

RECEIVED

SEP 19 2016

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.1. Water Right No(s).: See Attached Exhibit A

Adjudication Claim No(s).: \_\_\_\_\_

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 900       |
| Ovland Park, KS 66210               |

4. Name of Water Right Owner/Claimant(s) Cranney Land Company, L.L.C.5. Expiration Date of Notification Period 06/05/20316. Is this a Renewal of Request for Notification? ☐ YES ☐ NO7. Signature(s) of Security Interest holder(s) METROPOLITAN LIFE INSURANCE COMPANY  
(and title if applicable) BY: Kevin J Harshberger, Director**For Office Use Only**

|              |           |      |                  |             |                |
|--------------|-----------|------|------------------|-------------|----------------|
| Received by  | _____     | Date | _____            | Fee         | <u>\$ 850-</u> |
| Received by  | <u>Am</u> | Date | <u>9-19-2016</u> | Receipt No. | <u>5035726</u> |
| Processed by | _____     | Date | _____            | WR          | _____          |

**SUPPORT DATA****IN FILE #** 454250

## EXHIBIT A

### Water Rights

| Water Right Number | Source               | Appropriation |
|--------------------|----------------------|---------------|
| 45-425D            | Big Cottonwood Creek | 0.5 CFS       |
| 45-433             | Big Cottonwood Creek | 2.72 CFS      |
| 45-514A            | Big Cottonwood Creek | 3.2 CFS       |
| 45-516             | Big Cottonwood Creek | 3.2 CFS       |
| 45-597             | Mill Creek           | 1.2 CFS       |
| 45-622B            | Mill Creek           | 5.15 CFS      |
| 45-674             | Mill Creek           | 0.8 CFS       |
| 45-2413            | Ground Water         | 1.02 CFS      |
| 45-2431            | Ground Water         | 1.3 CFS       |
| 45-2432            | Ground Water         | 6.2 CFS       |
| 45-2603            | Ground Water         | 1.95 CFS      |
| 45-4107            | Ground Water         | 0.2 CFS       |
| 45-4045            | Ground Water         | 6 CFS         |
| 45-7055            | Ground Water         | 6.04 CFS      |
| 45-7064            | Ground Water         | 5.44 CFS      |
| 45-7150            | Ground Water         | 6.2 CFS       |
| 45-7242            | Ground Water         | 4.8 CFS       |
| 45-13550           | Ground Water         | 8.14 CFS      |
| 45-13585           | Ground Water         | 21 CFS        |
| 45-14219           | Mill Creek           | 1.37 CFS      |
| 45-14221           | Mill Creek           | 8.31 CFS      |
| 45-14223           | Mill Creek           | 1.03 CFS      |

| <b>Water Right Number</b> | <b>Source</b> | <b>Appropriation</b> |
|---------------------------|---------------|----------------------|
| 45-2324                   | Ground Water  | 0.86 CFS             |
| 45-2594B                  | Ground Water  | 1.24 CFS             |
| 45-2639                   | Ground Water  | 3.48 CFS             |
| 45-7307                   | Ground Water  | 4.48 CFS             |

### **Split Water Rights**

| <b>New Water Right Number</b> | <b>Prior Water Right Number</b> | <b>Source</b> | <b>Appropriation</b> |
|-------------------------------|---------------------------------|---------------|----------------------|
| 45-14378                      | 45-14218                        | Mill Creek    | 0.31 CFS             |
| 45-14380                      | 45-14220                        | Mill Creek    | 1.24 CFS             |
| 45-14382                      | 45-14222                        | Mill Creek    | 0.11 CFS             |
| 45-14384                      | 45-88                           | Birch Creek   | 0.42 CFS             |
| 45-14386                      | 45-14144                        | Ground Water  | 2.57 CFS             |
| 45-14388                      | 45-14156                        | Ground Water  | 1.69 CFS             |
| 45-14390                      | 45-14157                        | Ground Water  | 0.76 CFS             |
| 45-14392                      | 45-14158                        | Ground Water  | 4.67 CFS             |

THIS INSTRUMENT PREPARED BY:  
Devin P. McComb  
Stoel Rives LLP  
600 University Street  
Suite 3600  
Seattle, WA 98101-4109  
(206) 386-7632

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Metropolitan Life Insurance Company  
10801 Mastin Blvd., Ste 930  
Overland Park, KS 66210-2101  
Attn: Loan Manager, Central Region

Space above this line for Recorder's Use

Loan No: 198355

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

(Cassia County, Idaho)

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of August 19, 2016, and is by CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company ("Cranney Land Company"); WILLARD DUANE CRANNEY ("Willard Cranney") and NANCY KAYE CRANNEY ("Nancy Cranney"), husband and wife; DOUGLAS KEITH CRANNEY ("Douglas Cranney") and KARLA RAE CRANNEY ("Karla Cranney"), husband and wife; MICHAEL WAYNE CRANNEY ("Michael Cranney") and KATHRYN GROVER CRANNEY ("Kathryn Cranney"), husband and wife; CRANNEY FARMS, an Idaho general partnership ("Cranney Farms"); ARDEN LEE CRANNEY ("Arden Cranney"); RYAN WAYNE CRANNEY ("Ryan Cranney"); S TYLER CRANNEY ("Tyler Cranney") and G5 LAND COMPANY, L.L.C., a Wyoming limited liability company ("G5 Land Company") (Cranney Land Company, Willard Cranney, Nancy Cranney, Douglas Cranney, Karla Cranney, Michael Cranney, Kathryn Cranney, Cranney Farms, Arden Cranney, Ryan Cranney, Tyler Cranney, and G5 Land Company are herein individually and collectively, "Grantor"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Mortgagee").

Mortgagee has agreed to make a loan in the original principal sum of \$5,000,000.00 to Grantor under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage (the "Note").

Each capitalized term used in this Mortgage that is defined in the Note and not defined in this Mortgage will have the meaning specified in the Note. This Mortgage will be interpreted in accordance with the Drafting Conventions.

## ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Note and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "Property"): (1) the real estate and any interest in the real estate located in Cassia County, Idaho, and described in EXHIBIT A (the "Land"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "Improvements"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) (the "Equipment"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto (the "Easements"); (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT B ("Water Rights"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water, including the shares described on EXHIBIT C (individually and collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral" (the "Mineral Rights"); (9) timber now or hereafter standing on or cut from the Land; (10) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "Leases"); (11) permits and licenses relating or pertaining to the use or enjoyment of the Property; (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements (the "Condemnation Awards"); (14) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (15) books, records and files relating to the Property, including computer

readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

#### ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "Rents").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor.

Subject to the License granted hereunder, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

#### ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property to the extent and which may be characterized as personal property (the "Personalty"), including, without limitation, the Improvements, Equipment, Water Rights and Water Stock, and this instrument shall constitute a security agreement with respect to the foregoing. Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee in Article 7 is its address as secured party under the UCC.

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

#### ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure

payment and performance of the following obligations (individually and collectively, the "Secured Obligations"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

**Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

**General.** The scheduled maturity date of the Note is June 5, 2031. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "Loan Documents"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity, dated as of the date hereof). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Note expressly provides that Lender may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

#### ARTICLE 5 – WARRANTY AND COVENANTS

**Warranty of Title.** Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing, Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

**Water Rights.** Grantor represents and warrants that the Water Rights afford the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property

**Performance of Secured Obligations/Compliance with Applicable Law.** Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms. Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property.

**Maintenance of Property.** Grantor shall maintain and preserve all rights and privileges Grantor now has in the Property; and make any repairs, renewals or replacements to keep the Property in good working condition. Grantor shall keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved

pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

**Water Rights.** Grantor shall maintain the Water Rights during the term of the Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

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

**Taxes and Assessments.** Grantor shall pay prior to delinquency all taxes, levies, charges and assessments imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, and any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "Imposition"). If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this Section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

**Damages and Insurance and Condemnation Proceeds.** Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty,

or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees, incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

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

**Prohibited Transfers.** Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust. Notwithstanding the foregoing, the conversion of Cranney Land Company from an Idaho limited liability company to a Wyoming limited liability company shall not be deemed a Prohibited Transfer provided that (i) as of the date of transfer, there is no Event of Default under the Loan Documents or any other event or occurrence that, with the passage of time, the giving of notice, or both would constitute an Event of Default under the Loan Documents, including but not limited to any Event of Default for the violation of any provision of the Loan Documents concerning compliance with OFAC; (ii) Grantor gives Mortgagee at least thirty (30) days' prior written notice of the conversion; (iii) Grantor provides to Mortgagee financial statements and other evidence as Mortgagee may reasonably require demonstrating that Grantor's assets, income and capacity to meet its obligations under the Loan Documents remain materially unchanged following the conversion; (iv) Grantor executes a reaffirmation of the loan in the form required by Mortgagee; (v) Grantor furnishes to Mortgagee, at Grantor's expense, such endorsements to title as Mortgagee may reasonably require to ensure the continued validity, enforceability and priority of the Mortgage following the conversion; (vi) within ten days of the completion of the conversion, Grantor provides to Mortgagee copies of all background material and documents effecting such conversion, including certified articles of organization issued by the Wyoming Secretary of State, a certificate of good standing issued by the

Wyoming Secretary of State, a copy of any applicable operating agreement and such other documents as Mortgagee may reasonably require; (vii) Grantor pays all costs and expenses incurred by Mortgagee in connection with the proposed transfer including without limitation title and recording fees, attorneys' fees and costs; and (viii) such conversion occurs on or before \_\_\_\_\_.

**Prohibited Transfer Rate.** If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loan and, to the extent permitted by Applicable Law, all other Obligations, increase at the Contract Rate (as defined in the Note) by 2.00% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Note).

**Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

**Indemnification.** GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

**Payments Due Under This Mortgage.** Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Note).

#### ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

**Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day

period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

**Remedies.** At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

**Acceleration.** Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

**Receiver.** Mortgagee may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Grantor, any Guarantor, or of any Person liable for the payment of the Secured Obligations. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT.

**Entry.** To the extent permitted by Applicable Law, Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Mortgagee at the site of the Land. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Regardless of any provision of this mortgage or the other Loan Documents, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy in accordance with the UCC.

**Cure; Protection of Security.** Mortgagee may cure any breach or default of Grantor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

**Uniform Commercial Code Remedies.** Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that Applicable Law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personally for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personally (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personally; (3) advertise dispositions of the Personally through publications or media of general circulation, whether or not the Personally is of a specialized nature; (4) contact Persons for expressions of interest in acquiring all or any portion of the Personally; (5) hire professional auctioneers to assist in the disposition of the Personally, whether or not the Personally is of a specialized nature; (6) dispose of the Personally by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personally; (7) dispose of the Personally in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personally or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personally; or (10) sell any Personally jointly with any of the Property or to sell any Personally in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personally, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

**Judicial Action.** Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under Applicable Law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

**Sales of Personal Property.** Mortgagee may elect to treat as Personally any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any Personally separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

**Single or Multiple Foreclosure Sales.** If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

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

**Credit Bids.** At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying

cash for that property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

**Application of Foreclosure Sale Proceeds, Rents and Other Sums.** Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

**Waivers.** Grantor waives: (1) any right to require Mortgagee to proceed against Grantor, proceed against or exhaust any security held from Grantor, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Grantor, any discharge or limitation of the liability of Grantor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Grantor's obligations exceed or are more burdensome than those of Grantor; (3) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this mortgage and of the existence, creation, or incurring of new or additional indebtedness of Grantor, and demands and notices of every kind; (4) any defense based on or arising out of any defense that Grantor may have to the payment or performance of the Secured Obligations or any part of it; and (5) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee may have against Grantor, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

**Information.** Grantor is solely responsible for keeping informed of Grantor's financial condition and business operations and all other circumstances affecting Grantor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Grantor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

**No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

#### ARTICLE 7 – MISCELLANEOUS

**Notices.** All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if

delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Lender will not be effective until actually received by Lender. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd., Ste 930, Overland Park, KS 66210, Attn: SSU Director, with a carbon copy to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, Attn: Director, CRO, with an additional carbon copy to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd., Ste 930, Overland Park, KS 66210, Attn: Law Department.

**Entire Agreement.** This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning this credit; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning this credit; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

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

**Merger.** No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

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

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

**Waiver of Certain Other Laws.** To extent permitted by Applicable Law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any Applicable Law providing for appraisalment, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisalment, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES

ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

**Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (1) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (2) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

**Governing Law/Jurisdiction and Venue.** This mortgage shall be governed exclusively by the laws of the State of Idaho without regard or reference to its conflict of laws principles.

**General.** This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the Lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

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[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (A) THIS MORTGAGE; OR (B) ANY LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

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

GRANTOR

Address for notices:  
1310 South 600 West  
Oakley, Idaho 83346

CRANNEY LAND COMPANY, L.L.C., an Idaho  
limited liability company

By: Cranney Real Estate Mgt., L.L.C., a  
Wyoming limited liability company, its  
manager

By: Cranney Capital Holding, L.L.C., a  
Delaware limited liability company, its  
manager

By: Ryan W. Cranney  
Ryan W. Cranney, its President, Manager

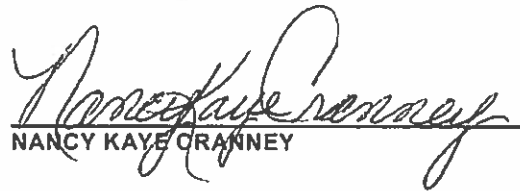
By: Arden L. Cranney  
Arden L. Cranney, its Secretary, Manager

By: S. Tyler Cranney  
S. Tyler Cranney, its Treasurer, Manager

Address for notices:  
1228 S. Hwy. 27  
Burley, Idaho 83318

Willard Duane Cranney  
WILLARD DUANE CRANNEY

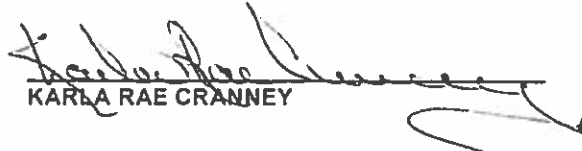
Address for notices:  
1228 S. Hwy. 27  
Burley, Idaho 83318

  
NANCY KAYE CRANNEY

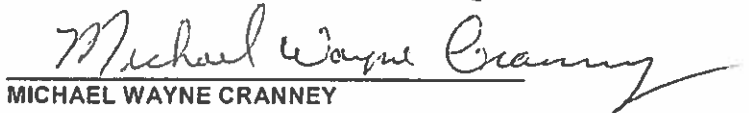
Address for notices:  
1252 S. Hwy. 27  
Oakley, Idaho 83346

  
DOUGLAS KEITH CRANNEY

Address for notices:  
1252 S. Hwy. 27  
Oakley, Idaho 83346

  
KARLA RAE CRANNEY

Address for notices:  
503 W. 1300 S  
Oakley, Idaho 83346

  
MICHAEL WAYNE CRANNEY

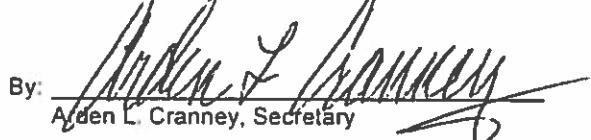
Address for notices:  
503 W. 1300 S  
Oakley, Idaho 83346

  
KATHRYN GROVER CRANNEY

Address for notices:  
1310 South 600 West  
Oakley, Idaho 83346

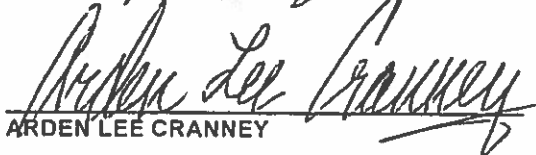
CRANNEY FARMS, an Idaho general partnership

By:   
Ryan W. Cranney, President

By:   
Arden L. Cranney, Secretary

By:   
S. Tyler Cranney, Treasurer

Address for notices:  
Land Ranch Road, 250 West 1545 South  
Oakley, Idaho 83346

  
ARDEN LEE CRANNEY

Address for notices:  
597 W 1300 S  
Oakley, Idaho 83346

  
RYAN WAYNE CRANNEY

Address for notices:  
404 West 1600 South  
Oakley, Idaho 83346

  
S TYLER CRANNEY

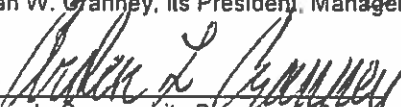
Address for notices:  
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Oakley, Idaho 83346

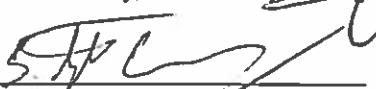
G5 LAND COMPANY, L.L.C., a Wyoming limited liability company

By: Cranney Real Estate Mgt., L.L.C., a Wyoming limited liability company, its manager

By: Cranney Capital Holding, L.L.C., a Delaware limited liability company, its manager

By:   
Ryan W. Cranney, its President, Manager

By:   
Arden L. Cranney, its Secretary, Manager

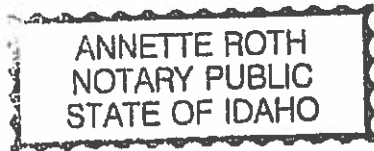
By:   
S. Tyler Cranney, its Treasurer, Manager

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF MORTGAGE]

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

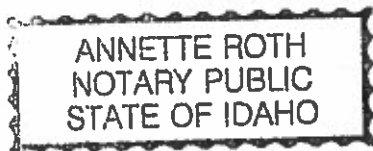
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared RYAN W. CRANNEY, known or identified to me to be the President and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

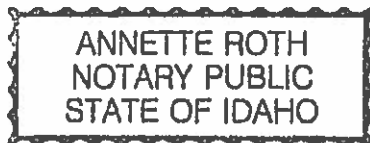
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared ARDEN L. CRANNEY, known or identified to me to be the Secretary and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
 ) ss.  
COUNTY OF CASSIA )

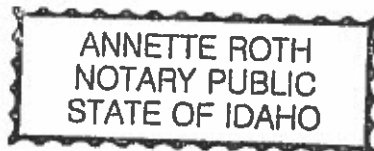
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared S. TYLER CRANNEY, known or identified to me to be the Treasurer and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
 ) ss.  
COUNTY OF CASSIA )

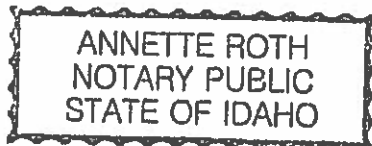
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared Willard Duane Cranney, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
 ) ss.  
COUNTY OF CASSIA )

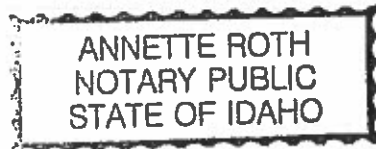
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared Nancy Kaye Cranney, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA )ss.

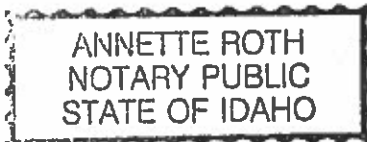
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public,  
personally appeared Douglas Keith Cranney, known or identified to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA )ss.

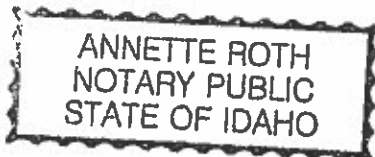
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public,  
personally appeared Karla Rae Cranney, known or identified to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA )ss.

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public,  
personally appeared Michael Wayne Cranney, known or identified to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

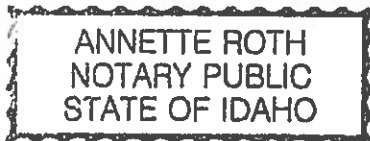
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared Kathryn Grover Cranney known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-14-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

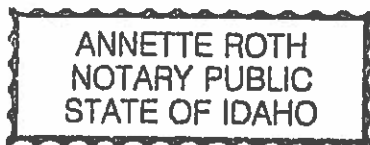
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared RYAN W. CRANNEY, known or identified to me to be PRESIDENT of the general partnership that executed the above instrument or the person who executed the instrument on behalf of said general partnership and acknowledged to me that such general partnership executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared ARDEN L. CRANNEY, known or identified to me to be SECRETARY of the general partnership that executed the above instrument or the person who executed the instrument on behalf of said general partnership and acknowledged to me that such general partnership executed the same.



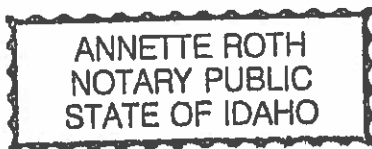
Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO

COUNTY OF CASSIA

) ss.  
)

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared S. TYLER CRANNEY, known or identified to me to be TREASURER of the general partnership that executed the above instrument or the person who executed the instrument on behalf of said general partnership and acknowledged to me that such general partnership executed the same.



Annette Roth  
Notary Public for Idaho

Printed Name: ANNETTE ROTH

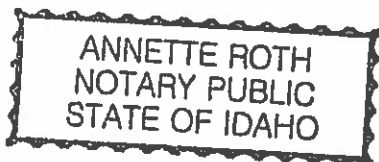
Commission Expires: 8-4-17

STATE OF IDAHO

COUNTY OF CASSIA

) ss.  
)

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared RYAN WAYNE CRANNEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Annette Roth  
Notary Public for Idaho

Printed Name: ANNETTE ROTH

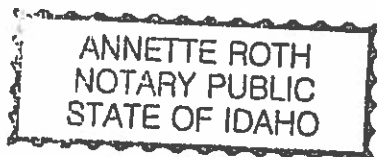
Commission Expires: 8-4-17

STATE OF IDAHO

COUNTY OF CASSIA

) ss.  
)

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared ARDEN LEE CRANNEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



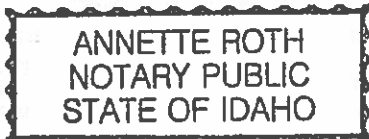
Annette Roth  
Notary Public for Idaho

Printed Name: ANNETTE ROTH

Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

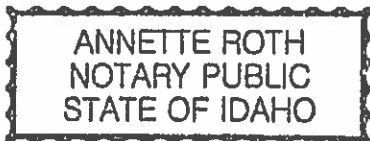
August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared S. TYLER CRANNEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

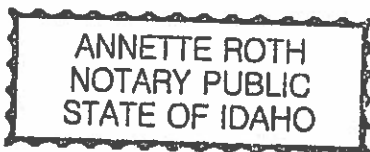
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared RYAN W. CRANNEY, known or identified to me to be the President and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

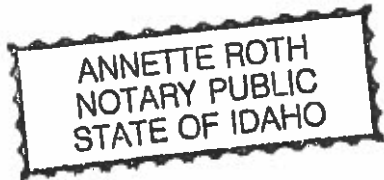
On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared ARDEN L. CRANNEY, known or identified to me to be the Secretary and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

On August 18, 2016, before me, ANNETTE ROTH, a Notary Public, personally appeared S. TYLER CRANNEY, known or identified to me to be the Treasurer and a Manager of the Cranney Capital Holding, L.L.C., the manager of Cranney Real Estate Mgt., L.L.C. the manager 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 limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Printed Name: ANNETTE ROTH  
Commission Expires: 8-4-17

**EXHIBIT A**

Loan No: 198355

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

**Legal Description of Real Estate**

Cassia County, Idaho

The following real property situated in Cassia County, Idaho:

**TRACT A**

**PARCEL NO. 1: (Owner: Cranney Land Company, L.L.C.)**

**TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO**

Section 26: S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 27: NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

**PARCEL NO 2: (Owner: Cranney Land Company, L.L.C.)**

**TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO**

Section 34: E $\frac{1}{2}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , ALSO Tax No. 4144,  
described as follows:

**Tax No. 4144:** The South 1716 feet of the NW $\frac{1}{4}$  of said Section 34, lying East of the West  
right-of-way boundary line of the East Canal of the Oakley Canal Company.

**EXCEPTING THEREFROM** the following described tract:

Commencing at a point 54 rods North and 2 rods East of the Southwest corner of the  
SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 34;  
Thence running East 34 rods;  
Thence North 22 rods and 11 $\frac{1}{2}$  feet;  
Thence West 34 rods;  
Thence South 22 rods and 11 $\frac{1}{2}$  feet to the Point of Beginning.

**Tract No. 2:**

Beginning at the North quarter Corner of Section 34, said corner marked by a U.S. BLM iron  
pipe with cap on top which shall be the Point of Beginning;  
Thence South 89°20'30" East along the north line of Section 34 for a distance of 454.12  
feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 27°20'08" West for a distance of 795.62 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 76°01'01" West for a distance of 101.21 feet to the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Thence South 76°01'01" West for a distance of 306.11 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 76°01'01" West for a distance of 44.67 feet to the centerline of the East Canal;  
Thence North 41°22'20" East along said centerline for a distance of 250.69 feet;

Exhibit A-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355

2016-003487

Thence North 33°59'52" East along said centerline for a distance of 160.24 feet;  
Thence North 21°07'05" East along said centerline for a distance of 253.04 feet to the east line of the NE¼NW¼;  
Thence North 00°44'12" East along said line for a distance of 144.86 feet;  
Thence North 89°15'48" West for a distance of 50.00 feet;  
Thence North 00°44'12" East for a distance of 119.06 feet;  
Thence North 00°04'49" East for a distance of 0.30 feet to the north line of Section 34;  
Thence South 89°14'55" East along said line for a distance of 50.00 feet to the Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 3: That part of the S¼NE¼ lying East of Birch Creek Road; Lot 1 and tax No. 464, described as follows:

Tax No. 451:  
INTENTIONALLY DELETED

Tax No. 464:  
Beginning at a point 49.5 feet South of the Northeast corner of the NW¼NE¼ of said Section 3;  
Thence South 598.2 feet;  
Thence West 214.5 feet;  
Thence North 382.94 feet;  
Thence East 107 feet;  
Thence North 215 feet;  
Thence East 107.5 feet to the Point of Beginning.

PARCEL NO. 3: (Owner: Cranney Land Company, L.L.C.)  
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: Commencing at a point 54 rods North and 2 rods East of the Southwest corner of the SE¼SW¼ of said Section 34;  
Thence running East 34 rods;  
Thence North 22 rods and 11½ feet;  
Thence West 34 rods;  
Thence South 22 rods and 11½ feet to the Point of Beginning.

PARCEL NO. 4: (Owner: Cranney Land Company, L.L.C.)  
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 27: SW¼, SAVE AND EXCEPT the following described:

Beginning at the Southwest corner of Section 27, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which point shall be the True Point of Beginning;  
Thence North 00°07'56" East for a distance of 327.62 feet;  
Thence North 00°07'56" East for a distance of 14.20 feet to a ½ inch rebar;

Exhibit A-2

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355  
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Thence North 00°07'56" East for a distance of 315.81 feet to the Northwest corner of the S½S½SW¼;  
Thence North 00°07'28" East for a distance of 32.37 feet to a ½ inch rebar;  
Thence South 89°02'52" East for a distance of 199.61 feet to a ½ inch rebar;  
Thence South 00°26'11" East for a distance of 31.68 feet;  
Thence South 89°14'47" East for a distance of 2480.06 feet to the Northeast corner of the S½S½SW¼;  
Thence South 00°04'26" West for a distance of 657.21 feet to the South ¼ corner;  
Thence North 89°15'20" West for a distance of 2072.21 feet;  
Thence North 89°15'20" West for a distance of 608.43 feet to the Point of Beginning;

PARCEL NO. 5: (Owner: Cranney Land Company, L.L.C.)  
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: Part of the N½NW¼, more particularly described as follows:

Beginning 245 feet East of Northwest corner of said Section 34;  
Thence South for 495 feet;  
Thence East for 365.5 feet;  
Thence South for 429 feet to a point that is located 1716 feet North of the South boundary line of the NW¼ of said Section 34;  
Thence East 1559.5 feet, more or less, to the point that is located 470 feet West of the East boundary line of the NW¼ of said Section 34;  
Thence North for 924 feet, more or less, to the North boundary line of the NW¼ of said Section 34;  
Thence West along said North boundary line for 1925 feet to Point of Beginning, 245 feet from Northwest corner of said Section 34.

EXCEPTING THEREFROM the following described tract:

Commencing at the Northwest corner of said Section 34, marked by a 5/8 inch rebar and aluminum cap, and running thence along the North line thereof South 89°15'15" East 245.00 feet to a ½ inch rebar marking the Northwest corner of that real property conveyed from Barry R. Matthews and Martha Matthews to H. Dutch Robinson and Karen Robinson by the Warranty Deed recorded December 30, 1999 as Instrument No. 266654, Cassia County records, said ½ inch rebar being the True Point of Beginning;  
Thence along the West line of said land of Robinson South 0°17'38" West 495.00 feet a ½ inch rebar set on the North line of that real property conveyed to James T. Hunter and Becky K. Hunter by the Quitclaim Deed recorded December 14, 2001 as Instrument No. 278704, Cassia County records;  
Thence along the North line of said lands of Hunter South 89°15'15" East 365.50 feet to a ½ inch rebar at the Northeast corner thereof;  
Thence leaving last said North line North 0°17'38" East 495.00 feet to a ½ inch rebar set on the North line of said Section 34;  
Thence along last said North line North 89°15'15" West 365.50 feet to the True Point of Beginning.

Exhibit A-3

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355  
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PARCEL NO. 6: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 3: Tax No. 455 described as follows:

Beginning 49½ feet South and 214.5 feet West of the Northeast corner of the NW¼NE¼, of said Section 3;  
Running Thence South 597.94 feet, plus or minus to the Southwest corner of Tax No. 464;  
Thence West 214.5 feet;  
Thence North 597.69 feet, plus or minus to the Northeast corner of Tax No. 451;  
Thence East 214.5 feet to the Point of Beginning.

PARCEL NO. 7: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 27: Part of the S½S½SW¼, more particularly described as follows:

Beginning at the South quarter corner of Section 27, said corner marked by a U.S. BLM iron pipe with brass cap on top which shall be the Point of Beginning;  
Thence North 89°15'20" West along the south line of Section 27 for a distance of 2072.21 feet;  
Thence North 00°08'47" East for a distance of 24.99 feet to a ½ inch rebar;  
Thence North 00°08'47" East for a distance of 68.88 feet to a ½ inch rebar;  
Thence North 58°37'26" West for a distance of 474.07 feet to a ½ inch rebar;  
Thence North 00°26'11" West (North 00°25'08" East, rec.) for a distance of 322.20 feet to the north line of the S½S½SW¼;  
Thence South 89°14'47" East along said line for a distance of 2480.06 feet to a 5/8 inch rebar at the Northeast corner of the S½S½SW¼;  
Thence South 00°04'26" West along the east line of the S½S½SW¼ for a distance of 657.21 feet to the Point of Beginning.

TRACT B

PARCEL NO. 1: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 5: Lot 3, SE¼NW¼, W½SW¼ and NE¼SW¼

PARCEL NO. 2: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 5: Part of Lot 4 and SW¼NW¼, more particularly described as follows:

Beginning at the Southwest corner of the NW¼ of said Section 5; Running thence North 167.76 rods; Thence East 80 rods; Thence South 167.76 rods; Thence West to the Point of Beginning.

SAVE AND EXCEPT the following described tracts:

Exhibit A-4

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
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2016-003487

Tract No. 1:

Commencing at the Northwest corner of said Section 5;  
Running Thence South 1,000 feet;  
Thence East 230 feet;  
Thence North 700 feet; Thence West 55 feet; Thence Northeast approximately 322.8 feet to  
a point 300 feet East of the Point of Beginning;  
Thence West 300 feet to the Point of Beginning.

Tract No. 2:

Beginning at the W $\frac{1}{4}$  section corner of said Section 5, said corner marked by a 5/8 inch rebar  
with a 3 inch aluminum cap on top which shall be the Point of Beginning;  
Thence North 00°22'30" West along the West section line for a distance of 235.00 feet;  
Thence South 88°51'12" East for a distance of 38.00 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 88°51'12" East for a distance of 518.09 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 00°22'30" East for a distance of 210.00 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 00°22'30" East for a distance of 25.00 feet to the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence North 88°51'12" West along said line for a distance of 556.09 feet to the Point of  
Beginning.

PARCEL NO. 3: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: That part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ , more particularly described as follows:

Beginning at a point 24 rods West of the Northeast corner of the NE $\frac{1}{4}$  of said Section 6;  
Thence running West 56 rods;  
Thence South 167.76 rods;  
Thence East 40 rods;  
Thence North 40 rods;  
Thence East 40 rods;  
Thence North 107.76 rods;  
Thence West 24 rods;  
Thence North 20 rods to the Point of Beginning;

EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

Beginning at the Northeast section corner of said Section 6, said corner marked by a 5/8 inch  
rebar; Thence South 00°22'48" East along the East section line for a distance of 330.00 feet  
to a  $\frac{1}{2}$  inch rebar which shall be the Point of Beginning;  
Thence South 00°22'48" East continuing along said line for a distance of 576.30 feet to a  $\frac{1}{2}$   
inch rebar;  
Thence along a non-tangent curve to the left for a distance of 691.18 feet to a  $\frac{1}{2}$  inch rebar;  
said curve having a radius of 1384.00 feet and a central angle of 28°36'50" and a long chord  
bearing of North 31°48'24" West for a distance of 684.02 feet;  
Thence South 89°11'41" East for a distance of 356.73 feet to the Point of Beginning.

Exhibit A-5

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355  
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Tract No. 2:

Beginning at the E $\frac{1}{4}$  section corner of said Section 6, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 00°22'48" West along the East section line for a distance of 798.35 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 88°53'40" West for a distance of 836.74 feet to a ½ inch rebar;  
Thence North 00°22'48" West for a distance of 437.82 feet to a ½ inch rebar;  
Thence South 88°53'40" East for a distance of 836.74 feet to a ½ inch rebar on the East line of Section 6;  
Thence South 00°22'48" East along the East line of Section 6 for a distance of 437.82 feet to the Point of Beginning.

PARCEL NO. 4: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the E $\frac{1}{4}$  section corner of said Section 6, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 88°40'38" West along the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 662.38 feet to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  marked by a ½ inch rebar; Thence North 00°20'15" West along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 176.13 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 00°20'15" West continuing along said line for a distance of 468.86 feet to the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  marked by a ½ inch rebar;  
Thence South 88°28'35" East along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 481.32 feet to a ½ inch rebar;  
Thence along a non-tangent curve to the right for a distance of 667.66 feet to the Point of Beginning, said curve having a radius of 1356.16 feet and a central angle of 28°12'28" and a long chord bearing of South 46°22'10" West for a distance of 660.94 feet.

PARCEL NO. 5: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 9: That part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$  of said Section 9;  
Thence North 160 rods;  
Thence West 63 rods;  
Thence South 160 rods;  
Thence East 63 rods to the Point of Beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the Southeast corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 89°17'27" West along the south line of Section 9 for a distance of 81.47 feet to the Point of Beginning;  
Thence North 89°17'27" West along the south line of Section 9 for a distance of 330.00 feet;  
Thence North 00°12'32" East for a distance of 25.63 feet to a ½ inch rebar;  
Thence North 00°12'32" East for a distance of 238.37 feet to a ½ inch rebar;

Exhibit A-6

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
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Thence South 89°17'27" East for a distance of 330.00 feet to a ½ inch rebar;  
Thence South 00°12'32" West for a distance of 239.17 feet to a ½ inch rebar;  
Thence South 00°12'32" West for a distance of 24.83 feet to the Point of Beginning.

PARCEL NO. 6: (Owner: Cranney Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 9: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest section corner of said Section 9, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;  
Thence North 00°06'49" East along the West section line for a distance of 1314.73 feet to the Northwest corner of the S½SW¼ marked by a 5/8 inch rebar;  
Thence South 89°34'04" East along said line for a distance of 1657.64 feet to a ½ inch rebar;  
Thence South 00°06'49" West for a distance of 1285.36 feet to a ½ inch rebar;  
Thence South 00°06'49" West for a distance of 27.80 feet to the South section line;  
Thence North 89°37'18" West along said line for a distance of 1657.63 feet to the Point of Beginning.

PARCEL NO. 7: INTENTIONALLY DELETED.

PARCEL NO. 8: INTENTIONALLY DELETED.

PARCEL NO. 9: (Owner: G5 Land Company, L.L.C.)

TOWNSHIP 13 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 1: N½

PARCEL NO. 10: (Owner: G5 Land Company, L.L.C.)

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 17: NE¼, NW¼, E½SW¼ and SE¼

Section 19: S½NE¼ and SE¼ EXCEPT the following described tract:

Beginning at the Southeast corner of Section 19, said corner marked by a U.S. Government brass cap; Thence North 88°43'00" West along section line for 52.56 feet to a P.K. Nail in the centerline of a county road which shall be the Point of Beginning;  
Thence North 88°43'00" West along said section line for 276.04 feet to a ½" rebar;  
Thence North 0°29'00" West for 308.38 feet to a ½" rebar;  
Thence South 88°43'00" East for 289.24 feet to a P.K. Nail in the centerline of a county road;  
Thence South 1°58'14" West along said county road centerline for 308.26 feet to the Point of Beginning.

Exhibit A-7

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
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PARCEL NO. 11: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 17: W $\frac{1}{2}$ SW $\frac{1}{4}$

PARCEL NO. 12: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$  of said Section 19, EXCEPTING THEREFROM the following described parcel:

Beginning at the Northeast corner of said Section 19;  
Thence South 0°29' East 64 feet;  
Thence North 89°04' West 100 feet;  
Thence North 0°29' West 64 feet;  
Thence South 89°04' East 100 feet to the Point of Beginning.

PARCEL NO. 13: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 19: Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 14: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Northwest corner of said Section 32, said corner marked by a 5/8 inch rebar;  
thence South 88°54'12" East along section line for 45.48 feet to a P.K. Nail in the center of a  
county road which shall be the Point of Beginning;  
Thence South 88°54'12" East along section line for 778.26 feet to a P.K. Nail;  
Thence South 44°47'32" West for 1047.63 feet to a P.K. Nail in the center of a county road;  
Thence North 0°24'33" West along said county road for 397.31 feet to a P.K. Nail;  
Thence North 5°52'50" West along said county road for 362.97 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest corner of said Section 32, said corner marked by a 5/8 inch rebar  
with a 3 inch Cassia County Survey cap on top; Thence South 88°59'08" East (South  
88°54'12" East rec.) along the North Section line for a distance of 45.36 feet (45.48 feet rec.)  
to a P.K. nail which shall be the Point of Beginning;  
Thence South 88°59'08" East (South 88°54'12" East rec.) continuing along said line for a  
distance of 282.78 feet to a ½ inch rebar;  
Thence South 00°35'54" East for a distance of 199.00 feet to a ½ inch rebar;  
Thence North 89°12'55" West for a distance of 263.88 feet to a ½ inch rebar;  
Thence North 05°58'16" West (North 05°52'50" West rec.) for a distance of 201.48 feet to the  
Point of Beginning.

Exhibit A-8

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PARCEL NO. 15: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31 & 32: Part of the NE¼ of Section 31 and part of the NW¼ of Section 32, more particularly described as follows:

Beginning at the Northeast corner of said Section 31, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;  
Thence South 88°54'12" East along section line for 45.48 feet to a P.K. Nail in the center of a county road; Thence South 5°52'50" East along said county road for 362.97 feet to a P.K. Nail;  
Thence South 0°24'33" East along said county road for 397.31 feet to a P.K. Nail;  
Thence North 57°14'02" West for 93.91 feet to a point on section line;  
Thence North 57°14'02" West for 831.51 feet to a ½ inch rebar;  
Thence North 66°16'48" West for 679.49 feet to a ½ inch rebar on section line;  
Thence South 89°20'54" East along section line for 1314.85 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the Northeast corner of Section 31, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 89°00'15" East along the north line of Section 32 for a distance of 45.41 feet (45.48 feet, rec.) to a p.k. nail with washer on the centerline of the 600 West Road; Thence South 05°58'53" East (South 5°52'50" East, rec.) along said centerline for a distance of 320.60 feet to the Point of Beginning;  
Thence South 05°58'53" East (South 5°52'50" East, rec.) along the centerline of the 600 West Road for a distance of 42.30 feet to a p.k. nail with washer;  
Thence South 00°30'31" East (South 0°24'33" West, rec.) along said centerline for a distance of 96.18 feet;

Thence North 87°04'38" West for a distance of 27.05 feet to a ½ inch rebar;  
Thence North 87°04'38" West for a distance of 303.19 feet to a ½ inch rebar;  
Thence North 03°06'51" East for a distance of 128.07 feet to a ½ inch rebar;  
Thence South 88°50'04" East for a distance of 291.55 feet to a ½ inch rebar;  
Thence South 88°50'04" East for a distance of 26.10 feet to the Point of Beginning.

PARCEL NO. 16: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 29 & 30: Part of the SE¼ of Section 30 and part of the SW¼ of Section 29, more particularly described as follows:

Beginning at the Southeast corner of said Section 30, said corner marked by a 5/8 inch rebar; thence North 0°31'06" East along the section line for 1138.98 feet to a point which point shall be known as the True Point of Beginning;  
Thence North 89°43'20" West for 25.49 feet to a P.K. Nail on the center of a county road;  
Thence North 0°01'14" West along said county road for 195.32 feet to a P.K. Nail;  
Thence South 89°30'02" East for 27.33 feet to a point on section line;

Exhibit A-9

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Thence South 89°30'02" East for 158.92 feet to a ½ inch rebar;  
Thence South 2°01'23" East for 194.75 feet to a ½ inch rebar;  
Thence North 89°43'20" West for 167.56 feet to the Point of Beginning.

PARCEL NO. 17: INTENTIONALLY DELETED

PARCEL NO. 18: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: NW¼, EXCEPTING THEREFROM the following described tracts:

TRACT NO. 1:

Beginning at the Northwest corner of said Section 32, said corner marked by a 5/8 inch rebar;  
thence South 88°54'12" East along section line for 45.48 feet to a P.K. Nail in the center of a  
county road which shall be the Point of Beginning;  
Thence South 88°54'12" East along section line for 778.26 feet to a P.K. Nail;  
Thence South 44°47'32" West for 1047.63 feet to a P.K. Nail in the center of a county road;  
Thence North 0°24'33" West along said county road for 397.31 feet to a P.K. Nail;  
Thence North 5°52'50" West along said county road for 362.97 feet to the Point of Beginning.

TRACT NO. 2:

Beginning at the Northeast corner of Section 31, said corner marked by a 5/8 inch rebar  
which shall be the Point of Beginning;  
Thence South 88°54'12" East along section line for 45.48 feet to a P.K. Nail in the center of a  
county road;  
Thence South 5°52'50" East along said county road for 362.97 feet to a P.K. Nail;  
Thence South 0°24'33" East along said county road for 397.31 feet to a P.K. Nail;  
Thence North 57°14'02" West for 93.91 feet to a point on section line;  
Thence North 57°14'02" West for 831.51 feet to a ½ inch rebar;  
Thence North 66°16'48" West for 679.49 feet to a ½ inch rebar on section line;  
Thence South 89°20'54" East along section line for 1314.85 feet to the Point of Beginning.

PARCEL NO. 19: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 36: S½

PARCEL NO. 20: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 29: SW¼

Section 30: S½SE¼ and NE¼SE¼

EXCEPTING THEREFROM the following described tracts:

Exhibit A-10

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Tract No. 1:

Beginning at the Southeast corner of said Section 30, said corner marked by a 5/8 inch rebar; thence North 0°31'06" East along the section line for 1138.98 feet to a point which point shall be known as the True Point of Beginning;  
Thence North 89°43'20" West for 25.49 feet to a P.K. Nail on the center of a county road;  
Thence North 0°01'14" West along said county road for 195.32 feet to a P.K. Nail;  
Thence South 89°30'02" East for 27.33 feet to a point on section line;  
Thence South 89°30'02" East for 158.92 feet to a ½ inch rebar;  
Thence South 2°01'23" East for 194.75 feet to a ½ inch rebar;  
Thence North 89°43'20" West for 167.56 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Southeast corner of said Section 30, said corner marked by a 5/8 inch rebar which point shall be known as the True Point of Beginning;  
Thence North 89°20'54" West along section line for 231.83 feet to a ½ inch rebar;  
Thence North 0°32'34" West for 669.14 feet to a ½ inch rebar;  
Thence North 89°43'28" East for 223.14 feet to a P.K. Nail in the center of a county road;  
Thence South 0°02'14" East along said county road for 362.71 feet to a P.K. Nail;  
Thence South 10°59'02" East along said county road for 88.72 feet to a point on section line;  
Thence South 10°59'02" East along said county road for 288.07 feet to a P.K. Nail on the South line of said Section 29;  
Thence North 88°54'12" West along said section line for 45.48 feet to the Point of Beginning.

PARCEL NO. 21: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: Lots 3 and 4, E½NW¼ and the NE¼, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of the SE¼NE¼ of said Section 31, which point shall be the True Point of Beginning;  
Thence North 89°13'48" West along the quarter section line for 361.5 feet to a point;  
Thence North 0°18' West for 361.5 feet to a point;  
Thence South 89°13'48" East for 361.5 feet to a point on the section line; Thence South 0°18' East for 361.5 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of said Section 31, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;  
Thence South 88°54'12" East along section line for 45.48 feet to a P.K. Nail in the center of a county road; Thence South 5°52'50" East along said county road for 362.97 feet to a P.K. Nail;  
Thence South 0°24'33" East along said county road for 397.31 feet to a P.K. Nail;  
Thence North 57°14'02" West for 93.91 feet to a point on section line;  
Thence North 57°14'02" West for 831.51 feet to a ½ inch rebar;  
Thence North 66°16'48" West for 679.49 feet to a ½ inch rebar on section line;

Exhibit A-11

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Thence South 89°20'54" East along section line for 1314.85 feet to the Point of Beginning.

PARCEL NO. 22: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 30: NW¼SE¼

PARCEL NO. 23: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 20: W½

PARCEL NO. 24: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 29: NW¼

PARCEL NO. 25: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 14: All EXCEPT the NE¼NE¼

Section 15: All

Section 16: All

PARCEL NO. 26: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 28: SW¼ EXCEPT Highway right-of-way and EXCEPTING the following described tracts:

Tract No. 1:

Beginning at a point that is North 0°44' East along the quarter section line of said Section 28, a distance of 2687.76 feet; thence South 87°32' West a distance of 616.54 feet from the South quarter corner of said Section 28, which is the True Point of Beginning;

Thence South 1°21'30" West a distance of 277.19 feet;

Thence North 88°38'30" West a distance of 166.40 feet;

Thence North 30°49'56" West a distance of 339.45 feet;

Thence North 1°21'30" East a distance of 518.86 feet;

Thence South 88°38'30" East a distance of 347.24 feet;

Thence South 1°21'30" West a distance of 528.94 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the South quarter section corner of said Section 28, said corner marked by a ½ inch rebar;

Exhibit A-12

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Thence North 0°44'00" East along the quarter section line for 2046.17 feet to a point;  
Thence North 48°33'28" West for 7.80 feet to a ½ inch rebar on the West right-of-way of State Highway No. 27;  
Thence North 0°28'43" West along said right-of-way for 33.16 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 49°46'34" West for 756.25 feet to a ½ inch rebar;  
Thence North 1°13'08" East for 306.00 feet to a ½ inch rebar;  
Thence North 2°59'33" West for 309.26 feet to a ½ inch rebar;  
Thence North 1°05'29" East for 438.02 feet to a ½ inch rebar;  
Thence North 88°38'59" East for 565.89 feet to a ½ inch rebar;  
Thence South 0°28'42" East for 496.59 feet to a ½ inch rebar at State Highway Station P.C. 400+16.80;  
Thence South 0°28'42" East along the West right-of-way of State Highway No. 27 for 1057.88 feet to the Point of Beginning

PARCEL NO. 27: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 29: NE¼ and the SE¼ EXCEPT Railroad right-of-way and EXCEPT the following described tract:

Beginning at the South quarter section corner of said Section 29, said corner marked by a 3 inch Cassia County survey cap; thence North 89°55'30" East along section line for 197.29 feet to a P.K. Nail which shall be the Point of Beginning;  
Thence North 0°11'29" West for 940.55 feet to a ½ inch rebar;  
Thence South 26°28'33" East for 1,050.07 feet to a P.K. Nail on section line;  
Thence South 89°55'30" West along section line for 465.00 feet to The Point of Beginning.

PARCEL NO. 28: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: NE¼ EXCEPT Railroad right-of-way and EXCEPT the following described tracts:

Tract No. 1:

Beginning at a point on Section line North 89°36' West for 94.3 feet from the Northeast corner of the NE¼NE¼ of said Section 32, which shall be the True Point of Beginning;  
Thence South 0°24' West for 208.7 feet to a point;  
Thence North 89°36' West for 208.7 feet to a point;  
Thence North 0°24' East for 208.7 feet to a point on Section line;  
Thence South 89°36' East for 208.7 feet along said section line to the True Point of Beginning.

Tract No. 2:

Beginning at the North quarter section corner of said Section 32, said corner marked by a railroad spike; thence North 89°55'30" East along section line for 272.81 feet to a P.K. Nail which shall be the Point of Beginning;  
Thence North 89°55'30" East along said section line for 908.43 feet to a P.K. Nail;

Exhibit A-13

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Thence South 61°47'36" West for 599.23 feet to a ½ inch rebar;  
Thence South 42°42'49" West for 554.65 feet to a ½ inch rebar;  
Thence North 0°20'32" West for 689.59 feet to the Point of Beginning.

PARCEL NO. 29: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 33: NW¼ EXCEPT Highway right-of-way.

PARCEL NO. 30: (Owner: G5 Land Company, L.L.C.)  
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: Part of the NW¼SW¼ of Section 32, more particularly described as follows:

Beginning 140 feet East of the Northwest corner of the SW¼ of said Section 32;  
Thence East 465 feet;  
Thence South 465 feet;  
Thence West 465 feet;  
Thence North 465 feet to the Point of Beginning.

PARCEL NO. 31: (Owner: G5 Land Company, L.L.C.)

Easement for the benefit of Parcels 10, 12 and 23 executed by Cranney Brothers, a partnership of Willard Cranney, Jr., Michael Cranney and Douglas Cranney; Harold Cranney and Kerma Cranney, husband and wife; and Kent Woodhouse and Diane Woodhouse, husband and wife; J. Allen Woodhouse, a/k/a Jay Allen Woodhouse and Renae Woodhouse, husband and wife; and Kirk Woodhouse and Mary Ann Woodhouse, husband and wife and Cranney Farms, Inc., an Idaho corporation dated June 18, 1980 and recorded July 25, 1980 as Instrument No. 127854, for a permanent and perpetual easement and right of way in which to construct, reconstruct, operate, remove, repair, and maintain an underground irrigation pipeline for the conveyance of water in, over, across, and through the following described real property, situated, lying and being in the County of Cassia, State of Idaho, to wit:

Easement for irrigation purposes 30 feet wide lying within Sections 24, 25 and 36, Township 12 South, Range 21 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at a point 30 feet North and 30 feet West of the Southwest corner of the NW¼NW¼, being the True Point of Beginning;  
Thence said 30 foot wide easement runs South 0°25' East parallel to the West boundary of said Section 19 for 1,347.36 feet to a point 30 feet West of the West quarter corner of said Section 19;  
Thence South 0°33' East parallel to the West boundary of said Section 19 for 2634.72 feet to a point 30 feet West of the Southwest corner of said Section 19;  
Thence South 0°42' West parallel to the West boundary of Section 30, Township 12 South, Range 22 East of the Boise Meridian, for 2660.46 feet to a point 30 feet West of the West Quarter corner of said Section 30;  
Thence South 0°42' West parallel to the West boundary of said Section 30 for 2183.98 feet, more or less to a point where said easement will no longer run parallel to said Westerly boundary of Township 12

Exhibit A-14

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
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South, Range 22 East of the Boise Meridian. Said easement will run parallel with the concrete irrigation ditch, having a 15 foot easement on each side of the centerline of said concrete ditch; Thence said easement shall continue to run in a Southerly direction, parallel to said irrigation ditch, and shall terminate at the intersection of said ditch and irrigation canal.

PARCEL NO. 32: (Owner: G5 Land Company, L.L.C.)

Pipeline Easement executed by WM. H. Wells and Edith Gay Wells aka Bill Wells and Gae Wells, husband and wife, and H. Dutch Robinson aka Howard Robinson and Karen Robinson, husband and wife, to Cranney Land Company, L.L.C., dated February 20, 2012 and recorded February 29, 2012 as Instrument No. 2012-000884, records of Cassia County, Idaho, for the benefit of Parcel Nos. 2, 3, and 5 in Tract A, over and across the N1/2S1/2 of Section 35, Township 13 South, Range 22 East Boise Meridian.

PARCEL NO. 33: (Owner: G5 Land Company, L.L.C.)

State of Idaho Term Easement No. 6549 by and between the State of Idaho, Department of Lands, acting through the State Board of Land Commissioners and Howard Dutch Robinson, dated February 9, 2007 and recorded February 22, 2007 as Instrument No. 314043, records of Cassia County, Idaho.

Assignment of State of Idaho Easement No. 6549 from Howard Dutch Robinson to PKD Properties, L.C., dated January 31, 2011 and recorded March 11, 2011 as Instrument No. 2011-001066, records of Cassia County, Idaho.

Assignment of State of Idaho Easement No. 6549 from PKD Properties, L.C., an Idaho Limited Liability Company to Cranney Land Company, L.L.C., dated February 28, 2012 as Instrument No. 2012-001229, records of Cassia County, Idaho.

Exhibit A-15

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355  
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**EXHIBIT B**

Cranney Farms  
Loan No.: 198355

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

**LIST OF SPECIFIC WATER RIGHTS**

| Water Right Number | Source               | Appropriation |
|--------------------|----------------------|---------------|
| 45-425D            | Big Cottonwood Creek | 0.5 CFS       |
| 45-433             | Big Cottonwood Creek | 2.72 CFS      |
| 45-514A            | Big Cottonwood Creek | 3.2 CFS       |
| 45-516             | Big Cottonwood Creek | 3.2 CFS       |
| 45-597             | Mill Creek           | 1.2 CFS       |
| 45-622B            | Mill Creek           | 5.15 CFS      |
| 45-674             | Mill Creek           | 0.8 CFS       |
| 45-2413            | Ground Water         | 1.02 CFS      |
| 45-2431            | Ground Water         | 1.3 CFS       |
| 45-2432            | Ground Water         | 6.2 CFS       |
| 45-2603            | Ground Water         | 1.95 CFS      |
| 45-4107            | Ground Water         | 0.2 CFS       |
| 45-4045            | Ground Water         | 6 CFS         |
| 45-7055            | Ground Water         | 6.04 CFS      |
| 45-7064            | Ground Water         | 5.44 CFS      |
| 45-7150            | Ground Water         | 6.2 CFS       |
| 45-7242            | Ground Water         | 4.8 CFS       |
| 45-13550           | Ground Water         | 8.14 CFS      |
| 45-13585           | Ground Water         | 21 CFS        |
| 45-14219           | Mill Creek           | 1.37 CFS      |
| 45-14221           | Mill Creek           | 8.31 CFS      |
| 45-14223           | Mill Creek           | 1.03 CFS      |

Exhibit B-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
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| Water Right Number | Source       | Appropriation |
|--------------------|--------------|---------------|
| 45-2324            | Ground Water | 0.86 CFS      |
| 45-2594B           | Ground Water | 1.24 CFS      |
| 45-2639            | Ground Water | 3.48 CFS      |
| 45-7307            | Ground Water | 4.48 CFS      |

**Split Water Rights**

| New Water Right Number | Prior Water Right Number | Source       | Appropriation |
|------------------------|--------------------------|--------------|---------------|
| 45-14378               | 45-14218                 | Mill Creek   | 0.31 CFS      |
| 45-14380               | 45-14220                 | Mill Creek   | 1.24 CFS      |
| 45-14382               | 45-14222                 | Mill Creek   | 0.11 CFS      |
| 45-14384               | 45-88                    | Birch Creek  | 0.42 CFS      |
| 45-14386               | 45-14144                 | Ground Water | 2.57 CFS      |
| 45-14388               | 45-14156                 | Ground Water | 1.69 CFS      |
| 45-14390               | 45-14157                 | Ground Water | 0.76 CFS      |
| 45-14392               | 45-14158                 | Ground Water | 4.67 CFS      |

**Exhibit B-2**

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
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**EXHIBIT C**

**Cranney Farms  
Loan No.: 198355**

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

**LIST OF SPECIFIC WATER SHARES**

| <b>CERTIFICATE NUMBER</b>   | <b>NUMBER OF SHARES</b> |
|-----------------------------|-------------------------|
|                             |                         |
| <b>Oakley Canal System:</b> |                         |
| 3573                        | 731.62                  |
| 3800                        | 360.00                  |
| 3797                        | 65.00                   |
| 3799                        | 195.30                  |
|                             |                         |
| <b>TOTAL SHARES:</b>        | <b>1,351.92</b>         |

**Exhibit C-1**

**Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Cranney Farms  
Loan No. 198355  
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**2016-003487**



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

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

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

September 23, 2016

METROPOLITAN LIFE INSURANCE CO  
10801 MASTN BLVD STE 930  
OVERLAND PARK KS 66210

Re: Notice of Security Interest in a Water Right for Cranney Land Company LLC / Cranney Brothers - See Attached List for Water Right Numbers

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

A handwritten signature in cursive script, reading "Trish Fawcett".

Trish Fawcett  
Technical Records Specialist

Enclosures

cc: Stoel Rives LLP  
Cranney Land Co LLC/Cranney Brothers

**Cranney Land Co LLC / Cranney Brothers**

|    |        |
|----|--------|
| 45 | 425 D  |
| 45 | 433    |
| 45 | 514 A  |
| 45 | 516    |
| 45 | 597    |
| 45 | 622 B  |
| 45 | 674    |
| 45 | 2324   |
| 45 | 2413   |
| 45 | 2431   |
| 45 | 2432   |
| 45 | 2594 B |
| 45 | 2603   |
| 45 | 2639   |
| 45 | 4045   |
| 45 | 4107   |
| 45 | 7055   |
| 45 | 7064   |
| 45 | 7150   |
| 45 | 7242   |
| 45 | 7307   |
| 45 | 13550  |
| 45 | 13585  |
| 45 | 14219  |
| 45 | 14221  |
| 45 | 14223  |
| 45 | 14378  |
| 45 | 14380  |
| 45 | 14382  |
| 45 | 14384  |
| 45 | 14386  |
| 45 | 14388  |
| 45 | 14390  |
| 45 | 14392  |



RECEIVED

SEP 19 2016

DEPT OF WATER RESOURCES  
SOUTHERN REGION

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SUE A. WISCH  
D. 206.386.7693  
[sue.wisch@stoel.com](mailto:sue.wisch@stoel.com)

September 15, 2016

**VIA FIRST CLASS MAIL**

Ms. Trish Fawcett  
IDWR Southern Region  
650 Addison Ave W, Suite 500  
Twin Falls, ID 83301-5858

RE: Notice of Security Interest in a Water Right ("Notice")-Cranney Land Company, L.L.C.

Dear Ms. Fawcett,

Enclosed please find the following items:

1. Original executed Notice of Security Interest in a Water Right;
2. Check in the amount of \$850.00 representing the \$25.00 fee for each water right shown on Exhibit A; and
3. A copy of the recorded mortgage containing the legal description of the land.

Please process our Notice and send us confirmation of the processing. You may email said confirmation to the undersigned at [sue.wisch@stoel.com](mailto:sue.wisch@stoel.com). Thank you for your assistance with this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Sue A. Wisch", is written over the typed name.

Sue A. Wisch  
Real Estate Paralegal

enclosure