	5/11/1957	3	Well	IRRIGATION
36	16049		Decreed	Active	11/20/1956	4.8	Well	IRRIGATION

36	16051	Decreed	Active	2/20/1959	0.54	Well	IRRIGATION
36	16053	Decreed	Active	7/16/1973	1.38	Well	IRRIGATION
36	16055	Decreed	Active	12/8/1981	4.12	Well	IRRIGATION
36	2254 B	Decreed	Active	3/16/1954	0.08	Well	DOMESTIC
36	8011 A	Decreed	Active	12/24/1981	0.15	Well	DOMESTIC
36	8016	Decreed	Active	12/24/1981	0.04	Well	DOMESTIC
36	8113	Decreed	Active	9/9/1982	0.08	Well	DOMESTIC
36	8163	License	Active	4/13/1983	0.06	Well	DOMESTIC
36	10907	Decreed	Active	6/20/1972	0.04	Well	DOMESTIC
36	14601	Decreed	Active	12/31/1954	0.04	Well	DOMESTIC
36	16751	Decreed	Active	10/1/1957	0.04	Well	DOMESTIC
36	2369	Decreed	Active	12/31/1958	3.95	Ground Water	IRRIGATION
36	7949	Decreed	Active	2/4/1981	1.41	Ground Water	IRRIGATION
36	15708	Decreed	Active	3/10/1960	3.1	Ground Water	IRRIGATION
36	16395	Decreed	Active	12/8/1981	0.62	Ground Water	IRRIGATION
36	14817	Decreed	Active	8/1/1965	0.23	Ground Water	STOCKWATER
36	14812	Decreed	Active	8/1/1959	0.07	Ground Water	STOCKWATER/DOMESTIC
36	14816	Decreed	Active	6/1/1970	0.23	Ground Water	STOCKWATER/DOMESTIC
36	14814	Decreed	Active	3/1/1964	0.07	Ground Water	STOCKWATER

THIS INSTRUMENT PREPARED BY:

Devin P. McComb
Stoel Rives LLP
600 University Street
Suite 3600
Seattle, WA 98101-4109
(206) 386-7633

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Central Regional Office
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director

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

Instrument # 2164266

JEROME COUNTY, JEROME, IDAHO
10-31-2016 03:22:58 PM No. of Pages: 44
Recorded for: TITLEONE - BURLEY
MICHELLE EMERSON Fee: \$139.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

(space above reserved for recorder's use)

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

(Jerome County, Idaho)

DATED: October 28, 2016

FROM: SUNRISE ORGANIC DAIRY, LLC
an Idaho limited liability company
JOHN REITSMA, an unmarried man
DIRK THOMAS REITSMA, a married man
329 South 417 East
Jerome, ID 83338

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210

MORTGAGEE

Mortgagor is the owner of the real and personal property in Jerome County, Idaho described on the attached Exhibit A and Exhibit B.

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Mortgagor is the owner of the real and personal property in Jerome County, Idaho described on the attached Exhibit A and Exhibit B.

Mortgagee has loaned or agreed to loan to Mortgagor, the original aggregate principal amount of THIRTY-ONE MILLION and NO/100 DOLLARS (\$31,000,000.00) on certain terms and conditions. Such amount will be repayable with interest according to the terms of (i) a promissory note in the amount of \$26,000,000.00 (the "Loan 198258 Note") and (ii) a promissory note in the amount of \$5,000,000.00, each given to evidence such indebtedness and each dated of even date herewith (the "Loan 198267 Note" and together with the Loan 198258 Note, the "Notes"). The final payment of principal and interest pursuant to the Loan 198258 Note will be due on October 20, 2031 and the final payment of principal and interest pursuant to Loan 198267 Note will be due on October 20, 2031. The Loan 198258 Note and the Loan 198267 Note and any documents or instruments given in renewal, modification, substitution or addition to Loan 198258 Note and/or Loan 198267 Note as originally issued, are collectively referred to herein as the "Notes." The Notes provide that the interest rate and payment terms may be adjusted. The loans are subject to those terms and conditions contained in a Loan Agreement of even date herewith between Mortgagor, as borrower, and Mortgagee, as lender (the "Loan Agreement").

This Mortgage, the Notes, the Loan Agreement, all assignments and any related documents (except any unsecured environmental indemnity agreements given by Mortgagor for the benefit of Mortgagee in connection with the Loan) are collectively referred to as the "Loan Documents."

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Notes, including without limitation, prepayment premiums, (b) the principal, interest and other amounts payable under the Loan 198258 Note, (c) the principal, interest and other amounts payable under the Loan 198267 Note, (d) any future amounts that Mortgagee may in its discretion loan to Mortgagor, with interest thereon, (e) any amounts expended or advanced by Mortgagee to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor, as permitted under this Mortgage, with interest thereon as provided below, and (f) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the provisions of the Loan Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

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

- A. The real property in Jerome County, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Real Property");

- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pump houses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;
- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;
- D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (v) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "Equipment and Improvements"), excluding rolling stock;

- E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing, including, without limitation, all payments under any leases or tenancies, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "Income"); reserving only the right to Mortgagor to collect the same as long as no default or Event of Default as defined in Section 11 below have occurred;
- F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "Water Rights");
- G. All milk, cream, and other dairy products (the "Dairy Products"), and all receivables thereof (the "Receivables");
- H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;
- I. All rights and/or interest arising under all other contracts, leases, permits, including, without limitation, any rights pursuant to those certain CAFO Permits transferred as a result of the April 26, 2016 purchase of Carney Farms in Jerome County, Idaho, and licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including without limitation all rights to collection and payment and all security interests and enforcement rights granted therein (the "Intangibles");
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and

- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other voluntary or involuntary disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing, except for such sale or other disposition in the ordinary course of Mortgagor's business.

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

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

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

1. **PAYMENT AND PERFORMANCE**

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

2. **POSSESSION AND MAINTENANCE OF THE PROPERTY**

- 2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.
- 2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good dairy operation custom and practice, and all farming and dairy operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Mortgagor shall operate and maintain the crops and dairy operations on the Property in accordance with good farming and dairy practices prevailing in Idaho.
- 2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.
- 2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements

satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value and utility. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to mobile homes, fences, corrals, dairy parlors, confinement facilities, silos, elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof \$100,000 for any single transaction or a total of \$250,000 in any fiscal year, upon replacing or substituting the same with a replacement of at least equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.

- 2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.
- 2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.
- 2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.
- 2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.
- 2.9 Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated including,

without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

3. TAXES, ASSESSMENTS AND LIENS

- 3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below), and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.
- 3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over Mortgagor's obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within fifteen (15) days, Mortgagor shall, upon demand by Mortgagee, deposit with Mortgagee cash, a sufficient corporate surety bond or other security in each case satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.
- 3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.
- 3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

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

4. PROPERTY DAMAGE INSURANCE

- 4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' written notice to Mortgagee.
- 4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of such loss or damage. In the event of any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to such damage or destruction (the "Restoration"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "Net Insurance Proceeds") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary

practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein, after payment in full of the Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

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

5. WARRANTIES OF MORTGAGOR

- 5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions approved by Mortgagee set forth in the title insurance policy issued to Mortgagee at closing (the "Permitted Encumbrances").
- 5.2 Defense of Title. Subject to the Permitted Encumbrances as noted in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
- 5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Notes and the execution and delivery of the Notes, the Loan Agreement and this Mortgage will not contravene any provision of law or of the articles of organization or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.
- 5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its officers, members, or managers, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

6. CONDEMNATION

- 6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.
- 6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

- 7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
- (a) A specific tax upon mortgages or deeds of trust or upon all or any part of the indebtedness secured by a mortgage.
 - (b) A specific tax on a mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
 - (c) A tax on a mortgage chargeable against the mortgagee or the holder of the note secured.
 - (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagor.
- 7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:
- (a) Mortgagor pays the tax or charge imposed by the state tax, and

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

8. TRANSFER BY MORTGAGOR

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

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the crops and other farm products now or hereafter growing or grown on the Real Property made for operating financing that is made in compliance with the Loan Agreement;
- (b) Any lease of the Property, or portion thereof other with a term greater than one (1) year; or
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

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

- 8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute Mortgagee's consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.
- 8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor sells Dairy Products produced at the Real Property, or any security interest granted in Dairy Products produced at the Real Property, or otherwise alter the operations or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee and by Horizon Organic Dairy, LLC, a Delaware limited liability company ("HOD"), pursuant to that certain Security Agreement of even date herewith by HOD in favor of Mortgagee and consented to by Mortgagor, or otherwise alter its operations or permit HOD to alter HOD's operations, in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's or HOD's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Notes. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

- 9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Equipment and Improvements and other Personal Property included in the description of the Property and Mortgagor hereby grants to Mortgagee a security interest therein.
- 9.2 Security Interest. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements and assignments of any financing statements identifying Mortgagor as secured party as Mortgagee deems appropriate to perfect its security interest in the Personal Property. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor.

Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the Personal Property and make it available to Mortgagee within three (3) days after receipt of written demand from Mortgagee.

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

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

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

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

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

Mailing address of Mortgagor (Debtor):

Sunrise Organic Dairy
John Reitsma
Dirk Reitsma
329 South 417 East
Jerome, ID 83338

9.4 Assignment of Leases.

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

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

- (a) Mortgagor is the sole holder of the landlord's interest under any leases, is entitled to receive the Income under any leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred;
- (b) Mortgagor has made no pledge or assignment of any leases or Income, other than to Mortgagee, and Mortgagor shall not, after the date hereof, make or permit any such pledge or assignment.

- 9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so. Although this Mortgage constitutes an absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a revocable license to collect, but not more than one (1) month prior to the due date thereof, all such Income from the Property (including, without limitation, all rental payments under any leases).
- 9.4.4 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, dry matter effluent agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder including, without limitation, Milk Supply Agreement by and between Mortgagor and Horizon Organic Dairy, LLC, a Delaware limited liability company, dated as of December 19, 2013 (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

- 9.5 Assignment of Milk Proceeds. As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Mortgagor's Dairy Products, in an amount and with priority sufficient to cover the monthly payments due on each of the Notes as adjusted under the provisions of the Loan 198258 Note and/or the Loan 198267 Note (as applicable), which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts.

10. RELEASE ON FULL PERFORMANCE

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

11. DEFAULT

Any of the following shall constitute an Event of Default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.
- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Mortgagor; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or

suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."

- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Loan Agreement within ten (10) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within ten (10) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.
- (f) Any representation or warranty of Mortgagor contained herein or in the Agreement proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.
- (h) An occurrence of a default or event of default under any of the 2012 Loan Documents.

12. RIGHTS AND REMEDIES ON DEFAULT

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

- (a) Mortgagee may declare the entire Indebtedness immediately due and payable.
- (b) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Property by nonjudicial sale.

- (c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.
- (d) With respect to all or any part of the Property that constitutes personalty, Mortgagee may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the Personal Property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.
- (e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.
- (f) Mortgagee shall have the right to apply to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (g) In the event Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of

the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.

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

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

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and
- (d) Cancel or terminate any Lease, Contract or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any Lease, contract or agreement subordinate to the lien of this Mortgage and extend or modify any Lease, Contract or agreement and make any new Leases, Contracts or agreements with respect to any portion of the Property.

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

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

- 12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days prior to the time of the sale or disposition.
- 12.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.
- 12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. MISCELLANEOUS

- 13.1 Time of Essence. Time is of the essence of this Mortgage.
- 13.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 13.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property. All of the grants, covenants, terms,

provisions and conditions herein contained shall run with the Real Property and shall apply to bind and move to the benefit of the successors and assigns of Mortgagor and Mortgagee.

- 13.4 Expenditure by Mortgagee. If Mortgagor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Mortgagor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate (as specified in the Notes), but not in any event at a rate higher than the maximum rate permitted at law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.
- 13.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.
- 13.6 Modification or Extension of Indebtedness: Release of Obligors. The taking by Mortgagee of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.
- 13.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property, without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.
- 13.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.
- 13.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected thereby.

- 13.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
- 13.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Mortgagee on default.
- 13.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.
- 13.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Notes of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.
- 13.14 Related Obligations. By executing, delivering and accepting this Mortgage, Mortgagor and Mortgagee acknowledge and agree that the terms of the Loan Agreement are applicable hereto and incorporated and restated herein by this reference. To the extent the terms of the Loan Agreement are expressly inconsistent with or in addition to those of this Mortgage, the Loan Agreement shall be controlling. As a result of the foregoing, Mortgagor and Mortgagee acknowledge and agree that unless, until and to the extent provided otherwise in a subsequent written agreement executed by Mortgagee:
- (a) the Notes are secured by this Mortgage;
 - (b) any default under the Loan Agreement, the Notes, including, without limitation the Loan Documents or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same (collectively, the "Related Loan Documents") shall constitute an Event of Default under this Mortgage;

- (c) any Default under the Notes or this Mortgage shall constitute a default under the Loan Agreement and all of the other Related Loan Documents;
- (d) any notice, grace and cure periods provided for in the Loan Agreement or any of the other Related Loan Documents shall run concurrently as to any given Default or Event of Default;
- (e) Mortgagee shall have the right to exercise any remedies under the Loan Agreement and other Related Loan Documents against any one or more properties or all of the properties at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties; and

Neither this Mortgage nor the cross-collateralization or cross-default of the Related Loan Documents shall be affected or impaired by (1) any election of remedies made by Mortgagee; (2) any inability of Mortgagee to recover any sums from any other obligor; (3) any impairment of Mortgagor's rights of subrogation, reimbursement, indemnity or contribution as against any other obligor, the inability of any obligor to pay any sum to any person, or any stay or prohibition against any other obligor's payment of any debt; (4) the bankruptcy or insolvency of any other obligor; (5) Mortgagee's unilateral release of, waiver of rights against or modification of the liabilities of any other obligor; (6) any failure of any of the Loan to close or to be fully disbursed; (7) the actual use of the proceeds of any of the Notes; (8) any other act, omission, agreement, modification, extension, consent, waiver, settlement, forbearance, action, foreclosure or transaction with respect to any of the Loan to the extent the same does not include an express written waiver of any particular rights or remedies against Mortgagor executed by Mortgagee; or (9) except as otherwise specifically agreed by Mortgagee in writing, any assignment, transfer or conveyance, in whole or in part, of the ownership interests in Mortgagor, Mortgagor's property, the ownership interests in Mortgagee or the Loan.

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

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

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

- 13.17 Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.
- 13.18 Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

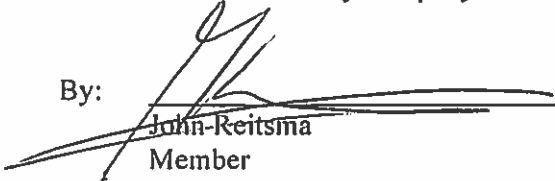
[Remainder of this page intentionally left blank.]

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

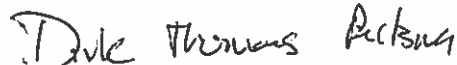
MORTGAGOR:

SUNRISE ORGANIC DAIRY, LLC,
an Idaho limited liability company

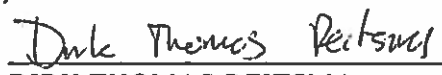
By:


John Reitsma
Member

By:


Dirk Thomas Reitsma
Member

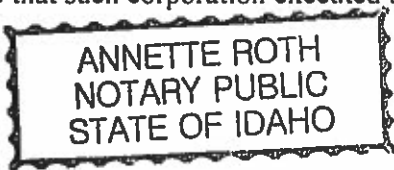

JOHN REITSMA


DIRK THOMAS REITSMA

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

On October 28, 2016, before me, Annette Roth, a Notary Public, personally appeared John Reitsma, known or identified to me (or proved to me on the oath of _____), to be a Member of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such corporation executed the same.

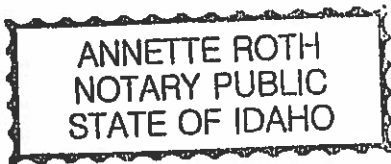


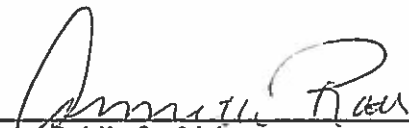


Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-04-2017

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

On October 28, 2016, before me, Annette Roth, a Notary Public, personally appeared Dirk Thomas Reitsma, known or identified to me (or proved to me on the oath of _____), to be a Member of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such corporation executed the same.

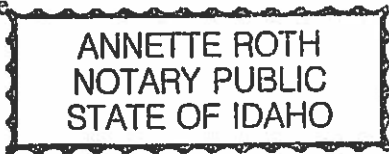




Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-04-2017

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

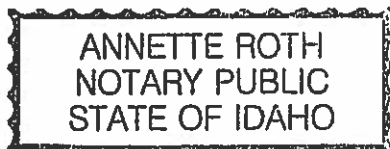
On October 28, 2016, before me, Annette Roth, a Notary Public, personally appeared JOHN REITSMA, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.



Annette Roth
Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-04-2017

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

On October 28, 2016, before me, Annette Roth, a Notary Public, personally appeared DIRK THOMAS REITSMA, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.



Annette Roth
Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-04-2017

**EXHIBIT A
TO
MORTGAGE**

Legal Description

Property Located in Jerome County, Idaho more particularly described as follows:

Tract I

A parcel of land located in Section 34, Township 8 South, Range 21 East Boise Meridian and in Section 3, Township 9 South, Range 21 East Boise Meridian, Jerome County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of said Section 3, from which the East Quarter corner of said Section 3 bears North 00°00'29" East, 2639.89 feet;
Thence South 89°53'08" West along the South boundary of said Section 3 for a distance of 2643.43 feet to the South Quarter corner of said Section 3;
Thence South 89°57'24" West along the South boundary of said Section 3 for a distance of 172.83 feet to corner number 8 of Farm Tract E;
Thence North 00°05'18" East along the boundary of said Farm Tract E for a distance of 596.79 feet to corner number 7 of Farm Tract E;
Thence North 88°22'27" East along the boundary of said Farm Tract E for a distance of 576.75 feet to corner number 6 of Farm Tract E;
Thence North 09°44'25" East along the boundary of said Tract E for a distance of 499.10 feet; Thence North 89°55'39" East for a distance of 44.45 feet;
Thence North 00°04'12" West for a distance of 1197.43 feet;
Thence South 89°50'09" West for a distance of 1556.93 feet to point on the South boundary of Farm Tract B;
Thence North 69°17'38" West along the boundary of said Farm Tract B for a distance of 457.21 feet to corner number 5 of Farm Tract B;
Thence the following courses and distances along the centerline of Lateral 3B921;
South 87°54'52" West for a distance of 242.22 feet; South 68°03'52" West for a distance of 950.40 feet;
South 89°57'52" West for a distance of 62.04 feet to a point on the West boundary of Section 3;
Thence leaving said Lateral centerline North 00°01'53" West along the West boundary of said Section 3 for a distance of 541.93 feet to the West Quarter corner of Section 3;
Thence North 00°01'34" West along the West boundary of said Section 3 for a distance of 2608.11 feet to the Northwest corner of Section 3;
Thence North 00°02'52" East along the West boundary of said Section 34 for a distance of 1356.19;
Thence South 89°57'08" East for a distance of 233.50 feet;
Thence North 00°02'52" East parallel with the West boundary of said Section 34 for a distance of 100.00 feet to a point on the centerline of EE Main Lateral;
Thence the following courses and distances along the centerline of EE Main Lateral:
North 81°29'56" East for a distance of 44.80 feet;
North 61°44'50" East for a distance of 44.52 feet;
North 45°33'17" East for a distance of 83.27 feet;
North 22°35'14" East for a distance of 80.74 feet;
North 10°17'15" East for a distance of 111.25 feet;
North 23°17'10" East for a distance of 51.55 feet;
North 76°06'14" East for a distance of 135.90 feet;
North 67°07'13" East for a distance of 136.06 feet;
North 83°40'25" East for a distance of 118.96 feet;

Exhibit A-1

Mortgage, Assignment of Rents, Security
Agreement and Fixture Filing
Reitsma 2016
Loan Nos. 198258 and 198267
88848443.3 0053564-00273

South 84°52'25" East for a distance of 167.94 feet;
North 78°08'11" East for a distance of 64.64 feet;
North 62°22'43" East for a distance of 121.48 feet;
North 86°33'01" East for a distance of 184.94 feet;
South 61°07'05" East for a distance of 330.71 feet;
South 73°48'16" East for a distance of 370.49 feet;
South 65°34'48" East for a distance of 142.49 feet;
South 89°48'56" East for a distance of 71.12 feet;
North 76°09'33" East for a distance of 67.90 feet;
North 68°39'43" East for a distance of 181.30 feet;
South 72°19'47" East for a distance of 119.13 feet;
South 57°55'00" East for a distance of 107.18 feet;
North 73°23'52" East for a distance of 142.13 feet;

Thence North 00°21'54" East leaving said EE Main Lateral centerline for a distance of 61.44 feet to corner number 3 of Farm Tract B in Section 34;

Thence North 67°16'19" East along the boundary of said Farm Tract B for a distance of 2063.29 feet to corner number 2 of Farm Tract B;

Thence South 89°55'20" East along the boundary of said Farm Tract B for a distance of 612.54 feet to corner number 1 of Farm Tract B and being the East boundary of said Section 34;

Thence South 00°03'46" West along the East boundary of said Section 34 for a distance of 2498.74 feet to the Southeast corner of said Section 34;

Thence South 00°01'59" East along the East boundary of said Section 3 for a distance of 2604.89 feet to the East Quarter corner of said Section 3;

Thence South 00°00'29" West along the East boundary of said Section 3 for a distance of 2639.89 feet to THE POINT OF BEGINNING.

TRACT II

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: NW¼; W½NE¼; SE¼NE¼; NE¼NE¼, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast corner of Section 16;

Thence West along the North line of Section 16, a distance of 674 feet;

Thence South parallel with the East line of Section 16, 327 feet;

Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;

Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

Section 17: NE¼NE¼; S½NE¼; SE¼; SE¼NW¼; E½SW¼;

Section 20: E½NE¼; N½SE¼; NE¼SW¼;

EXCEPTING THEREFROM a tract of land in the E½E½, Section 17 and NW¼NW¼, Section 16, Township 9 South, Range 21, East of the Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 17 also being the Northwest corner of said Section 16;

Reitsma

Loan No. 195737

Exhibit A-2

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said E½E½, Section 17;
Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said E½E½, Section 17;
Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;
Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;
Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;
Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;
Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

A tract of land in the E½E½ of Section 17, and the NW¼NW¼ of Section 16, more particularly described as follows:

Beginning at the Northeast corner of said Section 17, also being the Northwest corner of said Section 16;
Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said E½E½ Section 17;
Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said E½E½ Section 17;
Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;
Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;
Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;
Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;
Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: That part of the NE¼NE¼, described as follows:

Beginning at the Northeast corner of Section 16;
Thence West along the North line of Section 16, a distance of 674 feet;
Thence South parallel with the East line of Section 16, 327 feet;
Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;
Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 20: SE¼SW¼; S½SE¼;

Section 21: S½SW¼; SW¼SE¼;

Section 28: All of Section 28, EXCEPT Railroad right of way.

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Loan No. 195737

Exhibit A-3

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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Section 29: E½NE¼; SE¼;

Section 32: N½NE¼, EXCEPT Railroad right of way.

Section 33: N½NW¼; SE¼NW¼; NE¼, EXCEPT Railroad right of way.

EXCEPTING THEREFROM that part of the SE¼SE¼ of Section 28, Township 9 South, Range 21, East of the Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 28;

Thence North 0°02' West along the East boundary of said Section 28, 395.59 feet;

Thence South 79°00'21" West, 485.62 feet to THE TRUE POINT OF BEGINNING;

Thence continuing South 79°00'21" West, 154.50 feet;

Thence North 10°59'39" West, 55.00 feet; Thence North 79°00'21" East, 154.50 feet;

Thence South 10°59'39" East, 55.00 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that portion of the NE¼SE¼ of Section 28, described as follows:

Beginning at the East quarter corner of said Section 28, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence West along the North boundary of the NE¼SE¼, 909.75 feet;

Thence South parallel to the East boundary of the NE¼SE¼, 909.75 feet;

Thence East parallel to the North boundary of the NE¼SE¼, 909.75 feet to a point on the East boundary of the NE¼SE¼;

Thence North along the East boundary of the NE¼SE¼, 909.75 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: S½, EXCEPTING THEREFROM the highway.

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 17: SW¼NW¼; NW¼SW¼;

Section 18: N½SE¼; E½SW¼; SW¼SE¼;

PARCEL NO. 7:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 22: SE¼SW¼; S½SE¼;

Section 34: N½NW¼; N½NE¼;

Section 27: E½; NW¼SW¼; S½NW¼; NW¼NW¼; S½SW¼; NE¼SW¼, EXCEPTING THEREFROM the following described parcel of land:

From a Point of Beginning located 714.75 feet, more or less, North from the Southwest corner of Section 27, to the point

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Exhibit A-4

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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of intersection of said Section line or County road center line with the North boundary of the Oregon Short Line Railroad North Side Branch right of way;
Thence running North along the Section line or center line of said County road, 275.27 feet;
Thence North 78°46' East and parallel to the said railroad right of way center line, 2691.57 feet, more or less, to the point of intersection with the North-South mid-section line;
Thence South along said mid-section line 275.27 feet, more or less, to the point of intersection with the North railroad right-of way boundary;
Thence South 78°46' West and along said North railroad right of way boundary, 2691.57 feet, more or less, to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM railroad rights of way.

AND EXCEPTING THEREFROM that part of the SE¼, described as follows:

Beginning at the Southeast corner of Section 27 in Township 9 South, Range 21 E.B.M., said corner marked by a U.S.R.S. iron pipe with brass cap on top which shall be THE POINT OF BEGINNING;
Thence South 89°57'42" West along the south line of Section 27 for a distance of 55.42 feet to a ½" rebar;
Thence along a non-tangent curve to the left for a distance of 1170.50 feet to a ½" rebar, said curve having a radius of 976.97 feet, a delta angle of 68°38'44", and a long chord bearing of North 55°40'12" West, for a distance of 1101.74 feet;
Thence North 89°53'36" West for a distance of 1074.08 feet to a ½" rebar;
Thence North 05°03'10" West for a distance of 253.43 feet to a ½" rebar;
Thence South 83°13'10" West for a distance of 218.21 feet to a ½" rebar; Thence North 08°01'17" West for a distance of 188.89 feet to a ½" rebar;
Thence North 08°01'17" West for a distance of 58.27 feet to the southerly railroad right of way;
Thence North 78°48'15" East along said right of way for a distance of 2360.41 feet to a 5/8" rebar on the east line of Section 27;
Thence South 00°05'54" West along said section line for a distance of 1553.03 feet to THE POINT OF BEGINNING.

PARCEL NO. 7a:

A permanent easement and right of way, including the perpetual right to enter upon the excepted portion of the above described property in the SW¼ of Section 27, Township 9 South, Range 21 East of the Boise Meridian, for the purpose of constructing, maintaining and repairing underground pipelines for irrigation water as created in Easement Agreement recorded May 15, 1963 in Book 174 Page 53 as Instrument Number 154714, Jerome County records.

PARCEL NO. 8:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 27: NE¼NW¼;

PARCEL NO. 9:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 28: That part of the SE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 28;
Thence North 0°02' West along the East boundary of said Section 28, 395.59 feet;
Thence South 79°00'21" West, 485.62 feet to THE TRUE POINT OF BEGINNING;
Thence continuing South 79°00'21" West, 154.50 feet;

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Exhibit A-5

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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Thence North 10°59'39" West, 55.00 feet;
Thence North 79°00'21" East, 154.50 feet;
Thence South 10°59'39" East, 55.00 feet to THE TRUE POINT OF BEGINNING. AND

That portion of the NE¼SE¼, described as follows:

Beginning at the East quarter corner of said Section 28, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence West along the North boundary of the NE¼SE¼, 909.75 feet;
Thence South parallel to the East boundary of the NE¼SE¼, 909.75 feet;
Thence East parallel to the North boundary of the NE¼SE¼, 909.75 feet to a point on the East boundary of the NE¼SE¼;
Thence North along the East boundary of the NE¼SE¼, 909.75 feet to THE TRUE POINT OF BEGINNING.

TRACT III

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 4: A parcel of land located in Farm Tract "D", more particularly described as follows:

Commencing at the Southeast corner of said Section 4, from which the East quarter corner of said Section 4 bears North 00°01'53" West, 2639.66 feet;
Thence North 00°01'53" West along the Easterly boundary of Section 4 for a distance of 2138.74 feet to THE POINT OF BEGINNING;
Thence South 89°55'30" West for a distance of 30.00 feet to a point on the Westerly county road easement;
Thence South 89°55'30" West for a distance of 193.95 feet;
Thence North 00°01'53" West parallel with the Easterly boundary of Section 4 for a distance of 614.48 feet;
Thence North 89°55'30" East for a distance of 193.96 feet to a point on the Westerly county road easement;
Thence North 89°55'30" East for a distance of 30.00 feet to a point on the Easterly boundary of Section 4;
Thence South 00°01'34" East along the Easterly boundary of Section 4 for a distance of 113.57 feet to the East quarter corner of Section 4;
Thence South 00°01'53" East along the Easterly boundary of Section 4 for a distance of 500.91 feet to THE POINT OF BEGINNING.

TRACT IV

PARCEL NO.1:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 17: SW¼SW¼ lying North and West of the Milner-Gooding Canal. AND

Section 18: N¼SE¼SE¼ lying North and West of the Milner-Gooding Canal.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 20: SE¼NW¼ lying South and East of the Milner-Gooding Canal,

AND

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Loan No. 195737

Exhibit A-6

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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SW¼NE¼ lying South and East of the Milner-Gooding Canal.

TRACT V

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 4: Tract "D", EXCEPTING THEREFROM a parcel of land, more particularly described as follows:

Commencing at the Southeast corner of said Section 4, from which the East quarter corner of said Section 4 bears North 00°01'53" West, 2639.66 feet;

Thence North 00°01'53" West along the Easterly boundary of Section 4 for a distance of 2138.74 feet to THE POINT OF BEGINNING;

Thence South 89°55'30" West for a distance of 30.00 feet to a point on the Westerly county road easement;

Thence South 89°55'30" West for a distance of 193.95 feet;

Thence North 00°01'53" West parallel with the Easterly boundary of Section 4 for a distance of 614.48 feet;

Thence North 89°55'30" East for a distance of 193.96 feet to a point on the Westerly county road easement;

Thence North 89°55'30" East for a distance of 30.00 feet to a point on the Easterly boundary of Section 4;

Thence South 00°01'34" East along the Easterly boundary of Section 4 for a distance of 113.57 feet to the East quarter corner of Section 4;

Thence South 00°01'53" East along the Easterly boundary of Section 4 for a distance of 500.91 feet to THE POINT OF BEGINNING.

TRACT VI

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 28: NE¼, EXCEPTING THEREFROM the East 30 feet deeded to the Hillsdale Highway District by Deed recorded in Book 173 Page 231, Jerome County records.

NW¼SE¼;

E½SE¼, EXCEPTING THEREFROM the East 30 feet deeded to the Hillsdale Highway District by Deed recorded in Book 173 Page 231, Jerome County records.

AND EXCEPTING THEREFROM a portion of the Southeast quarter of the Southeast quarter, more particularly described as follows:

Commencing at the Southeast corner of said Section 28, marked by a brass cap, and running thence along the East line thereof North 0°03'05" East 546.68 feet;

Thence leaving said East line North 89°06'55" West 30.00 feet to a ½" rebar set on the West line of that 30.00 foot wide strip of land conveyed to the Hillsdale Highway District by the right of way deed recorded November 2, 1962 in Book 173 of Deeds at page 231, Jerome County Records, said rebar being the TRUE POINT OF BEGINNING;

Thence continuing North 89°56'55" West 660.00 feet to a ½" rebar; Thence North 0°03'05" East 660.00 feet to a ½" rebar;

Thence South 89°56'55" East 660.00 feet to a ½" rebar set on the aforesaid West line of the lands of Hillsdale Highway District; Thence along said West line South 0°03'05" West 660.00 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: NE¼NE¼, EXCEPTING THEREFROM the East 30 feet deeded to the Hillsdale Highway District by Deed recorded in Book 173 Page 231, Jerome County records.

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Exhibit A-7

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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TRACT VII

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 32: E½SE¼;

Section 33: N½SW¼; S½NW¼;

S½NE¼, EXCEPTING THEREFROM the highway.

TRACT VIII

Parcel No. 1:

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: Tract "A"

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 4: Tract "A", EXCEPTING THEREFROM a parcel of land, described as follows:

Beginning at the Northeast corner of Section 4 in Township 9 South, Range 21 E.B.M., said corner marked by a ½" rebar;
Thence South 00°01'21" East along the east line of Section 4 for a distance of 599.67 feet to THE POINT OF BEGINNING;
Thence South 00°01'21" East along said section line for a distance of 673.41 feet;
Thence North 89°00'06" West for a distance of 30.00 feet to a ½" rebar; Thence North 89°00'06" West for a distance of 353.73 feet to a ½" rebar;
Thence North 81°46'02" West for a distance of 253.54 feet to a ½" rebar;
Thence North 03°00'36" West for a distance of 686.58 feet to a ½" rebar;
Thence South 85°17'31" East for a distance of 644.26 feet to a ½" rebar;
Thence South 85°17'31" East for a distance of 28.39 feet to THE POINT OF BEGINNING.

Parcel No. 3:

An easement for access to and the right to replace, maintain and repair a pump house, well and existing buried pipeline for the benefit of Tract A of Section 4, Township 9 South, Range 21 East of the Boise Meridian, as created in Warranty Deed recorded September 15, 2006 as Instrument No. 2065698, Jerome County recorders, over, across and under real property more particularly described as follows:

A parcel of land located in part of the NW¼ of Section 3, Township 9 South, Range 21 East Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 3 from which the West Quarter corner of said Section 3 bears South 00°01'34" East, 2608.11 feet;
Thence South 00°01'34" East along the West boundary of the NW¼ for a distance of 800.45 feet;
Thence North 89°28'56" East a distance of 30.00 feet to THE POINT OF BEGINNING;
Thence North 89°28'56" East for a distance of 48.00 feet;
Thence South 00°01'34" East for a distance of 20.00 feet;

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Exhibit A-8

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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Thence North 89°28'56" West for a distance of 48.00 feet;
Thence North 00°01'34" West for a distance of 20.00 feet to THE POINT OF BEGINNING.

TRACT IX

TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO Section 33: Tract "B"

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO Section 4: Tract "B"

Reelsma

Loan No. 195737

Exhibit A-9

Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

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**EXHIBIT B
TO MORTGAGE-EQUIPMENT**

Irrigation Equipment List

Tract #1

1- 50 H.P Century Horizontal Electric Motor	SN#1765
1- Cornell Horizontal Pump	SN#7972137
1- 40 H.P Baldor Horizontal Electric Motor	SN#Z1103021771
1- Cornell Horizontal Pump	SN#16953812.50
1 - 40HP US Electric Vertical Motor	SN#1244106
1 - Gould Short-Coupled Turbine Pump	SN#LP94361
1 - 30 HP Baldor Horizontal Pump	SN#Z0708200721
1 - Cornell Horizontal Pump	SN#150078-12.88
3 - Zimmatic 9 Tower Linear Pivot	SN#241176, #241182, #NA
1 - Zimmatic 7 Tower Linear Pivot	SN#241183
1 - Zimmatic 8 Tower Linear Pivot	SN#NA
1 - Zimmatic 10 Tower Linear Pivot	SN#241170
1 - Zimmatic 8 Tower Center Pivot	SN#L96232
1 - Zimmatic 3 Tower Linear Pivot	SN#L77825

Tract #1 - Large Lagoon

1 - 75 H.P Lindsay/Zimmatic Vertical Electric Motor	Model# G2-ELR3378
1 - 60 H.P Baldor Vertical Electric Motor	SN#ZG703160244
1 - SM-Cyclo Vertical Pump	SN#000003858

Lagoon Pump Station-Dir South of Main Lockup Bldgs

1 - 40 H.P Baldor Electric Motor	SN#Z0902170046
1 - 20 H.P Baldor Electric Motor	SN#C0909230211
1 - 30 H.P Baldor Electric Motor	SN#C1005200247
1 - 10 H.P Baldor Electric Motor	SN#F1002261270
1 - 20 H.P Baldor Electric Motor	SN#C0909230096

Together with appurtenant filtration, electric control panels, valves, buried mainline, drag pipes and connectors related to and used in conjunction with the linear and center pivot irrigation systems.

Tract #2 - South Part

1 - 200 H.P General Electric Vertical Electric Motor	SN#KHJ1018106
1 - 250 H.P General Electric Vertical Electric Motor	SN#SSJ508008
2 - Layne & Bowler Vertical Pump	SN#33603 & 45018

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pumps and electric. This includes all electric control panels, wiring and switches.

Exhibit B-I

1 - 100 H.P Marathon Horizontal Electric Motor	SN#DM-96616-11/11-1
1 - 40 H.P Baldor Horizontal Electric Motor	SN#70704020299
2 - Cornell Booster Pumps	SN#NA

1 - Zimmatic 4 Tower Center Pivot	SN#325472
2 - Zimmatic 8 Tower Center Pivot	SN#L70378 & SN#NA
1 - Zimmatic 3 Tower Center Pivot	SN#325470
2 - Zimmatic 7 Tower Center Pivot	SN#L70379, LS5798

Together with appurtenant filtration, electric control panels, valves, buried mainline, drag pipes and connectors related to and used in conjunction with the center pivot irrigation systems.

Tract #2 – Section 16

1 - 200 H.P General Electric Vertical Electric Motor	SN#RTJ415014
1 - Layne & Bowler Vertical Pump	SN#1770
1 - 100 HP Baldor Horizontal Electric Motor	SN#ZO205100365
1 - Cornell Booster Pump	SN#148755-13.00

Together with all column, tubing, shafts and bows used in conjunction with the above listed deep well turbine pumps and electric. This includes all electric control panels, wiring and switches.

2 - Valley 8 Tower Center Pivot	SN#1781776 & 17818367
1 - Zimmatic 8 Tower Center Pivot	SN#1781376
1 - Zimmatic 3 Tower Center Pivot	SN#0346007
1 - Zimmatic 5 Tower Center Pivot	SN#N/A
1 - Side-Roll Aluminum Wheel Lines, approx. 1,200 feet	

Together with appurtenant filtration, electric control panels, valves, buried mainline, drag pipes and connectors related to and used in conjunction with the center pivot irrigation systems.

Tract #2 – West Part

1 - 350 H.P Chalmers Vertical Electric Motor	SN#1-5134-58784-1-1
1 - Peerless Vertical Pump	SN#F10157
1 - 125 H.P Baldor Horizontal Electric Motor	SN#C1007141003
1 - Cornell Booster Pump	SN#NA
1 - 250 HP US Electric Vertical Motor	SN#T-04-75818379
1 - Layne & Bowler Deep Well Turbine Pump	SN#26211
1 - 125 HP General Electric Horizontal Motor	SN#5K405AK206
1 - 150 H.P US Electric Vertical Motor	SN#1151069
1 - Layne & Bowler Pump	SN#27721
1 - Westinghouse Horizontal Electric Motor	SN#8008
1 - Cornell Booster Pump	SN#NA

Exhibit B-2

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pumps and electric. This includes all electric control panels, wiring and switches.

3 - Zimmatic 7 Tower Center Pivot	SN#L85810, L73361, L73514
2 - Zimmatic 6 Tower Center Pivot	SN#L85941, L66540
2 - Zimmatic 8 Tower Center Pivot	SN#L35744, L66597
3 - Side-Roll Aluminum Wheel Lines, various lengths	
Approximately 1,900 feet of above ground 8" mainline.	
Approximately 800 feet of portable aluminum mainline with risers.	

Together with appurtenant filtration, electric control panels, valves, buried mainline, drag pipes and connectors related to and used in conjunction with the center pivot irrigation systems.

Tract #3

1 - 250 H.P US Motor Vertical Electric Motor	SN#1064217
1 - Layne & Bowler Deep Well Vertical Pump	SN#177701
1 - 40 H.P International Vertical EM Horizontal Booster	SN#2009
1 - 75 H.P Baldor Horizontal Electric Motor	SN#NA
2 - Cornell Booster Pumps	SN#NA
1 - 200 H.P US Motor Vertical Electric Motor	SN#D9651
1 - Layne & Bowler Deep Well Vertical Pump	SN#NA
1 - 75 H.P Baldor Horizontal Electric Motor	SN#12890
1 - 40 H.P Baldor Horizontal Electric Motor	SN#689C
2 - Cornell Booster Pumps	SN#NA

Together with all column, tubing, shafts and bowls used in conjunction with the above listed deep well turbine pumps and electric. This includes all electric control panels, wiring and switches.

1 - Valley 9 Tower Center Pivot	SN#N/A
1 - Zimmatic 5 Tower Center Pivot	SN#L90463
1 - Valley 9 Tower Center Pivot	SN#N/A
1 - Zimmatic 4 Tower Center Pivot	SN#L90464
2 - Zimmatic 6 Tower Center Pivot	SN#L90404 & L88264

Together with appurtenant filtration, electric control panels, valves, buried mainline, drag pipes and connectors related to and used in conjunction with the center pivot irrigation systems.

Exhibit B-3

Tract 5 'Carney' Irrigation Equipment

1-Zimmatic 6 Tower Pivot
3- Zimmatic 8 Tower Pivot
Pump and Motor
1-Zimmatic 9 Tower Pivot
32-Joints of hand lines
2-1/4 mile Wheel Lines
2-1/8 mile Wheel lines

Tract 6 'Harper' Irrigation Equipment

1-6 Tower Pivot
1-1/4 mile Wheel line
1-1/8 mile Wheel line
Various hand lines

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

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

Exhibit B-4

Mortgage, Assignment of Rents, Security
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Loan Nos. 198258 and 198267
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Dairy Equipment List

Tract #1 - Rotary Barn

2 - 20,000 gallon Mueller Vertical Milk Tanks	SN#380651-1 & #380651-2
1 - Westfalia Surge Plate Cooler	SN#10112-1
1 - Kool Way Semi-Hermetic Chiller	
2 - Universal Gas Hot Water Heaters	
2 - Hot Water Storage Tanks	
1 - Reliance Electric Hot Water Heater	
1 - Wheeler Water Storage Tank	SN#08221
2 - Kaeser Air Compressors	SN#1642 & #1677
1 - Grimmer Schmidt Air Compressor	
2 - Hydraulic Pumps - Rotary Platform	No name/model #'s
2 - Kaeser Variable Speed Vacuum Pumps	
1 - 72 Stall GEA Rotary Milking Platform	
72 - Metatron S21 Milking Controllers	
Together with ID System, Automatic Take-off's, Milk Meters & DP 5 software	
1 - PLC Automated Dairy Operating System	
1 - Washing Machine	
1 - Tumbler Dryer	
1 - External Steel Vertical Water Storage Tank with pumps & motors.	
1 - Kohler Generator	KW not observable
1 - 150 KW Kohler Generator	SN#186694 (Lagoon)
1 - Air Crowd Gate	
4 - GEA Sort Gates	
2500 - Animal freestall rubber base mats	

Together with and including, but not limited to; all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

Tract #1 - Hospital Barn

2 - Universal Hot Water Heaters	
1 - Sunset Milk Cooler Tank	Mod #MC-310PX, SN#20MC294
1 - 10 HP Kaeser Vacuum Pump w/ Baldor Motor	SN#1027
1 - Parker Air Compressor	
12 Stanchion Herringbone Parlor System	
12 - Automatic Milking Units.	

Together with and including, but not limited to; all stainless milk lines, milk collection tank and pump, vacuum and air lines.

Tract #2 - Dairy Barn

1 - Kool Way Semi-Hermetic Chiller	SN# none found
3 - Proformer Condenser Units	SN# none found
1 - Crowd Gate - west milking parlor	
1 - Kaeser Omega Vacuum Pump	SN# 1316
2-301HP Baldor Electric Motors	SN# C0802150341 & C0802150326
4 - AO Smith Water Heaters	
1 - Trane Gas Furnace	
1 - Air Force Vacuum System	SN# NA
2 - 10 HP Ingersoll-Rand Air Compressors	

Exhibit B-5

Mortgage, Assignment of Rents, Security
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3 - AO Smith Water Heaters	
1 - DCI 8,000 gallon Horizontal Milk Tank	SN#94-D-49146
1 - DCI 10,000 gallon Vertical Milk Tank	SN#94-B-49147
1 - DCI 20,000 gallon Vertical Milk Tank	SN#JS-2593
1 - Westfalia Surge Plate Chiller	SN#111061-6284
1 - Plate Cooler	SN# none found
1 - Parker Industrial Boiler w/ water storage tank	

Together with and including, but not limited to; all stainless milk lines, milk collection tanks and pumps, back flush system, vacuum, water and air lines.

Tract #2 – Pasteurizing Unit Barn	(No value for equipment in appraisal)
1 – Mueller Milk Tank, open top	SN# not found
1 – Pasteurization Unit	SN# not found
1 – Water Heaters	
1 – Air Compressor	
1 – ADC Auto Washer “44”	SN#LL7758

Together with all equipment, machinery, appliances, tools and parts which are a part of any dairy facility, including without limitation, milking system with auto takeoffs, wash systems, temperature control systems, milking stanchions, grain tanks with feeding system, bulk tanks, crowd gates, water heaters, vacuum pumps, condensing units, compressors, refrigeration equipment, waste separators, electric motors, portable generators with diesel motor, centrifugal and turbine pumps, silos and all lock up corral stanchions. Also together with all property and goods similar to those described herein which at any time may be acquired, including but not limited to, all additions, replacements, substitutions and accessions thereof.

Exhibit B-6

**EXHIBIT C
TO
MORTGAGE**

Water Rights

JEROME COUNTY

Water Right #	Basis	Status	Priority Date	CFS	Source	Water Use	
36	2310 B	Decreed	Active	11/20/1956	0.31	Well	COMM., STOCKWATER
36	2376 B	Decreed	Active	2/20/1959	0.04	Well	COMM., STOCKWATER
36	7351 B	Decreed	Active	7/16/1973	0.09	Well	COMM., STOCKWATER
36	7801	Decreed	Active	8/24/1978	0.89	Well	COMM., STOCKWATER
36	8005 B	Decreed	Active	12/8/1981	0.27	Well	COMM., STOCKWATER
36	8011 B	Decreed	Active	12/24/1981	0.14	Well	STOCKWATER
36	8014	Decreed	Active	11/4/1981	0.26	Well	COMM., STOCKWATER
36	8015	Decreed	Active	12/24/1981	0.46	Well	COMM., STOCKWATER
36	16046	Decreed	Active	10/19/1981	0.05	Well	COMM., STOCKWATER
36	16048	Decreed	Active	5/11/1957	0.08	Well	COMM., STOCKWATER
36	16050	Decreed	Active	11/20/1956	0.71	Well	COMM., STOCKWATER
36	16052	Decreed	Active	2/20/1959	0.08	Well	COMM., STOCKWATER
36	16054	Decreed	Active	7/16/1973	0.21	Well	COMM., STOCKWATER
36	16056	Decreed	Active	12/8/1981	0.61	Well	COMM., STOCKWATER
36	16396	Decreed	Active	12/8/1981	0.75	Well	COMM., STOCKWATER
36	2248	Decreed	Active	3/5/1954	2.74	Well	IRRIGATION
36	2249	Decreed	Active	3/5/1954	3.33	Well	IRRIGATION
36	2254 A	Decreed	Active	3/16/1954	4.36	Well	IRRIGATION
36	2284	Decreed	Active	5/16/1955	3.06	Well	IRRIGATION
36	2430	Decreed	Active	4/21/1960	3.5	Well	IRRIGATION
36	7688	Decreed	Active	4/6/1977	8.36	Well	IRRIGATION
36	8008	Decreed	Active	12/8/1981	0.84	Well	IRRIGATION
36	8401	License	Active	11/28/1988	0.68	Well	IRRIGATION
36	8402	License	Active	11/28/1988	0.84	Well	IRRIGATION
36	16045	Decreed	Active	10/19/1981	1.95	Well	IRRIGATION
36	16047	Decreed	Active	5/11/1957	3	Well	IRRIGATION
36	16049	Decreed	Active	11/20/1956	4.8	Well	IRRIGATION
36	16051	Decreed	Active	2/20/1959	0.54	Well	IRRIGATION
36	16053	Decreed	Active	7/16/1973	1.38	Well	IRRIGATION
36	16055	Decreed	Active	12/8/1981	4.12	Well	IRRIGATION
36	2254 B	Decreed	Active	3/16/1954	0.08	Well	DOMESTIC
36	8011 A	Decreed	Active	12/24/1981	0.15	Well	DOMESTIC
36	8016	Decreed	Active	12/24/1981	0.04	Well	DOMESTIC

Exhibit C - 1

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36	8113	Decreed	Active	9/9/1982	0.08	Well	DOMESTIC
36	8163	License	Active	4/13/1983	0.06	Well	DOMESTIC
36	10907	Decreed	Active	6/20/1972	0.04	Well	DOMESTIC
36	14601	Decreed	Active	12/31/1954	0.04	Well	DOMESTIC
36	16751	Decreed	Active	10/1/1957	0.04	Well	DOMESTIC
36	2369	Decreed	Active	12/31/1958	3.95	Ground Water	IRRIGATION
36	7949	Decreed	Active	2/4/1981	1.41	Ground Water	IRRIGATION
36	15708	Decreed	Active	3/10/1960	3.1	Ground Water	IRRIGATION
36	16395	Decreed	Active	12/8/1981	0.62	Ground Water	IRRIGATION
36	14817	Decreed	Active	8/1/1965	0.23	Ground Water	STOCKWATER
36	14812	Decreed	Active	8/1/1959	0.07	Ground Water	STOCKWATER/DOMESTIC
36	14816	Decreed	Active	6/1/1970	0.23	Ground Water	STOCKWATER/DOMESTIC
36	14814	Decreed	Active	3/1/1964	0.07	Ground Water	STOCKWATER