

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 04 2016

WATER RESOURCES
WESTERN REGION

Notice of Security Interest in a Water Right

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

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

AM
"PD"

Crossed out
by applicant.
-CS

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
78-4298A •	63-5340 •	78-4295 •	
63-5787 CK/SB	63-5342 •	78-4296 •	
67-4570 •	63-15291 •	78-4299 •	
67-4571 •	65-8003 (WRS) •	78-4304 •	
67-14985 •	67-14983 •	78-4306 •	

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

AgSouth Farm Credit, ACA

40 South Main Street

Statesboro, Georgia 30459

SUPPORT DATA

IN FILE #

63-5340

Phone 706-342-2352

Email Sboyer@agsouthfc.com

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

SPP Land, LLC

5. Expiration Date of Notification Period

July 14, 2036

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

[Signature]
VP

For Office Use Only

Received by CS

Date 8/4/16

Receipt No. 1044486

Fee \$350⁰⁰

Processed by AJ X

Date X

WR CS

Date 8/30/16

Recording Requested By and
When Recorded Return to:

Nexsen Pruet, LLC
Attn: C. King
PO Drawer 10648
Greenville, SC 29603

Instrument # 129403

COUNCIL, ADAMS, IDAHO

4-21-2016 04:05:56 PM No. of Pages: 38

Recorded for: TIMBERLINE TITLE & ESCROW

SHERRY WARD

Fee: 121.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS
(Adams County, Idaho)**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO. AGSOUTH FARM CREDIT, ACA, AS AGENT/NOMINEE FOR AGSOUTH FARM CREDIT, FLCA, AND/OR AGSOUTH FARM CREDIT, PCA, IS EXEMPT FROM THE PAYMENT OF APPLICABLE STATE INTANGIBLE AND RECORDING TAXES AS AN INSTRUMENTALITY OF THE UNITED STATES PURSUANT TO 12 U.S.C. 2098 AND 12 U.S.C. 2071, RESPECTIVELY.

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") is made to be effective as of April 21, 2016, by and among SPP Land, LLC, a Georgia limited liability company (the "Mortgagor"), whose address is 6304 Peake Road, Macon, Georgia 31210; and AgSouth Farm Credit, ACA, an agricultural credit association, for itself and as agent/nominee for others (the "Mortgagee"), whose address is 40 South Main Street, Statesboro, Georgia 30459.

1. **Granting Clause.** For good and valuable consideration, including the indebtedness described below Mortgagor hereby irrevocably grants, bargains, mortgages, sells and conveys to Mortgagee and its successors and assigns, with right of entry and possession as provided herein, all of Mortgagor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to that certain real property located in Adams County, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); together with:

1.1 **After-Acquired Title.** Any after-acquired title of Mortgagor in and to the Property and in and to land lying in the streets and roads adjoining the Property;

1.2 **Access, Etc.** All access rights and easements, now or hereafter belonging or in any way appertaining to the Property;

1.3 **Improvements.** All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property;

1.4 **Leases.** All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 **Rents.** All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Mortgagor pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

1.7 Water. Notwithstanding any other provision, reservation or exceptions contained herein or on any exhibit hereto, the lien created hereby shall cover all Mortgagor's water rights, including but not limited to, rights to surface water, ground water, underground water, percolating waters, tributaries and non-tributaries, rights to any water from lakes, streams or other bodies of water, adjudicated, licensed, or permitted water and water rights, appropriated or unappropriated water and water rights, decreed or undecreed water and water rights, riparian and other water rights which are now owned or which are hereafter acquired by Mortgagor whether or not expressly excepted from the description of the Property, including but not limited to Idaho Department of Water Resources, Water Right Nos., 78-4298A, 65-5787, 67-4570, 67-4571, 67-14985, 63-5340, 63-5342, 63-15291, 65-8003, 67-14983, 78-4295, 78-4296, 78-4299, 78-4304, 78-4306, and all stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Mortgagor with respect to the Property;

1.8 Timber. All timber with respect to the Property, including, but not limited to, standing timber, timber to be cut, and cut timber.

1.9 Mineral and Gas Rights. All existing and future rights in royalties, leasehold, surface, subsurface and/or mineral rights now owned or after-acquired, oil and gas rights, and other mineral rights in or related to the Property;

1.10 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.11 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property; all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. Security Agreement. This Mortgage shall also constitute a "Security Agreement" under the Uniform Commercial Code as adopted in the State of Idaho (the "UCC") between Mortgagor and/or Borrower as debtor and Mortgagee as secured party. As additional security for the performance of the obligations secured hereby, Mortgagor further grants and conveys to Mortgagee a security interest and a continuing lien on the following-described property and all proceeds of such property (collectively, the "Collateral"), all of which Collateral shall be deemed a part of and shall be included in any reference to the Property hereunder:

2.1 Property in Section 1. Any of the Property described in Section 1 above that is deemed to be personal property;

2.2 Permits, Plans, and Contracts. All of Mortgagor's right, title, and interest in any and all licenses, permits, approvals, bonds, commitments, designs, plans, specifications, construction, architectural and engineering agreements, commitments, contracts and subcontracts, surveys, appraisals, warranties, surety, bonding, security, development, financing, guaranty, indemnity, maintenance, management, service, supply agreements, commitments, contracts and subcontracts and insurance policies in any way pertaining to the development, construction, use, occupancy, operation and maintenance of the Property and any business of Mortgagor therein conducted, and all guarantees of any of the foregoing and any security therefor, and any and all other work product relating to the Property or any part thereof and now or hereafter owned by Mortgagor, including, without limitation, the Permits, Contracts, and Plans as defined in Section 6 below and any and all rights or claims that relate to the construction of improvements on or to the Property that Mortgagor may have against any person or entity supplying, or who has supplied, labor, materials, or services in connection with the construction of improvements on the Property;

2.3 Rights Under Covenants. All of Mortgagor's rights under any declarations of covenants, conditions, and restrictions recorded for the Property, including all of Mortgagor's rights and powers to elect or select officers and directors for any property owners' association established for the Property;

2.4 Timber; As-Extracted Collateral and Farm Products. All timber, as extracted-collateral, farm products, trees, shrubbery and bushes with respect to the Property, including, but not limited to, standing timber, timber to be cut and cut timber and minerals, gas and oil as extracted;

2.5 Water Stock and Shares. Those included in Section 1.7, above, and all water stock, shares of stock or other evidence of ownership of any part of the Property that is owned by the Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

2.6 Insurance; Eminent Domain. All of Mortgagor's rights under any and all contracts and policies of insurance with respect to the Property and to any and all awards made in connection with any eminent domain or condemnation proceedings, or purchases in lieu thereof, of the whole or any part of the Property;

2.7 Rights of Sale. All of Mortgagor's right, title, and interest in any contracts, options or agreements of sale with respect to the Property, all purchase money indebtedness to Mortgagor related to any sale, and any cash proceeds of such sale;

2.8 Accounts with Mortgagee. All accounts maintained by Mortgagor with Mortgagee or any subsidiary or affiliate of Mortgagee;

2.9 Improvement, Fixtures, etc. All improvements, fixtures, Equipment, furnishings, appliances, machinery, apparatus, goods, construction materials, and other articles of personal property owned by Mortgagor and now or hereafter affixed to, placed upon, or used in connection with the Property, including, but not limited to, any structures constructed on the Property, including, but not limited to, wells, pumps, pipes, sewer lines, motors, and irrigation equipment, cables, electrical wires for power systems, and construction materials, and any and all replacements and improvements thereof;

2.10 Tangible Personal Property. All existing and future inventory, furnishings, fixtures, Equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Mortgagor or in which Mortgagor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Mortgagor or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Mortgagor to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

2.11 Accounts, Etc. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (a) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (b) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to or upon any or all of the Property, (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the Loan Documents secured by or referred to in this Mortgage, (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property, and (vii) investment property, including certificated securities, uncertificated securities, securities

accounts, securities entitlements, commodity accounts, and commodity contracts maintained pursuant to any of the Loan Documents, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefor;

2.12 General Intangibles, Etc. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the Property, including, but not limited to, (i) all names under which or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, including but not limited to the right to receive any and all cash, distributions and proceeds from the exercise of any option agreement against the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all non-privileged books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property, (viii) all grazing privileges; (ix) all options to purchase or exchange the Property or any portion thereof; and (x) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

2.13 Listing and Sales Agreements, Etc. All listing agreements, sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the Property, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Property;

2.14 Engineering and Architectural Plans and Specifications; Etc. All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the property described in Section 1 and Sections 2.1 through 2.11, above, and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

2.15 Operating and Management Agreements, Etc. All operating agreements and management contracts, including without limitation, any and all contracts and agreements, if any, previously, now or at any time hereafter entered into with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Property or otherwise concerning the operations and business of the Property, including without limitation, all bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, commitments, contracts and subcontracts, all insurance policies, all licenses and bonds, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, and other contracts for the operation and maintenance of, or provision of services to, the Property;

2.16 Files and Records. All non-privileged ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in Sections 2.1 through 2.15, above, or in this Section 2.16;

2.17 Other Property. Any and all other property or rights of any kind or nature, relating to the Property, further identified herein or in any UCC financing statement filed in connection herewith; and

2.18 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Collateral and all the rents, issues, proceeds, products, and profits of such Collateral.

3. Fixture Filing. It is intended that the recording of this Mortgage shall be effective as a "fixture filing" under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Mortgage is to be filed and indexed in the real estate records not only as a mortgage, but also a fixture filing.

4. **Obligations Secured.** This Mortgage is given for the purpose of and does secure the following obligations (collectively, the "Secured Obligations"):

4.1 **Promissory Notes.** Payment of all obligations at any time owing under:

(a) that certain promissory note payable by Benjamin W. Griffith, III ("Borrower"), as maker, to the order of Mortgagee, dated of even date herewith, evidencing a loan from Mortgagee to Borrower in the original principal amount of Eighty-Three Million Eight Hundred Thousand and No/100 Dollars (\$83,800,000.00);

(b) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated January 18, 2011, evidencing a loan from Mortgagee to Borrower in the original principal amount of Thirteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$13,650,000.00); and

(c) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated April 30, 2010, evidencing a loan from Mortgagee to Borrower in the original principal amount not to exceed Fifty-Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00).

Each of the foregoing promissory notes referenced above together with any other promissory note(s) now existing or hereafter executed by Borrower in favor of Mortgagee, as may have been or hereafter be amended, restated, replaced, extended, renewed and increased from time to time, being and secured hereby and hereafter collectively referred to as the "Notes", and each of the loans evidenced by the Notes are hereafter collectively referred to as the "Loans". The Loans being governed by, among other things, that certain Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated of even date herewith, and that certain Sixth Amended and Restated Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated April 11, 2013 (the foregoing, together with any modifications, amendments, restatements, consolidations and replacements thereof, whether now existing or hereafter arising, collectively, the "Loan Agreements").

4.2 **Additional Obligations.** Payment of any further sums advanced or loaned by Mortgagee to Borrower or any of Borrower's successors or assigns, or otherwise owed by Borrower to Mortgagee, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Mortgagee, are owing pursuant to this Mortgage or any of the other documents executed by Mortgagor, Borrower or any other party securing or otherwise relating to the Notes or the Loans evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Mortgage, together with interest thereon at the rate set forth in the relevant document. This Mortgage, the Notes, the Loan Agreements, and all other documents governing, securing, or otherwise relating to the Notes or the Loans evidenced thereby are hereafter referred to collectively as the "Loan Documents".

Mortgagor acknowledges that it will receive a material benefit from the Loans and that Mortgagee would not make or continue to make the Loans without the security of this Mortgage. Mortgagor has independently investigated the financial condition of Borrower, has not relied upon any financial or other information provided by Mortgagee and does not expect Mortgagee to provide any such information in the future. Mortgagor has reviewed the Loan Documents, this Mortgage and all other documents and agreements to be signed by Mortgagor in connection with the Loans, and is otherwise fully familiar with the Secured Obligations. Mortgagor, to the fullest extent permitted by law, hereby unconditionally (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection or enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waives notice of acceptance hereof by Mortgagor under this Mortgage; (iv) waives notice of any and all advances made under the Notes, any of the Loan Documents, or any other agreement secured by this Mortgage; (v) waives any defense or right in any action or proceeding to enforce this Mortgage that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waives all claims and defenses Mortgagor might otherwise assert to enforcement of the Secured Obligations or this Mortgage as a surety. Mortgagor further agrees that Mortgagee may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and

may otherwise deal with the Borrower or any guarantor or collateral as Mortgagee may elect, without affecting the rights of Mortgagee hereunder.

Mortgagor's liability for payment and performance of the indebtedness and obligations of Borrower to Mortgagee is not limited to the property encumbered by this Mortgage, as Mortgagor has agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Mortgagee.

4.3 Obligations Under Loan Documents. Performance by Borrower or Mortgagor, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Agreements and other Loan Documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents, including, without limitation, any and all other "Secured Obligations" as defined in the Loan Agreements.

4.4 Cross-Collateralization. In addition to the Notes and the Loans, this Mortgage secures the following indebtedness: all obligations, debts, and liabilities, plus interest thereon, of Mortgagor and/or Borrower, to Mortgagee or any one or more of them, as well as all claims by Mortgagee against Mortgagor or Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Specifically, without limitations, this Mortgage secures all obligations of Mortgagor arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Mortgagor and Mortgagee.

Mortgagor further covenants and agrees as follows:

5. Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all its right, title, and interest of Mortgagor in and under all leases now or hereafter affecting the Property (the "Leases"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Mortgagor to establish a complete and present transfer of all interests assigned hereunder with the right, but without the obligation, to collect all rents and profits of the Property under the Leases. So long as Mortgagor is not in default hereunder, Mortgagor may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Mortgagor to collect or receive rents and profits shall terminate until Mortgagee is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Mortgagee of its rights herein granted, Mortgagor agrees that payment made by tenants or occupants to Mortgagee shall be considered as though made to Mortgagor and in discharge of the tenants' obligations to Mortgagor and such payments shall be credited as payments of Borrower on amounts due Mortgagee under the Loan Documents. Nothing herein contained shall be construed as obligating Mortgagee to perform any of Mortgagor's covenants under any lease or rental arrangement.

6. Assignment of Permits, Contracts, and Plans. In addition to and without in any way derogating from the security interest granted Mortgagee in the Collateral, Mortgagor hereby assigns, grants, transfers, and sets over unto Mortgagee, Mortgagor's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, contracts, including, but not limited to, logging, timber, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreements, warranties, and any and all right, title, and interest in, to, and under any and all of the documents or other items listed in Sections 2.2, 2.5 and 2.11 through 2.14, above, and any and all other contracts for work product relating to logging, development or construction on the Property or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "Permits, Contracts, and Plans").

6.1 Security for Loans. This assignment is made as additional security for the payment and performance of all of the obligations of Mortgagor set forth in Section 4 above.

6.2 Liabilities. Mortgagee does not assume any obligations or duties of Mortgagor under the Permits, Contracts, and Plans unless and until Mortgagee shall have given Mortgagor written notice of the same. If Mortgagee does not directly undertake to complete development or construction of the Property, Mortgagee may assign such Permits, Contracts, and Plans to, and such obligations and duties of Mortgagor in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Mortgagee for the purpose of completing such development or construction, and Mortgagee shall have no liability whatsoever for the performance of any such obligations and duties.

6.3 Representations and Warranties of Mortgagor. Mortgagor represents and warrants to Mortgagee that:

6.3.1 No Prior Assignments. There have been no prior assignments of its rights, title, and interest in, to, and under the Permits, Contracts, and Plans;

6.3.2 Authority. Mortgagor has full power and authority to assign its rights, title, and interest in, to, and under the Permits, Contracts, and Plans to Mortgagee and no consents or approvals of any other person or entities are necessary in order for Mortgagor to validly execute, deliver, and perform this assignment; and

6.3.3 No Defaults or Modifications. All covenants, conditions, and agreements set forth in the Permits, Contracts, and Plans have been performed as required as of the date hereof and neither Mortgagor nor any other party is in default thereunder. Mortgagor shall not amend or modify any of the terms and conditions of the Permits, Contracts, and Plans without the prior written approval of Mortgagee, nor shall Mortgagor assign, transfer, mortgage, or otherwise convey or encumber any of its rights, title, or interest in, to, or under the Permits, Contracts, and Plans so long as any of Mortgagor's obligations under the Loan Documents remain unfulfilled.

6.4 Attorney-in-Fact. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, upon the occurrence of any defaults hereunder or under any of the other Loan Documents, to demand, receive, and enforce any and all of Mortgagor's rights under and with respect to the Permits, Contracts, and Plans, and to perform any and all acts with respect to the Permits, Contracts, and Plans that Mortgagee deems necessary or desirable with the same force and effect as if performed by Mortgagor in the absence of this assignment.

6.5 Assignment for Security. This assignment is for security purposes only. Mortgagee shall have no right pursuant to this assignment to enforce Mortgagor's rights with respect to the Permits, Contracts, and Plans until Mortgagor shall be in default under any of its obligations to Mortgagee pursuant to this Mortgage or any of the other Loan Documents. On the occurrence of any such default, Mortgagee, without affecting any of its rights or remedies against Mortgagor under any other instrument, document, or assignment, may exercise its rights under this assignment or in any other manner permitted by applicable law, and in addition, Mortgagee shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or as otherwise provided by law.

7. Nature of Property/Remedies. Mortgagor and Mortgagee agree that the filing of a financing statement in the records having to do with personal property in connection with the Security Agreement provided herein shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Property and all components thereof are, to the maximum extent possible, real property, subject to Mortgagee's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Mortgagee under this Mortgage, (b) available to Mortgagee as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Mortgagee's security shall be deemed to include personal property, Mortgagee shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Mortgagee's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Mortgagor agrees to assemble all such property and make it available to the Mortgagee as secured party at a place to be designated by such party that is reasonably convenient to all parties.

8. **Representations and Warranties.** To protect the security of this Mortgage and for the benefit of Mortgagee, Mortgagor does, for Mortgagor and for Mortgagor's successors and assigns, represent, covenant, warrant, and agree as follows:

8.1 **Warranty of Title.** Excepting matters accepted and approved by Mortgagee as exceptions to title in final title policies covering the Property, that Mortgagor has good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Mortgagee in writing; that Mortgagor owns all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Mortgagee); that Mortgagor is vested with the right to convey all real property described herein to Mortgagee; and that no consent of other parties is required as a condition thereto. Mortgagor does hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Mortgage against the claims and demands of all persons and parties;

8.2 **Commercial Instrument.** That the proceeds of the Loans secured hereby will be used for business or commercial purposes and not for personal or family purposes;

8.3 **Legal Entity, Business, Etc.** That while any sums remain outstanding hereunder, Mortgagor will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Mortgagee of any material change in Mortgagor's business or financial position, any change in any location where Mortgagor's accounts and/or assets are to be maintained, the location of any new places of business of Mortgagor and the changing or closing of any of its existing places of business, and any change in Mortgagor's name; and

8.4 **No Subordinate Financing.** Mortgagor agrees that without Mortgagee's prior written consent, there shall be no other financing secured by the Property or any interest therein, and that the Mortgage shall be the only lien or encumbrance affecting the Property.

9. **Maintenance and Inspection of Improvements.** Mortgagor shall not allow any material changes in the zoning of the Property or its zoning without Mortgagee's consent. Mortgagor shall not commit or suffer any waste and shall remedy any waste within thirty (30) days following Mortgagee's notice thereof; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof and shall remedy any failure to so comply within thirty (30) days of notice of the failure to comply; and shall pay all fees or charges of any kind in connection therewith on the date such fees or charges are due. Mortgagee and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the "Substances" warranties and covenants as defined and set forth in the Loan Agreements, other Loan Documents and other provisions of this Mortgage (including the right to take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Mortgagor is obligated to pay them under the terms of the Loan Documents. Mortgagor will permit access to the Property and will fully cooperate with Mortgagee in this regard.

10. **Insurance.**

10.1 **Obligation to Insure.** Mortgagor shall at all times provide, maintain and keep in force, at its own cost and expense, the insurance policies required in the Loan Agreements and other Loan Documents, and such additional insurance as Mortgagee may require from time to time upon thirty (30) days' notice against the same or other hazards.

10.2 **Exculpation; General Provisions Related to All Policies.** Mortgagee shall not be obligated to obtain insurance, or be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Mortgage (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Mortgagor or Mortgagee that might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Mortgagee;

(b) shall be issued in amounts no less than those specified in this Section and shall be issued by companies acceptable to Mortgagee; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee.

10.3 Delivery of Insurance Policies, Payment of Premiums. Mortgagor shall furnish Mortgagee with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Mortgagee, of the reissuance of such policy continuing insurance in force as required by this Mortgage. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Mortgagee as required hereunder, Mortgagor, by executing this Mortgage, specifically requests Mortgagee to obtain and pay for, and Mortgagee may obtain and pay for, such insurance for such risks covering Mortgagee's interest in the Property (without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder), and Mortgagor shall pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (defined in the Notes) from the date of payment by Mortgagee shall be secured by this Mortgage.

11. Liens and Taxes.

11.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof (provided, that with respect to Mechanic's Liens, as defined in Section 11.2, Mortgagor shall have the rights set forth in Section 11), or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Mortgagee's request, to Mortgagee, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Mortgagor, official receipts of the appropriate taxing authority (or other proof satisfactory to Mortgagee) evidencing the payment thereof. If Mortgagor has failed to comply with this requirement for a period of not less than thirty (30) days, then, at Mortgagee's option, Mortgagee may require Mortgagor to establish and maintain an impound account with Mortgagee, into which Mortgagor monthly shall deposit an amount established by Mortgagee as Mortgagee's estimate of one-twelfth (1/12th) of the annual amount of all taxes, assessments, encumbrances, charges and liens coming due during each calendar year, such sums to be applied by Mortgagee to payment of these amounts when due, to be replenished by Mortgagor at any time upon ten (10) days' notice if Mortgagee determines the amount it holds to be insufficient to pay the foregoing obligations as they become due. Mortgagee, except as otherwise required by applicable law, shall (i) not be required to pay interest on any funds held hereunder, (ii) be authorized to assign any funds held by it to any successor holder of the Mortgagee's interest in this Mortgage and thereupon be relieved of any further obligation for the application or refund of such sums, and (iii) at any time, at its option, following default, apply funds held hereunder to the Secured Obligations.

11.2 Discharge of Mechanics Liens. Mortgagor will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, or on the revenues, rents, issues, income or profits arising therefrom (herein collectively "Mechanic's Liens") and, in general, Mortgagor shall do, or cause to be done, at Mortgagor's sole cost and expense, everything necessary to fully preserve the lien and priority of this Mortgage; provided, however, Mortgagor shall not be obligated to pay, bond or discharge such Mechanic's Liens if payment is not yet due under the contract that is the foundation of such Mechanic's Liens; and provided further that so long as an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall have the right to contest or object to the amount or validity of any such claim and demand by appropriate administrative or judicial proceedings, in which event all of the following provisions shall apply: (a) Mortgagor shall give Mortgagee written notice of Mortgagor's intent to so contest or object to such Mechanic's Liens; (b) Mortgagor shall thereafter diligently proceed to cause such Mechanic's Liens to be removed and discharged; and (c) Mortgagor, if requested by Mortgagee, shall deposit with Mortgagee a bond or other assurance reasonably satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than 150% of the amount of the Mechanic's Liens plus costs, expenses, including reasonable attorneys' fees, and interest.

11.3 Creation of Liens. Except as otherwise set forth herein, Mortgagor will not, without Mortgagee's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes that are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Mortgage. If any of the foregoing becomes attached to the Property without such consent, Mortgagor will promptly cause the same to be discharged and released.

11.4 No Consent. Nothing in the Loan Documents shall be deemed or construed in any way as constituting the consent or agreement by Mortgagee, express or implied, to pay any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property, or to constitute any such person as a beneficiary of any obligation Mortgagee may incur to Mortgagor concerning such matters, or to create a trust fund for any such person. Mortgagor further agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor.

12. Books and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, proper and accurate books, records and accounts of the Property and of its own financial affairs to permit the preparation of financial statements therefrom. Mortgagee, through its agents, representative or employees, shall have the right, from time to time, at any time and at all times, during normal business hours, to examine, copy and audit such books, records and accounts. If the Property is at any time used for commercial or residential income purposes, Mortgagor shall deliver to Mortgagee, within thirty (30) days following Mortgagee's request, certified financial statements and profit-and-loss statements for Mortgagor and the Property prepared in accordance with generally accepted accounting principles.

13. Defense of Title. Mortgagor shall appear in and defend any suit, action, or proceeding that might affect the value of this Mortgage, the Mortgage itself, or the rights and powers of Mortgagee, including, without limitation, any condemnation or public improvement proceeding, and Mortgagee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value. Mortgagor will, at all times, indemnify from and, on demand, reimburse Mortgagee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

14. No Changes. Mortgagor agrees that so long as any amount or obligation is outstanding by Borrower to Mortgagee under any of the Loan Documents, and except if and to the extent otherwise expressly provided in the Loan Documents, Mortgagor will not, without the written consent of Mortgagee:

14.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

14.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district that includes the Property or any part of the Property, any assessment district that includes the Property or any part of the Property, or any other comparable or similar district, area or territory that includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Mortgagor shall immediately give notice to Mortgagee of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

15. Notices Required. Mortgagor shall comply with and promptly, but not later than ten (10) days following receipt thereof, furnish to Mortgagee true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Mortgagor or the Property. Mortgagor shall promptly notify Mortgagee of any material fire or other material casualty or any notice of taking or eminent domain

proceeding affecting the Property. Mortgagor shall promptly, but not later than ten (10) days following receipt thereof, notify Mortgagee of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

16. **Mortgagee Authorized to Act.** Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee may, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Mortgagee either appears to be prior or superior to this Mortgage; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Mortgagor and will be one of the Secured Obligations under this Mortgage.

17. **Condemnation Proceeds.** Except as otherwise set forth in the Loan Agreements, in the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Mortgagee shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Mortgagee and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby. Mortgagor further agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

18. **Non-Waiver of Defaults.** The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Mortgage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

19. **Events of Default.** Notwithstanding any cure periods described below, Mortgagor shall immediately notify Mortgagee in writing when Mortgagor obtains knowledge of the occurrence of any default specified below (individually, an "Event of Default"). Regardless of whether Mortgagor has given the required notice, the occurrence of one or more of the following shall constitute an Event of Default, subject to any applicable cure periods set forth in the Loan Agreements:

19.1 **Payment Default.** Borrower's or Mortgagor's failure to pay: (i) any interest, required reserves or any other payment under the Notes, or any fees, charges, costs or expenses under this Mortgage or any of the other Loan Documents when due; or (ii) any principal amount of the Notes when due; or (iii) any taxes, insurance premiums, assessments, or rents related to the Property;

19.2 **Default Under Loan Documents.** Failure by Borrower or Mortgagor to perform, when due, any of the terms, covenants and conditions set forth in the Loan Documents, including, without limitation, the occurrence of any "Event of Default" as defined in the Loan Agreements;

19.3 **Default on Obligations Secured by Property.** Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Mortgage, subject to any applicable cure provisions;

19.4 **Default on Other Obligations.** The Borrower, Mortgagor, or any other obligated party fails to comply with or to perform any other term, obligation, covenant or condition under the terms of any loan agreement, promissory note, conditional sale contract, lease or other agreement, document or instrument evidencing, governing, or securing any indebtedness owing by the Borrower, Mortgagor, or any other obligated party to the Mortgagee; or any indebtedness owing by Borrower, Mortgagor, to any third party and the period of grace, if any, to cure said default under such third party agreement shall have passed;

19.5 Judgments. Any judgment shall be obtained against the Borrower, Mortgagor, or any other obligated party, which, together with all outstanding unsatisfied judgments against the Borrower, Mortgagor, or any other obligated party and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days following the date of entry thereof;

19.6 Inability to Perform; Bankruptcy; Insolvency; Change in Ownership. (a) Borrower, Mortgagor, or any other obligated party shall die or cease to exist; (b) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower, Mortgagor, or any other obligated party; (c) Borrower, Mortgagor or any other obligated party shall become the subject of any out of court settlement with its creditors; (d) Borrower, Mortgagor, or any other obligated party is unable or admits in writing its inability to pay its debts as they mature; or (e) if Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower;

19.7 Default Under Leases. Any defaults by Mortgagor under any material lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Mortgagee's prior written consent, which shall not be unreasonably withheld;

19.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Borrower or Mortgagor, or Mortgagee in good faith deems itself insecure; and

19.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Mortgagee of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

20. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Mortgagee may, at its option and without notice to or demand upon Mortgagor, exercise any one or more of the following actions: declare all amounts secured by this Mortgage immediately due and payable; bring a court action to enforce the provisions of this Mortgage or any of the other Loan Documents; judicially foreclose this Mortgage in any manner permitted by applicable law; exercise Mortgagee's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Mortgage and the other Loan Documents or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Mortgage or afforded by law or equity or any other agreement between Mortgagee and Mortgagor may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

21. Judicial Foreclosure. In the Event of Default, Mortgagee may commence an action to judicially foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property in the State of Idaho. Mortgagee shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including reasonable attorneys' fees (and attorneys' fees on appeal), in such amount as shall be fixed by the court. The Property and/or Collateral may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as the Mortgagee, in its sole discretion, may elect. Mortgagee will be entitled to possession of the Property and Collateral during any redemption period allowed under the laws of the State of Idaho. However, if Mortgagor remains in possession of the Property and/or Collateral after it has been sold, Mortgagor will become a tenant at will of the purchaser of the Property and/or Collateral and will pay a reasonable rental for the use thereof while the same is in Mortgagor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property and/or Collateral as may be reasonably necessary for its proper operation, care, preservation or protection; pay any liens which become due; insure the Property and Collateral against loss by casualty and itself against liability arising from its ownership and use of the Property and/or Collateral; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property and/or Collateral as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property and/or Collateral.

22. Appointment of Receiver. Upon the occurrence of an Event of Default and in accordance with applicable law, Mortgagee personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Borrower, Mortgagor and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts, accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Mortgagee or a receiver is then in possession of the Property. Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 22 shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Property, the receiver may:

22.1.1 Possess, use, operate, manage, control, and conduct the business of the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

22.1.2 Collect all room rates, rents, revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Property and apply such sums or the proceeds thereof to the expenses of use, operation and management; and

22.1.3 Complete any construction in progress and, in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as it deems appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Mortgagee shall bear interest at the Default Rate (defined in the Loan Agreements) from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Mortgagor secured hereby.

23. Uniform Commercial Code Remedies. In the event of a default, Mortgagee may exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Idaho. Upon request, Mortgagor will assemble and make the personal property Collateral available to Mortgagee or its agent at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may sell (at public or private sale), lease or otherwise dispose of such Collateral in accordance with the Uniform Commercial Code. Unless such Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor prior written notice of the time and place of any public sale of such Collateral or of the time after which any other intended disposition of such Collateral will occur, and notice will be deemed reasonably and properly given if mailed at least ten (10) days prior to such sale or other disposition. Mortgagee may elect to judicially foreclose its security interest. Mortgagee and its agents will have the right to enter the Property to exercise Mortgagee's rights with regard to such Collateral.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Mortgage, under any Loan Document or other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be, to the extent permitted by applicable law, entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of the Loan Documents to Mortgagee, and Mortgagee may pursue inconsistent remedies. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right.

25. Repayment of Mortgagee's Expenditures and Advances. Borrower or Mortgagor shall immediately pay, without demand by Mortgagee, all sums expended or advanced hereunder or under any of the

other Loan Documents, and all costs incurred by Mortgagee in enforcing or protecting their rights or interests hereunder or under any of the other Loan Documents (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate applicable to any Note secured hereby, and the same shall constitute advances made under this Mortgage and repayment thereof shall be secured hereby. If Borrower or Mortgagor fails to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Mortgagee may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Borrower or Mortgagor for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same. Such amounts are secured by this Mortgage.

26. Due on Sale or Encumbrance. Mortgagor acknowledges and agrees that the obligations secured by this Mortgage are personal to Mortgagor and that Mortgagor's personal responsibility, financial condition, and control of the Property were material inducements on which Mortgagee relied in making its loan to Borrower. Mortgagor agrees that except as otherwise provided within the Loan Documents, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Mortgagor. Any such action, which is not otherwise permitted within the Loan Documents, without Mortgagee's prior written consent shall be deemed to increase Mortgagee's risk, and shall be an Event of Default hereunder. If Mortgagee elects, in its sole discretion, to consent to any such action, then (i) Mortgagee may condition its consent on such terms and conditions as Mortgagee may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby; and (ii) Mortgagor agrees to execute any documents as Mortgagee deems necessary to preserve or maintain its security interest in the Property. Mortgagee shall not be required to release the original obligor or any other party liable for such obligations.

27. Indemnification by Mortgagor. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or account of: (a) any action by Mortgagor in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Mortgagee under any of the Loan Documents; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Mortgagee, and such obligation shall be secured by this Mortgage. If any claim, action, or proceeding is brought against Mortgagee that is the subject of the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary in the name of the Mortgagee, by attorneys for Mortgagor's insurance carrier or otherwise by attorneys approved by Mortgagee.

28. Further Assurances. Borrower or Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such additional security instruments, in form and substance satisfactory to Mortgagee, which, in the reasonable opinion of Mortgagee, is essential to the operation of the Property covered by this Mortgage, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend, or maintain Mortgagee's security interests under or the priority of this Mortgage. Borrower or Mortgagor shall pay all costs in connection with the preparation, execution, recording, filing, and refiling of any such documents.

29. Multiple Mortgagors. If Mortgagor is comprised of more than one person or entity, then the term "Mortgagor" used herein shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions and other provisions of this Mortgage shall apply both collectively and individually, and each such person or entity shall be jointly and severally liable for all obligations secured by this Mortgage.

30. Assignment. Mortgagee may assign this Mortgage in whole or in part to any person and may grant participation in any of its rights under the Mortgage without notice and without affecting Mortgagor's liability under this Mortgage. In connection with any proposed assignment, participation, or similar arrangements, Mortgagee may make available to any person all credit and financial data furnished or to be furnished to Mortgagee by Mortgagor under the Loan Documents. Mortgagee and all other parties to whom Mortgagor's credit and financial data is furnished shall treat such data as confidential. Mortgagor may not assign the Mortgage to any person at any time, except in connection with a transaction approved in writing by Mortgagee under the terms of this Mortgage. Subject to such prohibitions against Mortgagor's assignment, this Mortgage shall inure to the benefit of

and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

31. Applicable Law. This Mortgage is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

32. Miscellaneous. The term Mortgagee shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Mortgagee herein. In construing this Mortgage and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Mortgage may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

33. Disclosures/Disclaimers. Mortgagee makes the following disclosures and disclaimers in connection with this Mortgage:

33.1 Actions Solely for Benefit of Mortgagee. Any and all subsequent purchasers of the Property, and any other parties acquiring an interest in the Property, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Property by Mortgagee or any agent of Mortgagee shall be made exclusively for the benefit of Mortgagee, and Mortgagee makes no representations to any third party acquiring any interest in the Property. Such third party shall have no rights of reliance upon any action taken by Mortgagee. Mortgagee makes no representations whatsoever to any third party as to the adequacy or legality of any action of Mortgagor and any action of Mortgagee is solely for the benefit of Mortgagee.

33.2 Changes in Interest Rate. One or more Notes secured hereby contain provisions permitting (a) increases and decreases in the rate of interest provided in the Notes, and (b) increases and decreases in the periodic payments required under the Notes.

34. Possession and Maintenance of the Property.

34.1 Possession and Use. Until the occurrence of an Event of Default, Mortgagor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

34.2 Duty to Maintain. Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

34.3 Nuisance, Waste. Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee except in accordance with the Loan Agreements.

34.4 Removal of Improvements. Mortgagor shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Mortgagee. As a condition to the alteration, demolition, or removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

34.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interests and to inspect the Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

34.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the

Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

34.7 Duty to Protect. Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

34.8 Access Laws.

34.8.1 Mortgagor agrees that Mortgagor and the Property shall at all times strictly comply with the requirements of the federal Americans with Disabilities Act of 1990; the federal Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Mortgagee may require a certificate of compliance with the Access Laws and Indemnification agreement in a form reasonably acceptable to Mortgagee. Mortgagee may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Mortgagee.

34.8.2 Notwithstanding any provisions set forth herein or in any other document, Mortgagor shall not alter or permit any tenant or other person to alter the Property in any manner that would increase Mortgagor's responsibilities for compliance with the Access Laws without the prior written approval of Mortgagee. In connection with such approval, Mortgagee may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Mortgagee.

34.8.3 Mortgagor agrees to give prompt written notice to Mortgagee of the receipt by Mortgagor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations that relate to compliance with any of the Access Laws.

34.8.4 Mortgagor shall indemnify, defend and hold harmless Mortgagee from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Mortgagor under this Section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding or delivery of a deed in lieu of foreclosure.

34.9 Reappraisals. Mortgagee shall have the right to obtain at Mortgagor's cost and expense reappraisals of the Property from any licensed or certified appraiser designated by Mortgagee, from time to time (a) whenever such reappraisal may be required by any law, rule, or regulation applicable to the conduct of Mortgagee's business, or (b) whenever reasonably deemed appropriate by Mortgagee following the occurrence or during the continuation of an Event of Default. Mortgagee may use the results of such reappraisal to evaluate and restructure such loan or loans if necessary in Mortgagee's reasonable discretion.

35. Leases. In the event Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, Mortgagee, during such time as it shall be mortgagee in possession, shall have, and Mortgagor hereby gives and grants to Mortgagee, the right, power and authority, by itself or through a duly appointed receiver, to make and enter into leases of the Property or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Property hereunder, it being the intention of Mortgagor that, while Mortgagee is a mortgagee in possession of the Property, Mortgagee or the receiver shall be deemed to be and shall be the attorney-in-fact of Mortgagor for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable by Mortgagee or the receiver. The power and authority hereby given and granted by Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor.

36. Marshaling of Assets. Mortgagor hereby expressly waives all rights to require a marshaling of assets by the Mortgagee or to require Mortgagee to first resort to the sale of any portion of the Property that might have been retained by Mortgagor before foreclosing upon and selling any other portion thereof.

37. **Severability.** If any term of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

38. **Modifications.** This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

39. **Priority of Mortgage.** The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Notes (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

40. **Commercial Mortgage.** Mortgagor warrants that the loan secured hereby is for commercial purposes and is not for residential, household, personal, agricultural or consumer purposes.

41. **Mutual Negotiation.** Mortgagee and Mortgagor confirm that they have mutually negotiated this Mortgage and that none of the terms or provisions of this Mortgage shall be presumptively construed against either party.

42. **Jury Trial Waiver.** MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES OR ANY INSTRUMENT OR OTHER AGREEMENT THAT EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. MORTGAGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN EVIDENCED BY THE NOTES.

43. **Merger.** No merger shall occur as a result of Mortgagee acquiring any other estate in or lien on the Property, unless Mortgagee consents to a merger in writing.

44. **Attorney-in-Fact.** Mortgagor hereby irrevocably appoints Mortgagee, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments or assignment, conveyance or further assurance with respect to Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property; provided, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Secured Obligation and shall bear interest at the Default Rate (as defined in the Loan Agreements); (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action that it is empowered to take under this Section. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Mortgagor.

45. **Hypothecation Mortgage – Agreement of Borrower.** Borrower (defined above), by his execution of this Mortgage, agrees that he shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Mortgagor, each and every of the terms, covenants, and conditions of this Mortgage; provided that any limitation of liability on the part of or applicable to Mortgagor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Mortgagee under this Mortgage

or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Mortgagee.

~SIGNATURES ON THE FOLLOWING PAGE~

The parties have executed this Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as of the day and year first above written.

MORTGAGOR:

SPP Land, LLC, a Georgia limited liability company

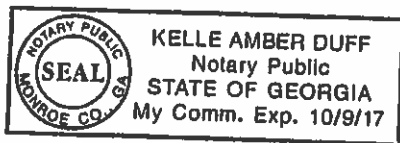


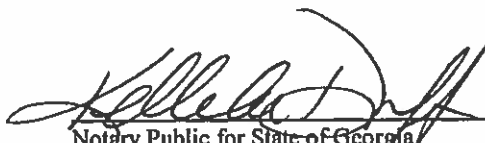
(Seal)
Travis B. Griffith, Manager

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said State, personally appeared Travis B. Griffith, known or identified to me to be the Manager of SPP Land, LLC, 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.

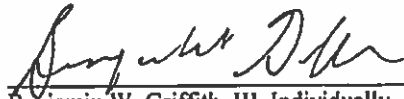
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for State of Georgia
Residing at _____
My commission expires _____

BORROWER:

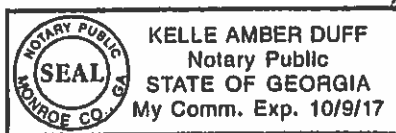


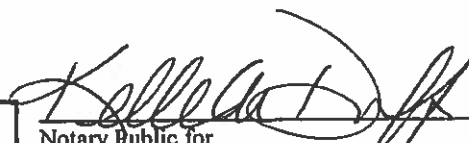
(Seal)
Benjamin W. Griffith, III, Individually

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said state, personally appeared Benjamin W. Griffith, III, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Benjamin W. Griffith, III executed the same.

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





Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION
(Adams County, Idaho)

EXHIBIT 'A'

File No.: NCS-749938A-WA1 (LJ)

Property: Adams County, ID, ID

Parcel A

Township 15 North, Range 1 East, Boise Meridian, Adams County, ID

Section 1: SE1/4NE1/4, N1/2SE1/4, Lot 1 (RP15N01E010001A)

Section 2: SW1/4NE1/4, SE1/4NE1/4, Lots 1, 2, 4 (RP15N01E020001A)

Section 3: Lot 1 (RP15N01E030001A)

Section 14: S1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 (RP15N01E143601A)

Section 35: NW1/4NE1/4, N1/2NW1/4 (RP15N01E350601A)

Township 15 North, Range 2 East, Boise Meridian, Adams County, ID

Section 3: SW1/4NE1/4, S1/2NW1/4, NW1/4SW1/4 (RP15N02E031200A)

Section 4: SE1/4NE1/4, NW1/4SW1/4, N1/2SE1/4, SE1/4SE1/4

Lots 2-5 (RP15N02E040600A)

Section 5: S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4

Lots 2-8 (RP15N02E050600A)

Section 6: SW1/4NE1/4, SE1/4NW1/4, NE1/4SW1/4, NW1/4SE1/4,

Lots 3-10 (RP15N02E061200A)

Section 7: NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4, Lots 1-3

(RP15N02E073000A)

Section 8: N1/2NE1/4, NE1/4NW1/4 (RP15N02E080001A)

Section 9: NE1/4 (RP15N02E090001A)

Section 10: NW1/4 (RP15N02E102400A)

Township 16 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 5: S1/2SW1/4 (RP16N01E056000A)

Section 6: E1/2SE1/4, SW1/4NE1/4, SE1/4NW1/4,

E1/2NW1/4SE1/4, Lot 5, S1/2NW1/4NE1/4,

SE1/4NE1/4NW1/4 (RP16N01E060900A)

Section 34: E1/2SE1/4 (RP16N01E347200A)

Section 35: S1/2NW1/4, W1/2SW1/4 (RP16N01E353600A)

Township 16 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 21: NW1/4, S1/2 (RP16N02E217800A)

Section 22: W1/2, S1/2SE1/4 (RP16N02E222400A)

Section 23: SW1/4SW1/4 (RP16N02E236000A)

Section 26: NW1/4NW1/4 (RP16N02E263000A)

Section 27: All of said Section (RP16N02E270001A)

Section 28: E1/2NE1/4, W1/2, E1/2SE1/4 (RP16N02E280001A)

Section 31: E1/2SW1/4, SE1/4, Lots 1-2 (RP16N02E314800A)

Section 32: NE1/4, SE1/4NW1/4, SE1/4SW1/4, SE1/4 (RP16N02E320001A)

Section 33: All of said Section (RP16N02E330001A)

Section 34: N1/2, SW1/4SW1/4, NE1/4SE1/4 (RP16N02E340001A)

Section 35: W1/2NW1/4, NW1/4SW1/4 (RP16N02E353000A)

Township 17 North, Range 2 West, Boise Meridian, Adams County, Idaho

Section 21: Lot 7--(RP17N02W219000A)

Section 22: S1/2SW1/4 and the SW1/4SE1/4--(RP17N02W226000A)

Date: April 20, 2016

**Township 18 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 6: All that part of Government Lot 2 lying West of the Union Pacific Railroad nka
Friends of Weiser River Trail
And
Government Lots 3-5, SE1/4NW1/4
Excepting Therefrom the right-of-way of the Union Pacific Railroad nka Friends of Weiser
River Trail
ALSO EXCEPTING the right-of-way granted to the State of Idaho in Book 17 of Deeds page
204.
(RP18N01E063000A)**

**Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 31: SW1/4SE1/4**

**Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 2: S1/2NE1/4, N1/2SE1/4, Lots 1-2 (RP20N01E020100A)
Section 26: SW1/4, W1/2SE1/4 (RP20N01E264801A)
Excepting Therefrom the following parcel more particularly described as follows:
Commencing at the section corner common to Sections 23, 24, 26 and 25, T20NR1EBM,
being an aluminum monument;
Thence South 88° 24' 37" West on the section line between Sections 23 and 26, 1,325.54
feet to a point being an aluminum monument set for the East 1/16 corner between Section
23 and 26;
Thence South 00° 24' 50" East on the subdivisional line of Section 26, 976.69 feet to a point
being a 5/8" rebar and the True Point of Beginning.
Thence continuing on said subdivisional line South 00° 24' 50" East, 2,637.65 feet to a point
being a 5/8" rebar;
Thence North 25° 23' 27" West, 305.22 feet to a 5/8" rebar;
Thence North 43° 04' 40" West, 302.56 feet to a 5/8" rebar;
Thence North 04° 16' 17" West, 420.12 feet to a 5/8" rebar;
Thence North 00° 48' 19" West, 633.42 feet to a 5/8" rebar;
Thence North 09° 46' 54" West, 581.46 feet to a 5/8" rebar;
Thence North 01° 13' 31" West, 174.47 feet to a 5/8" rebar;
Thence North 07° 22' 16" East, 192.29 feet to a 5/8" rebar;
Thence North 12° 26' 26" East, 230.73 feet to a 5/8" rebar;
Thence North 82° 54' 57" East, 190.75 feet to a 5/8" rebar;
Thence South 64° 09' 08" East, 171.53 feet to a 5/8" rebar;
Thence South 61° 16' 13" East, 49.19 feet to a 5/8" rebar;
and the Point of Beginning.
Section 27: S1/2SE1/4 (RP20N01E278405A)**

**Township 20 North, Range 2 East, Boise Meridian, Adams County, Idaho
Section 29: S1/2, S1/2NE1/4 (RP20N02E291801A)
Section 32: N1/2NE1/4, N1/2NW1/4 (RP20N02E320100A)**

**Excepting from all of the above described parcels the right-of-way of U.S. Highway 95 and
any and all road rights-of-way as now established.**

Parcel B

**Lots 3 and 4 of the Smokey Boulder Planned Unit Development, as said lots are numbered
and designated on the official plat thereof on file and of record in the office of the County
Recorder of Adams County, Idaho, recorded December 2, 2011 as Instr. No. 122743.**

Date: April 20, 2016

Township 18 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 1: E1/2SW1/4, SE1/4 (RP18N01E014800A)
Section 12: NE1/4, NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, N1/2SE1/4
(RP18N01E120005A)

Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho
Section 2: Lots 3-4, S1/2NW1/4, SW1/4 (RP18N02E022400A)
W1/2SE1/4 (RP18N02E027950A)

Excepting Therefrom a parcel of land situated in the SE1/4 more particularly described as follows:

Commencing at a brass cap marking the Section corner common to Sections 1, 2, 11 and 12, T18NR2EBM, Adams County, Idaho, the Real Point of Beginning;

Thence N 89° 46' 49" W 1627.69 feet along the line common to said Sections 2 and 11 to the centerline of an abandoned railroad grade;

Thence 183.09 feet along a non-tangent curve to the left whose long chord bears N 46° 49' 36" W 182.06 feet, and radius is 500 feet and delta angle is 20° 58' 48" along said railroad grade;

Thence N 57° 19' 00" W 158.20 feet along said railroad grade;

Thence 124.13 feet along a curve to the right whose radius is 331.07 feet and delta angle is 21° 29' 00" along said railroad grade;

Thence 125.52 feet along a curve to the left whose radius is 1348.44 feet and delta angle is 05° 20' 00" along said railroad grade;

Thence 105.13 feet along a curve to the right whose radius is 860.51 feet and delta angle is 07° 00' 00" along said railroad grade;

Thence N 34° 10' 00" W 310.51 feet along said railroad grade;

Thence 199.84 feet along a curve to the right whose radius is 600.00 feet and delta angle is 19° 05' 00" along said railroad grade;

Thence N 15° 05' 00" W 364.02 feet along said railroad grade;

Thence 61.09 feet along a curve to the right whose radius is 3,000 feet and delta angle is 01° 10' 00" along said railroad grade;

Thence N 13° 55' 00" W 211.77 feet along said railroad grade;

Thence 61.09 feet along a curve to the left whose radius is 1,500 feet and delta angle is 02° 20' 00" along said railroad grade;

Thence N 16° 15' 00" W 214.58 feet along said railroad grade to the centerline of existing Fish Lake Road;

Thence 100.92 feet along a non-tangent curve to the right whose long chord bears S 48° 41' 30" E 100.86 feet and radius is 840.00 feet and delta angle is 06° 53' 02" along said Fish Lake Road centerline;

Thence S 45° 15' 00" E 46.75 feet along said Fish Lake Road centerline to its intersection with a North-South road;

Thence N 00° 40' 00" E 79.09 feet along said road centerline;

Thence 100.36 feet along a curve to the right whose radius is 1,000 feet and delta angle is 05° 45' 00" along said road centerline;

Thence N 06° 25' 00" E 109.64 feet along said road centerline;

Thence 223.98 feet along a curve to the right whose radius is 700.00 feet and delta angle is 18° 20' 00" along said road centerline;

Thence N 24° 45' 00" E 97.19 feet along said road's centerline;

Thence 119.12 feet along a curve to the left whose radius is 700.00 feet and delta angle is 09° 45' 00" along said road centerline;

Thence N 15° 00' 00" E 265.65 feet along said road centerline to its intersection with the East-West center section line of said Section 2;

Thence S 89° 37' 57" E 2253.26 feet to a brass cap marking the 1/4 corner common to said Sections 1 and 2;

Date: April 20, 2016

Thence S 00° 36' 49" E 2647.23 feet to the Real Point of Beginning.

Together with and subject to the following two easements:

A 70-foot-wide access easement situate in the SE1/4 of Section 2, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho, being 35.00 feet on each side of the following described center line:

Commencing at a brass cap marking the section corner common to Sections 1, 2, 11 and 12, T18NR2EBM, the Real Point of Beginning; Thence N 89° 46' 49" W., 1,627.69 feet along the line common to said Sections 2 and 11 to the center line of an abandoned railroad grade; Thence 183.09 feet along a nontangent curve to the left whose long chord bears N 46° 49' 36" W., 182.06 feet, and radius is 500.00 feet and delta angle is 20° 58' 48" along said railroad grade;

Thence N 57° 19' 00" W., 158.20 feet along said railroad grade;

Thence 124.13 feet along a curve to the right whose radius is 331.07 feet and delta angle is 21° 29' 00" along said railroad grade;

Thence 125.52 feet along a curve to the left whose radius is 1,348.44 feet and delta angle is 5° 20' 00" along said railroad grade;

Thence 105.13 feet along a curve to the right whose radius is 860.51 feet and delta angle is 7° 00' 00" along said railroad grade;

Thence N 34° 10' 00" W., 310.51 feet along said railroad grade;

Thence 199.84 feet along a curve to the right whose radius is 600.00 feet and delta angle is 19° 05' 00" along said railroad grade;

Thence N 15° 05' 00" W., 364.02 feet along said railroad grade;

Thence 61.09 feet along a curve to the right whose radius is 3,000.00 feet and delta angle is 1° 10' 00" along said railroad grade;

Thence N 13° 55' 00" W., 211.77 feet along said railroad grade;

Thence 61.09 feet along a curve to the left whose radius is 1,500.00 feet and delta angle is 2° 20' 00" along said railroad grade;

Thence N 16° 15' 00" W., 214.58 feet along said railroad grade to the center line of existing Fish Lake Road;

Thence 100.92 feet along a nontangent curve to the right whose long chord bears S 48° 41' 30" E., 100.86 feet and radius is 840.00 feet and delta angle is 6° 53' 02" along said Fish Lake Road center line;

Thence S 45° 15' 00" E., 46.75 feet along said Fish Lake Road center line to its intersection with a North-South road;

Thence N 0° 40' 00" E., 79.09 feet along said road center line;

Thence 100.36 feet along a curve to the right whose radius is 1,000.00 feet and delta angle is 5° 45' 00" along said road center line;

Thence N 6° 25' 00" E., 109.64 feet along said road center line;

Thence 223.98 feet along a curve to the right whose radius is 700.00 feet and delta angle is 18° 20' 00" along said road center line;

Thence N 24° 45' 00" E., 97.19 feet along said road center line;

Thence 119.12 feet along a curve to the left whose radius is 700.00 feet and delta angle is 9° 45' 00" along said road center line;

Thence N 15° 00' 00" E., 265.65 feet along said road center line to its intersection with the East-West center section line of said Section 2, the Point of Ending.

And Also

A 70-foot-wide access easement situate in the SE1/4 of Section 2, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho, being 35.00 feet on each side of the following described center line:

Commencing at a brass cap marking the section corner common to Sections 1, 2, 11 and 12, T18NR2EBM;

Date: April 20, 2016

Thence N 89° 46' 49" W., 1,627.69 feet along the line common to said Sections 2 and 11 to the center line of an abandoned railroad grade;
Thence 183.09 feet along a nontangent curve to the left whose long chord bears N 46° 49' 36" W., 182.06 feet, and radius is 500.00 feet and delta angle is 20° 58' 48" along said railroad grade;
Thence N 57° 19' 00" W., 158.20 feet along said railroad grade;
Thence 124.13 feet along a curve to the right whose radius is 331.07 feet and delta angle is 21° 29' 00" along said railroad grade;
Thence 125.52 feet along a curve to the left whose radius is 1,348.44 feet and delta angle is 5° 20' 00" along said railroad grade;
Thence 105.13 feet along a curve to the right whose radius is 860.51 feet and delta angle is 7° 00' 00" along said railroad grade;
Thence N 34° 10' 00" W., 310.51 feet along said railroad grade;
Thence 199.84 feet along a curve to the right whose radius is 600.00 feet and delta angle is 19° 05' 00" along said railroad grade;
Thence N 15° 05' 00" W., 364.02 feet along said railroad grade;
Thence 61.09 feet along a curve to the right whose radius is 3,000.00 feet and delta angle is 1° 10' 00" along said railroad grade;
Thence N 13° 55' 00" W., 211.77 feet along said railroad grade;
Thence 61.09 feet along a curve to the left whose radius is 1,500.00 feet and delta angle is 2° 20' 00" along said railroad grade;
Thence N 16° 15' 00" W., 214.58 feet along said railroad grade to the center line of existing Fish Lake Road, The Point of Beginning;
Thence 100.92 feet along a nontangent curve to the right whose long chord bears S 48° 41' 30" E., 100.86 feet and radius is 840.00 feet and delta angle is 6° 53' 02" along said Fish Lake Road center line;
Thence S 45° 15' 00" E., 46.75 feet along said Fish Lake Road center line to its intersection with a North-South road;
Thence continuing S 45° 15' 00" E., 50.04 feet along said Fish Lake Road;
Thence 118.68 feet along a curve to the right whose radius is 320 feet and delta angle is 21° 15' along said Fish Lake Road;
Thence S 24° 00' E., 162.34 feet along said Fish Lake Road;
Thence 156.38 feet along a curve to the left whose radius is 320 feet and delta angle is 28° 00' 00" along said Fish Lake Road;
Thence S 52° 00' E., 577.59 feet along said Fish Lake Road;
Thence 223.05 feet along a curve to the left whose radius is 135.00 feet and delta angle is 94° 40' 00" along said Fish Lake Road;
Thence N 33° 20' 00" E., 1,682.46 feet along said Fish Lake Road;
Thence 512.65 feet along a curve to the right whose radius is 515.00 feet and delta angle is 57° 02' 03" along said Fish Lake Road;
Thence S 89° 37' 57" E., 209.67 feet along said Fish Lake Road to its intersection with the East line of said Section 2, The Point of Ending.

Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 3: E1/2 (RP18N02E030005A)

Section 10: E1/2 (RP18N02E100005A)

Section 11: All of said Section (RP18N02E110100A)

Section 12: All of the W1/2 and NW1/4NE1/4 of said Section lying in Adams County (RP18N02E124000A)

Section 13: All of the NW1/4 of said Section lying in Adams County (RP18N02E133100A)

Excepting From said Sections 11, 12 and 13:

All that portion of Sections 11, 12 and 13 lying within Adams County, and lying East of the right-of-way of that certain Boise Cascade Road known as Rock Flat Road more particularly

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described as follows:

Starting at the Section corner common to Sections 1, 2, 11, and 12, T18NR2EBM;

Thence N 90° W a distance of 1565.5 feet to a point;

Thence S 18° E a distance of 94.7 feet to a point;

Thence S 31° E a distance of 223.1 feet to a point;

Thence S 35° E a distance of 360.6 feet to a point;

Thence S 39° E a distance of 246.3 feet to a point;

Thence S 47° E a distance of 296.7 feet to a point;

Thence S 38° E a distance of 249.5 feet to a point;

Thence S 38° E a distance of 263.6 feet to a point;

Thence S 33° E a distance of 112.0 feet to a point;

Thence S 24° E a distance of 401.8 feet to a point;

Thence S 23° E a distance of 542.0 feet to a point;

Thence S 23° E a distance of 684.8 feet to a point;

Thence S 22° E a distance of 240.8 feet to a point;

Thence S 23° E a distance of 374.1 feet to a point;

Thence S 24° E a distance of 175.4 feet to a point;

Thence S 15° E a distance of 295.9 feet to a point;

Thence S 01° E a distance of 138.0 feet to a point;

Thence S 07° W a distance of 288.5 feet to a point;

Thence S 18° E a distance of 383.4 feet to a point;

Thence S 03° E a distance of 147.3 feet to a point;

Thence S 06° W a distance of 103.4 feet to a point;

Thence S 09° E a distance of 177.9 feet to a point;

Thence S 10° W a distance of 152.0 feet to a point;

Thence S 12° W a distance of 372.9 feet to a point;

Thence S 06° W a distance of 120.4 feet to a point;

Thence S 15° W a distance of 101.1 feet to a point;

Thence S 31° W a distance of 160.6 feet to a point;

Thence S 07° E a distance of 196.7 feet to a point;

Thence S 03° W a distance of 199.5 feet to a point;

Thence S 13° E a distance of 204.7 feet to a point;

Thence S 07° E a distance of 123.5 feet to a point ending at the Adams/Valley County line.

Section 14: All of said Section lying in Adams County (RP18N02E140001A)

Section 15: E1/2E1/2 (RP18N02E150005A)

Section 23: All of the N1/2 and the W1/2SW1/4 of said Section lying in Adams County
(RP18N02E232400A)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 2: W1/2 (RP19N01E022400A)

Section 3: N1/2, SW1/4, W1/2SE1/4, NE1/4SE1/4, SE1/4SE1/4 (RP19N01E030001A)

Excepting from above Sections 2 and 3 the following Parcels:

Parcel 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 17, and Lots 1, 2, and 3, Block 18,
MeadowCreek Subdivision No. 2, formerly known as Kimberland Meadows Subdivision No. 2,
as per amended name change recorded July 13, 1993 as Instr. No. 84350, records of Adams
County, Idaho, and as set forth in Book 2 Plats Page 2.

Parcel 2

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Sections 2, 3, 10, and 11: A parcel of land situated in the W1/2 of Section 2, the SE1/4 of
Section 3, the NE1/4 of Section 10, and the W1/2 of Section 11 more particularly described
as follows:

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Commencing at the Section corner common to Sections 2, 3, 10, and 11, said Township and Range;

Thence North 00 degrees 03' 01" West 819.86 feet along the Section line common to said Sections 2 and 3 to the Real Point of Beginning;

Thence North 88 degrees 34' 24" East 492.19 feet;

Thence North 00 degrees 04' 02" West 371.22 feet;

Thence North 88 degrees 34' 48" East 179.23 feet;

Thence South 89 degrees 08' 39" East 50.00 feet;

Thence South 04 degrees 31' 09" West 190.15 feet;

Thence South 35 degrees 13' 56" West 256.44 feet;

Thence South 40 degrees 57' 42" East 220.00 feet;

Thence South 33 degrees 58' 34" East 267.39 feet;

Thence South 00 degrees 00' 00" West 395.00 feet to the northerly right-of-way of Skyline Drive;

Thence South 14 degrees 19' 45" West 50.00 feet to the southerly right-of-way of Skyline Drive;

Thence 76.19 feet along said Southerly right-of-way on a non-tangent curve to the left whose long chord bears South 79 degrees 01' 54" East 76.14 feet, radius is 649.39 feet, and delta angle is 06 degrees 43' 19";

Thence South 13 degrees 27' 24" East 403.80 feet;

Thence North 66 degrees 34' 17" East 326.96 feet;

Thence South 53 degrees 09' 09" East 264.79 feet to the Northwesterly right-of-way of Buckbrush Drive;

Thence South 38 degrees 05' 38" East 50.00 feet to the Southeasterly right-of-way of Buckbrush Drive;

Thence South 74 degrees 23' 37" East 267.11 feet;

Thence North 62 degrees 00' 26" East 330.00 feet;

Thence South 01 degrees 26' 05" West 495.55 feet;

Thence South 25 degrees 58' 28" West 500.00 feet;

Thence South 12 degrees 20' 21" West 327.57 feet;

Thence South 33 degrees 13' 54" East 346.70 feet;

Thence South 00 degrees 00' 00" West 460.00 feet;

Thence South 30 degrees 34' 45" West 255.54 feet;

Thence South 06 degrees 41' 20" East 270.82 feet to the Northerly right-of-way of Sorrel Drive;

Thence South 07 degrees 16' 30" West 50.00 feet to the Southerly right-of-way of Sorrel Drive;

Thence South 82 degrees 43' 30" East 75.00 feet along the Southerly right-of-way of Sorrel Drive;

Thence South 06 degrees 43' 46" West 385.26 feet to the Northerly right-of-way of Nicklaus Drive;

Thence South 13 degrees 00' 12" West 50.00 feet to the Southerly right-of-way of Nicklaus Drive;

Thence South 06 degrees 55' 03" West 43.67 feet;

Thence North 57 degrees 44' 58" West 130.62 feet;

Thence North 74 degrees 17' 36" West 263.24 feet;

Thence North 68 degrees 02' 06" West 351.60 feet;

Thence North 61 degrees 11' 10" West 628.57 feet;

Thence North 32 degrees 13' 06" West 155.82 feet;

Thence North 69 degrees 16' 53" West 355.85 feet;

Thence South 89 degrees 21' 34" West 223.34 feet to the 1/4 corner common to said Sections 10 and 11;

Thence North 77 degrees 01' 47" West 260.22 feet;

Thence North 71 degrees 18' 28" West 209.84 feet;

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**Thence North 65 degrees 58' 08" West 151.15 feet;
Thence North 60 degrees 31' 48" West 362.96 feet;
Thence North 69 degrees 39' 34" West 100.00 feet;
Thence North 00 degrees 11' 09" West 790.00 feet;
Thence North 60 degrees 25' 10" West 1279.80 feet;
Thence North 27 degrees 24' 00" East 860.00 feet;
Thence South 22 degrees 00' 00" East 440.00 feet;
Thence South 64 degrees 01' 38" East 804.35 feet;
Thence North 26 degrees 46' 55" East 1328.94 feet;
Thence North 00 degrees 32' 01" West 425.00 feet;
Thence North 88 degrees 34' 24" East 221.36 feet to the Point of Beginning.**

Parcel 3

**Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Sections 2 and 11: A parcel of land situated in the SW1/4 of Section 2 and the NW1/4 of
Section 11 being all of Blocks 15 (Lots 1-9) and 16 (Lots 1-27) and all or portions of certain
rights-of-way in MeadowCreek Subdivision No. 2, formerly known as Kimberland Meadows
Subdivision No. 2, as per amended name change recorded July 13, 1993 as Instr. No. 84350,
records of Adams County, Idaho, and as set forth in Book 2 Plats Page 2, more particularly
described as follows:**

**Commencing at the Section corner common to Sections 2, 3, 10, and 11, said Township and
Range;**

**Thence North 00 degrees 32' 01" West 1321.02 feet to the South 1/16 corner common to
said Sections 2 and 3;**

**Thence North 88 degrees 34' 48" East 675.50 feet to the C-W-SW 1/64 corner of said Section
2, the Real Point Of Beginning;**

**Thence North 00 degrees 03' 27" West 660.42 feet to the NW-SW 1/64 corner of said
Section 2, being also the NW corner of Block 16 of Meadowcreek Subdivision No. 2;**

**Thence North 88 degrees 35' 47" East 680.99 feet to the C-N-SW 1/64 corner of said Section
2;**

Thence North 00 degrees 25' 08" East 25.01 feet;

Thence North 71 degrees 14' 46" East 42.97 feet to the centerline of Lupine Drive;

**Thence 94.02 feet along said centerline on a non-tangent curve to the left whose long chord
bears South 28 degrees 20' 24" East 93.58 feet, radius is 280.97 feet and delta angle is 19
degrees 10' 22";**

Thence South 37 degrees 55' 35" East 172.50 feet along said centerline;

**Thence 180.30 feet along said centerline on a curve to the left whose radius is 507.60 feet
and delta angle is 20 degrees 21' 04";**

**Thence 34.91 feet along said centerline on a curve to the left whose radius is 100.00 feet
and delta angle is 20 degrees 00' 00" to the centerline of Buckbrush Drive;**

**Thence Southerly along said centerline of Buckbrush Drive South 02 degrees 16' 53" West
84.88 feet;**

**Thence 79.05 feet along a curve to the right whose radius is 110.78 feet and delta angle is
40 degrees 52' 58";**

Thence South 38 degrees 36' 05" East 112.08 feet;

**Thence 103.70 feet along a curve to the right whose radius is 125.76 feet and delta angle is
47 degrees 14' 40";**

Thence South 08 degrees 38' 35" West 138.77 feet;

**Thence 112.35 feet on a curve to the left whose radius is 169.89 feet and delta angle is 37
degrees 53' 25";**

**Thence 59.56 feet on a curve to the right whose radius is 201.55 feet and delta angle is 16
degrees 55' 56";**

Thence South 12 degrees 18' 54" East 253.00 feet;

Thence 250.44 feet on a curve to the right whose radius is 270.52 feet and delta angle is 53

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degrees 02' 34";
Thence South 40 degrees 43' 40" West 309.65 feet;
Thence 161.45 feet on a curve to the left whose radius is 132.92 feet and delta angle is 69 degrees 35' 33";
Thence 89.34 feet on a curve to the right whose radius is 301.77 feet and delta angle is 16 degrees 57' 47";
Thence South 11 degrees 54' 06" East 87.74 feet;
Thence 300.02 feet on a curve to the right whose radius is 544.18 feet and delta angle is 31 degrees 35' 19";
Thence South 19 degrees 41' 13" West 95.94 feet;
Thence 143.66 feet on a curve to the right whose radius is 255.48 feet and delta angle is 32 degrees 13' 09";
Thence leaving said centerline of Buckbrush Drive North 38 degrees 05' 38" West 25.00 feet to the Westerly right-of-way of said Buckbrush Drive;
Thence North 53 degrees 09' 09" West 264.79 feet;
Thence South 66 degrees 34' 17" West 326.96 feet;
Thence North 13 degrees 27' 24" West 403.80 feet to the Southerly right-of-way of Skyline Drive;
Thence 76.19 feet along said right-of-way on a non-tangent curve to the right whose long chord bears North 79 degrees 01' 54" West 76.14 feet, radius is 649.39 feet and delta angle is 06 degrees 43' 19";
Thence North 14 degrees 19' 45" East 50.00 feet to the Northerly right-of-way of Skyline Drive;
Thence North 395.00 feet;
Thence North 33 degrees 58' 34" West 267.39 feet;
Thence North 40 degrees 57' 42" West 220.00 feet;
Thence North 35 degrees 13' 56" East 256.44 feet;
Thence North 04 degrees 31' 09" East 190.15 feet;
Thence North 89 degrees 08' 39" West 50.00 feet;
Thence North 00 degrees 04' 02" West 129.97 feet to the Point Of Beginning.

Section 8: All that part of said Section lying North of U.S. Highway 95 (RP19N01E080062A)

Section 9: All that part of said Section lying North of U.S. Highway 95 (RP19N01E090062A)

Section 10: W1/2, SE1/4, NE1/4 (RP19N01E100300A)

Section 11: S1/2 (RP19N01E115200A)

Excepting from above Sections 10 and 11 the following Parcels:

Parcel 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 17, and Lots 1, 2, and 3, Block 18, MeadowCreek Subdivision No. 2, formerly known as Kimberland Meadows Subdivision No. 2, as per amended name change recorded July 13, 1993 as Instr. No. 84350, records of Adams County, Idaho, and as set forth in Book 2 Plats Page 2.

Parcel 2

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Sections 2, 3, 10, and 11: A parcel of land situated in the W1/2 of Section 2, the SE1/4 of Section 3, the NE1/4 of Section 10, and the W1/2 of Section 11 more particularly described as follows:

Commencing at the Section corner common to Sections 2, 3, 10, and 11, said Township and Range;

Thence North 00 degrees 03' 01" West 819.86 feet along the Section line common to said Sections 2 and 3 to the Real Point Of Beginning;

Thence North 88 degrees 34' 24" East 492.19 feet;

Thence North 00 degrees 04' 02" West 371.22 feet;

Thence North 88 degrees 34' 48" East 179.23 feet;

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Thence South 89 degrees 08' 39" East 50.00 feet;
Thence South 04 degrees 31' 09" West 190.15 feet;
Thence South 35 degrees 13' 56" West 256.44 feet;
Thence South 40 degrees 57' 42" East 220.00 feet;
Thence South 33 degrees 58' 34" East 267.39 feet;
Thence South 00 degrees 00' 00" West 395.00 feet to the Northerly right-of-way of Skyline Drive;
Thence South 14 degrees 19' 45" West 50.00 feet to the Southerly right-of-way of Skyline Drive;
Thence 76.19 feet along said Southerly right-of-way on a non-tangent curve to the left whose long chord bears South 79 degrees 01' 54" East 76.14 feet, radius is 649.39 feet, and delta angle is 06 degrees 43' 19";
Thence South 13 degrees 27' 24" East 403.80 feet;
Thence North 66 degrees 34' 17" East 326.96 feet;
Thence South 53 degrees 09' 09" East 264.79 feet to the Northwesterly right-of-way of Buckbrush Drive;
Thence South 38 degrees 05' 38" East 50.00 feet to the Southeasterly right-of-way of Buckbrush Drive;
Thence South 74 degrees 23' 37" East 267.11 feet;
Thence North 62 degrees 00' 26" East 330.00 feet;
Thence South 01 degrees 26' 05" West 495.55 feet;
Thence South 25 degrees 58' 28" West 500.00 feet;
Thence South 12 degrees 20' 21" West 327.57 feet;
Thence South 33 degrees 13' 54" East 346.70 feet;
Thence South 00 degrees 00' 00" West 460.00 feet;
Thence South 30 degrees 34' 45" West 255.54 feet;
Thence South 06 degrees 41' 20" East 270.82 feet to the Northerly right-of-way of Sorrel Drive;
Thence South 07 degrees 16' 30" West 50.00 feet to the Southerly right-of-way of Sorrel Drive;
Thence South 82 degrees 43' 30" East 75.00 feet along the Southerly right-of-way of Sorrel Drive;
Thence South 06 degrees 43' 46" West 385.26 feet to the Northerly right-of-way of Nicklaus Drive;
Thence South 13 degrees 00' 12" West 50.00 feet to the Southerly right-of-way of Nicklaus Drive;
Thence South 06 degrees 55' 03" West 43.67 feet;
Thence North 57 degrees 44' 58" West 130.62 feet;
Thence North 74 degrees 17' 36" West 263.24 feet;
Thence North 68 degrees 02' 06" West 351.60 feet;
Thence North 61 degrees 11' 10" West 628.57 feet;
Thence North 32 degrees 13' 06" West 155.82 feet;
Thence North 69 degrees 16' 53" West 355.85 feet;
Thence South 89 degrees 21' 34" West 223.34 feet to the 1/4 corner common to said Sections 10 and 11;
Thence North 77 degrees 01' 47" West 260.22 feet;
Thence North 71 degrees 18' 28" West 209.84 feet;
Thence North 65 degrees 58' 08" West 151.15 feet;
Thence North 60 degrees 31' 48" West 362.96 feet;
Thence North 69 degrees 39' 34" West 100.00 feet;
Thence North 00 degrees 11' 09" West 790.00 feet;
Thence North 60 degrees 25' 10" West 1279.80 feet;
Thence North 27 degrees 24' 00" East 860.00 feet;
Thence South 22 degrees 00' 00" East 440.00 feet;

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Thence South 64 degrees 01' 38" East 804.35 feet;
Thence North 26 degrees 46' 55" East 1328.94 feet;
Thence North 00 degrees 32' 01" West 425.00 feet;
Thence North 88 degrees 34' 24" East 221.36 feet to the Point of Beginning.

Parcel 3

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Sections 2 and 11: A parcel of land situated in the SW1/4 of Section 2 and the NW1/4 of Section 11 being all of Blocks 15 (Lots 1-9) and 16 (Lots 1-27) and all or portions of certain rights-of-way in MeadowCreek Subdivision No. 2, formerly known as Kimberland Meadows Subdivision No. 2, as per amended name change recorded July 13, 1993 as Instr. No. 84350, records of Adams County, Idaho, and as set forth in Book 2 Plats Page 2, more particularly described as follows:

Commencing at the Section corner common to Sections 2, 3, 10, and 11, said Township and Range;

Thence North 00 degrees 32' 01" West 1321.02 feet to the South 1/16 corner common to said Sections 2 and 3;

Thence North 88 degrees 34' 48" East 675.50 feet to the C-W-SW 1/64 corner of said Section 2, the Real Point Of Beginning;

Thence North 00 degrees 03' 27" West 660.42 feet to the NW-SW 1/64 corner of said Section 2, being also the NW corner of Block 16 of MeadowCreek Subdivision No. 2;

Thence North 88 degrees 35' 47" East 680.99 feet to the C-N-SW 1/64 corner of said Section 2;

Thence North 00 degrees 25' 08" East 25.01 feet;

Thence North 71 degrees 14' 46" East 42.97 feet to the centerline of Lupine Drive;

Thence 94.02 feet along said centerline on a non-tangent curve to the left whose long chord bears South 28 degrees 20' 24" East 93.58 feet, radius is 280.97 feet and delta angle is 19 degrees 10' 22";

Thence South 37 degrees 55' 35" East 172.50 feet along said centerline;

Thence 180.30 feet along said centerline on a curve to the left whose radius is 507.60 feet and delta angle is 20 degrees 21' 04";

Thence 34.91 feet along said centerline on a curve to the left whose radius is 100.00 feet and delta angle is 20 degrees 00' 00" to the centerline of Buckbrush Drive;

Thence Southerly along said centerline of Buckbrush Drive South 02 degrees 16' 53" West 84.88 feet;

Thence 79.05 feet along a curve to the right whose radius is 110.78 feet and delta angle is 40 degrees 52' 58";

Thence South 38 degrees 36' 05" East 112.08 feet;

Thence 103.70 feet along a curve to the right whose radius is 125.76 feet and delta angle is 47 degrees 14' 40";

Thence South 08 degrees 38' 35" West 138.77 feet;

Thence 112.35 feet on a curve to the left whose radius is 169.89 feet and delta angle is 37 degrees 53' 25";

Thence 59.56 feet on a curve to the right whose radius is 201.55 feet and delta angle is 16 degrees 55' 56";

Thence South 12 degrees 18' 54" East 253.00 feet;

Thence 250.44 feet on a curve to the right whose radius is 270.52 feet and delta angle is 53 degrees 02' 34";

Thence South 40 degrees 43' 40" West 309.65 feet;

Thence 161.45 feet on a curve to the left whose radius is 132.92 feet and delta angle is 69 degrees 35' 33";

Thence 89.34 feet on a curve to the right whose radius is 301.77 feet and delta angle is 16 degrees 57' 47";

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Thence South 11 degrees 54'06" East 87.74 feet;
Thence 300.02 feet on a curve to the right whose radius is 544.18 feet and delta angle is 31 degrees 35' 19";
Thence South 19 degrees 41' 13" West 95.94 feet;
Thence 143.66 feet on a curve to the right whose radius is 255.48 feet and delta angle is 32 degrees 13' 09";
Thence leaving said centerline of Buckbrush Drive North 38 degrees 05' 38" West 25.00 feet to the Westerly right-of-way of said Buckbrush Drive;
Thence North 53 degrees 09' 09" West 264.79 feet;
Thence South 66 degrees 34' 17" West 326.96 feet;
Thence North 13 degrees 27' 24" West 403.80 feet to the Southerly right-of-way of Skyline Drive;
Thence 76.19 feet along said right-of-way on a non-tangent curve to the right whose long chord bears North 79 degrees 01' 54" West 76.14 feet, radius is 649.39 feet and delta angle is 06 degrees 43' 19";
Thence North 14 degrees 19' 45" East 50.00 feet to the Northerly right-of-way of Skyline Drive;
Thence North 395.00 feet;
Thence North 33 degrees 58' 34" West 267.39 feet;
Thence North 40 degrees 57' 42" West 220.00 feet;
Thence North 35 degrees 13' 56" East 256.44 feet;
Thence North 04 degrees 31' 09" East 190.15 feet;
Thence North 89 degrees 08' 39" West 50.00 feet;
Thence North 00 degrees 04' 02" West 129.97 feet to the Point Of Beginning.

Section 14: NW1/4NW1/4 (RP19N01E143000A)

Section 15: All that part of the NW1/4 lying North of U.S. Highway 95 And the N1/2NE1/4 and all that part of the SW1/4NE1/4 lying North of U.S. Highway 95 (RP19N01E150002A)

Section 16: All that part of the NE1/4 lying North of U.S. Highway 95 (RP19N01E160080A)

Also Excepting the right-of-way of the Union Pacific Railroad

Section 17: All that part of the N1/2N1/2 lying North of U.S. Highway 95 (RP19N01E172400A)

Also Excepting the right-of-way of the Union Pacific Railroad

Section 18: NE1/4, E1/2NW1/4, Lots 1-2 (RP19N01E180005A)

Excepting Therefrom, the following parcel of land:

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 18: A parcel of land located in the NW1/4 of said Section more particularly described as:

Commencing at the West ¼ corner of said Section 18, a found brass cap monument, C.P.F.

Instr. No. 117184, corner records of said Adams County, being the Real Point Of Beginning;

Thence a bearing of N 89° 52' 30" E a distance of 1239.34 feet on the South boundary of the said NW1/4 of said Section 18 to a found 5/8 inch rebar being the Northwest corner of Lot 11, Price Valley Ridge Subdivision, Book 2 Plats Page 6, Instr. No. 78156, plat records of said Adams County;

Thence a bearing of N 89° 49' 10" E a distance of 396.00 feet on said South boundary of the NW1/4 of Section 18 to a found ½ inch rebar on the Westerly right-of-way boundary of Price Valley Road, being the Northeast corner of said Lot 11, Price Valley Ridge Subdivision;

Thence the following courses on said Westerly right-of-way boundary of Price Valley Road:

A curve to left having a radius of 517.00 feet, a length of 667.84 feet, and a chord which bears N 73° 06' 10" W a distance of 622.37 feet to a set 5/8 inch rebar;

A bearing of S 70° 02' 31" W a distance of 133.11 feet to a set 5/8 inch rebar;

A curve to the right having a radius of 268.00 feet, a length of 422.69 feet and a chord which bears N 64° 46' 29" W a distance of 380.22 feet to a set 5/8 inch rebar;

A bearing of N 19° 35' 28" W a distance of 260.77 feet to a set 5/8 inch rebar;

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A curve to the left having a radius of 187.00 feet, a length of 153.05 feet and a chord which bears N 43° 02' 17" W a distance of 148.81 feet to a set 5/8 inch rebar;
A curve to the right having a radius of 623.00 feet, a length of 314.80 feet and a chord which bears N 52° 00' 33" W a distance of 311.46 feet;
A curve to the left having a radius of 1067.00 feet, a length of 200.62 feet and a chord which bears N 42° 55' 12" W a distance of 200.32 feet to a set 5/8 inch rebar on the West boundary of said Section 18;
Thence a bearing of S 00° 00' 26" E a distance of 994.31 feet on said West boundary of Section 18 to the Real Point Of Beginning.

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 35: W1/2 (RP20N01E352400A)

Township 21 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 24: All that part of the SW1/4SW1/4 and SE1/4SW1/4 lying in Adams County (RP21N01E245400A)
Section 25: W1/2NW1/4 and all that part of the NE1/4NW1/4 and NW1/4SW1/4 lying in Adams County (RP21N01E252400A)
Section 26: NE1/4SE1/4, and all that part of the S1/2SE1/4 lying in Adams County Excepting Therefrom all that part of the S1/2SE1/4 lying within the plat of Smokey Boulder PUD as shown on the official plat recorded December 2, 2011 as Instr. No. 122743. (RP21N01E267201A)

Excepting from all of the above described parcels the right-of-way of U.S. Highway 95 and any and all road rights-of-way as now established.

Parcel C

Township 15 North, Range 1 East, Boise Meridian, Adams County, ID
Section 14: SE1/4SW1/4, S1/2SE1/4 (RP15N01E143600A)
Section 23: S1/2NE1/4, E1/2SE1/4 (RP15N01E231200A)
Section 24: S1/2NE1/4, S1/2NW1/4, NW1/4SW1/4, S1/2SW1/4, SE1/4 (RP15N01E241200A)
Section 25: N1/2, N1/2SW1/4 (RP15N01E250001A)
Section 26: E1/2NE1/4, N1/2SE1/4, SE1/4SE1/4 (RP15N01E260001A)
Section 35: NE1/4NE1/4 (RP15N01E350001A)

Township 15 North, Range 2 East, Boise Meridian, Adams County, ID
Section 17: All of said Section (RP15N02E170001A)
Section 18: E1/2E1/2 (RP15N02E180001A)
Section 19: NE1/4NE1/4, Lots 1-2 (RP15N02E190001A)
Section 20: N1/2, N1/2SW1/4, SE1/4SW1/4, SE1/4 (RP15N02E200001A)
Section 21: W1/2NW1/4, SE1/4NW1/4, W1/2SW1/4 (RP15N02E213000A)

Township 17 North, Range 2 East, Boise Meridian, Adams County, Idaho
Section 3: Lots 3 and 4, S1/2NW1/4, SW1/4 and all that part of the W1/2E1/2 lying within the boundaries of Adams County. (RP17N02E030800A)
Section 4: All of said Section - (RP17N02E040001A)
Section 5: Lots 1, 2 and 3, the SE1/4NW1/4, S1/2NE1/4 and the S1/2SE1/4- (RP17N02E050001A)
Section 8: N1/2NE1/4-(RP17N02E080001A)
Section 9: All of said Section - (RP17N02E090001A)
Section 10: NW1/4, N1/2SW1/4, SW1/4SW1/4 and all that part of the NE1/4 and the N1/2SE1/4 lying within the boundaries of Adams County-(RP17N02E102400A)

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Section 15: N1/2NW1/4 and the SW1/4NW1/4-(RP17N02E152400A)

Township 18 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 2: W1/2SW1/4, Lot 5 (RP18N01E025400A)

Excepting from Lot 5 the following parcel owned by the State of Idaho, known as Lot 6 as shown in Book 2 Final Receipts Page 34 - RP18N01E024200A

Section 3: All of said Section (RP18N01E030001A)

Section 4: All of said Section (RP18N01E040001A)

Section 5: All of said Section (RP18N01E050001A)

Section 6: NE1/4 Excepting Therefrom the right-of-way of the Union Pacific Railroad nka Friends of the Weiser River Trail AND ALSO EXCEPTING all that parcel of Govt. Lot 2 lying West of said Friends of Weiser River Trail (RP18N01E060005A)

Section 9: E1/2 (RP18N01E090001A)

Section 10: All of said Section (RP18N01E100001A)

Section 11: S1/2NE1/4, W1/2 and the SE1/4 (RP18N01E110300A)

Section 12: S1/2SW1/4 and the S1/2SE1/4 (RP18N01E120001A)

Section 13: All of said Section (RP18N01E130001A)

Section 14: All of said Section (RP18N01E140001A)

Section 15: All of said Section (RP18N01E150001A)

Section 22: SE1/4 (RP18N01E227200A)

Section 23: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4, W1/2NW1/4, NE1/4SE1/4, SW1/4SE1/4 (RP18N01E230001A)

Section 24: All of said Section (RP18N01E240001A)

Section 25: All of said Section (18N01E250001A)

Section 26: NW1/4NE1/4 (RP18N01E260600A)

Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 3: W1/2 (RP18N02E030001A)

Section 7: W1/2NE1/4, W1/2 and the W1/2SE1/4 (RP18N02E070600A)

Section 10: W1/2 (RP18N02E100001A)

Section 15: W1/2 and the W1/2E1/2 (RP18N02E150001A)

Section 16: All of said Section Excepting a tract in the N1/2N1/2NE1/4 more particularly described as follows:

Beginning at the quarter corner common to Sections 9 and 16 in T18NR2EBM;

Thence E 451.50 feet along the Section line bearing S 89° 53' E to the Real Point of Beginning;

Thence S 28° 40' E a distance of 512.50 feet;

Thence N 74° 23' E a distance of 551.20 feet;

Thence S 74° 33' E a distance of 364.80 feet;

Thence N 36° 49' E a distance of 98.42 feet;

Thence N 63° 59' E a distance of 128.30 feet;

Thence S 83° 55' E a distance of 154.19 feet;

Thence N 59° 20' E a distance of 542.62 feet to the intersection of the Section line common to Sections 9 and 16; T18NR2EBM;

Thence N 89° 53' W a distance of 1924.51 feet to the Real Point of Beginning.

(RP18N02E160300A)

Section 17: All of said Section (RP18N02E170001A)

Section 18: All of said Section (RP18N02E180001A)

Section 19: All of said Section (RP18N02E190005A and RP18N02E197201A)

Section 20: All of said Section (RP18N02E200001A)

Section 21: N1/2NE1/4, W1/2, NE1/4SE1/4 and the S1/2SE1/4 (RP18N02E210001A)

Section 22: NE1/4, N1/2NW1/4, SE1/4NW1/4, SW1/4, all that part of the SE1/4 lying in Adams County (RP18N02E220001A)

Section 27: All that part of said Section lying in Adams County (RP18N02E270600A)

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Section 28: All of said Section (RP18N02E280001A)
Section 29: All of said Section (RP18N02E290001A)
Section 30: All of said Section (RP18N02E300005A and RP18N02E301801A)
Section 31: NE1/4, E1/2NW1/4, E1/2SE1/4 (RP18N02E310001A)
Section 32: All of said Section (RP18N02E320001A)
Section 33: All of said Section (RP18N02E330001A)
Section 34: W1/2, all that part of the W1/2E1/2 lying in Adams County (RP18N02E342400A)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 4: All of said Section (RP19N01E040001A)
Section 5: All of said Section (RP19N01E050001A)
Section 6: All of said Section (RP19N01E060001A)
Section 7: NE1/4NE1/4, W1/2NE1/4, E1/2NW1/4, SE1/4SW1/4, NE1/4SE1/4, W1/2SE1/4, Lots 1-4 (RP19N01E070001A)
Section 16: S1/2 (RP19N01E160075A)
Excepting Therefrom all that part of the S1/2NE1/4 and N1/2SE1/4 lying South of the centerline of the old North and South Highway between Tamarack and New Meadows, Idaho, and North of the centerline of the Union Pacific Railroad.
Also Excepting the right-of-way of the Union Pacific Railroad.

Section 17: SE1/4SE1/4 Excepting Therefrom the following parcel:

A parcel of land more particularly described as follows:

Commencing at the Southwest corner of said SE1/4SE1/4;

Thence N 00° 12' 46" E 325.47 feet along the West boundary of said SE1/4SE1/4 to the Real Point of Beginning;

Thence N 00° 12' 46" E 109.23 feet along said West boundary;

Thence S 53° 45' 39" E 46.21 feet;

Thence S 24° 41' 55" W 90.16 feet to the Real Point of Beginning.

Also Excepting the right-of-way of the Union Pacific Railroad (RP19N01E179001A)

Section 20: N1/2NE1/4, S1/2NE1/4, E1/2E1/2NW1/4, SE1/4, E1/2NE1/4SW1/4, S1/2SW1/4 (RP19N01E200002A)

Excepting Therefrom the following parcel:

A parcel of land located in the SE1/4SE1/4 of Section 17 and the NE1/4 of Section 20 more particularly described as follows:

Commencing at the Northwest corner of the NE1/4NE1/4 of Section 20, T19NR1E, which is the Real Point of Beginning;

Thence N 89° 58' 04" W 479.88 feet along the North boundary of said NE1/4;

Thence S 26° 48' 38" E 228.91 feet;

Thence S 55° 32' 56" E 259.24 feet;

Thence S 36° 16' 37" E 431.93 feet;

Thence N 82° 30' 47" E 179.01 feet;

Thence N 16° 52' 57" W 396.09 feet;

Thence N 24° 39' 04" W 326.27 feet to a point on the North boundary of said NE1/4;

Thence N 24° 39' 04" W 45.37 feet to a point on the West Boundary of the SE1/4SE1/4 of Section 17, T19NR1E;

Thence S 00° 12' 46" W 41.23 feet to the Real Point of Beginning.

Section 21: All of said Section (RP19N01E210005A and RP19N01E213001A)

Section 28: All of said Section (RP19N01E280001A)

Section 29: All of said Section (RP19N01E290005A and RP19N01E291801A)

Section 30: E1/2NE1/4, E1/2SE1/4 (RP19N01E300005A and RP19N01E301801A)

Section 31: E1/2NE1/4, NE1/4SE1/4, SE1/4SE1/4 (RP19N01E310005A)

Section 32: All of said Section (RP19N01E320001A)

Section 33: All of said Section (RP19N01E330005A and RP19N01E330601A)

Section 34: All of said Section (RP19N01E340005A and RP19N01E340601A)

Date: April 20, 2016

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 1: All of said Section (RP20N01E010100A)

Section 3: S1/2NW1/4, SW1/4, W1/2SE1/4 (RP20N01E034200A)

Section 8: N1/2NE1/4, W1/2SW1/4, S1/2NE1/4, E1/2SW1/4, SE1/4 (RP20N01E080101A and RP20N01E080600A)

Section 9: N1/2, SE1/4, SW1/4 (RP20N01E094801A and RP20N01E090101A)

Section 10: W1/2NE1/4, W1/2, W1/2SE1/4 (RP20N01E100600A)

Section 12: All of said Section (RP20N01E120100A)

Section 13: N1/2, NE1/4SW1/4, N1/2SE1/4 (RP20N01E130100A)

Section 14: S1/2SW1/4 (RP20N01E146000A)

Section 15: NW1/4NE1/4, S1/2NE1/4, NW1/4, S1/2 (RP20N01E151205A and RP20N01E153001A)

Section 17: All of said Section (RP20N01E173001A and RP20N01E170101A)

Section 20: NW1/4, SW1/4, NE1/4, E1/2SE1/4, NW1/4SE1/4 (RP20N01E200100A AND RP20N01E200100A)

Section 21: N1/2, N1/2SW1/4, SE1/4SW1/4, SE1/4 (RP20N01E210100A)

Section 22: All of said Section (RP22N01E220105A and RP22N01E223001A)

Section 23: SW1/4NE1/4, NW1/4, S1/2 (RP20N01E231205A and RP20N01E234201A)

Section 26: W1/2NE1/4, NW1/4 (RP20N01E260610A and RP20N01E262401A) Excepting therefrom the following parcel more particularly described as follows:

Commencing at the section corner common to Sections 23, 24, 26 and 25, T20NR1EBM, being an aluminum monument;

Thence South 88° 24' 37" West on the section line between Sections 23 and 26, 1,325.54 feet to a point being an aluminum monument set for the East 1/16 corner between Section 23 and 26;

Thence South 00° 24' 50" East on the subdivisional line of Section 26, 976.69 feet to a point being a 5/8" rebar and the True Point of Beginning

Thence continuing on said subdivisional line South 00° 24' 50" East, 2,637.65 feet to a point being a 5/8" rebar;

Thence North 25° 23' 27" West 305.22 feet to a 5/8" rebar;

Thence North 43° 04' 40" West, 302.56 feet to a 5/8" rebar;

Thence North 04° 16' 17" West, 420.12 feet to a 5/8" rebar;

Thence North 00° 48' 19" West, 633.42 feet to a 5/8" rebar;

Thence North 09° 46' 54" West, 581.46 feet to a 5/8" rebar;

Thence North 01° 13' 31" West, 174.47 feet to a 5/8" rebar;

Thence North 07° 22' 16" East, 192.29 feet to a 5/8" rebar;

Thence North 12° 26' 26" East, 230.73 feet to a 5/8" rebar;

Thence North 82° 54' 57" East, 190.75 feet to a 5/8" rebar;

Thence South 64° 09' 08" East, 171.53 feet to a 5/8" rebar;

Thence South 61° 16' 13" East, 49.19 feet to a 5/8" rebar and the Point of Beginning.

Section 27: N1/2, N1/2SW1/4, SW1/4SW1/4, N1/2SE1/4 (RP20N01E270105A and RP20N01E270601A)

Section 28: S1/2SW1/4, N1/2, N1/2SE1/4, SE1/4SE1/4 and the N1/2SW1/4 (RP20N01E286601A and RP20N01E280101A)

Section 29: E1/2NE1/4, SE1/4, W1/2NE1/4, W1/2 (RP20N01E290101A and RP20N01E290601A)

Section 32: W1/2, NW1/4SE1/4, S1/2SE1/4, NE1/4, NE1/4SE1/4 (RP20N01E320101A) (RP20N01E322401A)

Section 33: NW1/4NE1/4, S1/2NE1/4, E1/2W1/2, SW1/4SW1/4, SE1/4, W1/2NW1/4, NW1/4SW1/4 (RP20N01E330601A and RP20N01E333001A)

Section 34: All of said Section (RP20N01E340100A)

Date: April 20, 2016

Township 20 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 6: Lots 5-7 (RP20N02E063600A)

Section 7: Lots 1-4 (RP20N02E073000A)

Section 18: SE1/4SW1/4, Lots 1-4 (RP20N02E183000A)

Section 19: NE1/4, E1/2NW1/4, NE1/4SE1/4, S1/2SE1/4, Lot 1 (RP20N02E190100A)

Section 20: SW1/4NE1/4, SW1/4NW1/4, SW1/4, W1/2SE1/4 (RP20N02E201200A)

Section 29: NW1/4, N1/2NE1/4 (RP20N02E290101A)

Section 30: E1/2NE1/4 (RP20N02E300100A)

Township 21 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 10: N1/2SW1/4, W1/2SE1/4 (RP21N01E104800A)

Section 14: W1/2NW1/4, NW1/4SW1/4 (RP21N01E143000A)

Section 15: NE1/4, E1/2SW1/4, W1/2SE1/4, SE1/4SE1/4 (RP21N01E150001A)

Section 22: S1/2NW1/4, SW1/4, NW1/4SE1/4, S1/2SE1/4 (RP21N01E223600A)

Date: April 20, 2016

Section 23: E1/2SE1/4 (RP21N01E237200A)

Section 26: N1/2, N1/2SW1/4, NW1/4SE1/4 (RP21N01E260005A)

Section 27: NE1/4NW1/4NE1/4, E1/2NE1/4, NE1/4SE1/4 (RP21N01E270010A)

**Excepting From All of the Above Described Parcels the right-of-way of U.S. Highway 95 and
any all road rights-of-way as now established.**

A.P.N.

Recording Requested By and
When Recorded Return to:

Nexsen Pruet, LLC
Attn: C. King
PO Drawer 10648
Greenville, SC 29603

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS
(Boise County, Idaho)**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO. AGSOUTH FARM CREDIT, ACA, AS AGENT/NOMINEE FOR AGSOUTH FARM CREDIT, FLCA, AND/OR AGSOUTH FARM CREDIT, PCA, IS EXEMPT FROM THE PAYMENT OF APPLICABLE STATE INTANGIBLE AND RECORDING TAXES AS AN INSTRUMENTALITY OF THE UNITED STATES PURSUANT TO 12 U.S.C. 2098 AND 12 U.S.C. 2071, RESPECTIVELY.

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") is made to be effective as of April 21, 2016, by and among SPP Land, LLC, a Georgia limited liability company (the "Mortgagor"), whose address is 6304 Peake Road, Macon, Georgia 31210; and AgSouth Farm Credit, ACA, an agricultural credit association, for itself and as agent/nominee for others (the "Mortgagee"), whose address is 40 South Main Street, Statesboro, Georgia 30459.

1. **Granting Clause.** For good and valuable consideration, including the indebtedness described below Mortgagor hereby irrevocably grants, bargains, mortgages, sells and conveys to Mortgagee and its successors and assigns, with right of entry and possession as provided herein, all of Mortgagor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to that certain real property located in Boise County, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); together with:

1.1 **After-Acquired Title.** Any after-acquired title of Mortgagor in and to the Property and in and to land lying in the streets and roads adjoining the Property;

1.2 **Access, Etc.** All access rights and easements, now or hereafter belonging or in any way appertaining to the Property;

1.3 **Improvements.** All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property;

1.4 **Leases.** All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 **Rents.** All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Mortgagor pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

1.7 Water. Notwithstanding any other provision, reservation or exceptions contained herein or on any exhibit hereto, the lien created hereby shall cover all Mortgagor's water rights, including but not limited to, rights to surface water, ground water, underground water, percolating waters, tributaries and non-tributaries, rights to any water from lakes, streams or other bodies of water, adjudicated, licensed, or permitted water and water rights, appropriated or unappropriated water and water rights, decreed or undecreed water and water rights, riparian and other water rights which are now owned or which are hereafter acquired by Mortgagor whether or not expressly excepted from the description of the Property, including but not limited to Idaho Department of Water Resources, Water Right Nos., 78-4298A, 65-5787, 67-4570, 67-4571, 67-14985, 63-5340, 63-5342, 63-15291, 65-8003, 67-14983, 78-4295, 78-4296, 78-4299, 78-4304, 78-4306, and all stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Mortgagor with respect to the Property;

1.8 Timber. All timber with respect to the Property, including, but not limited to, standing timber, timber to be cut, and cut timber.

1.9 Mineral and Gas Rights. All existing and future rights in royalties, leasehold, surface, subsurface and/or mineral rights now owned or after-acquired, oil and gas rights, and other mineral rights in or related to the Property;

1.10 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.11 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property; all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. Security Agreement. This Mortgage shall also constitute a "Security Agreement" under the Uniform Commercial Code as adopted in the State of Idaho (the "UCC") between Mortgagor and/or Borrower as debtor and Mortgagee as secured party. As additional security for the performance of the obligations secured hereby, Mortgagor further grants and conveys to Mortgagee a security interest and a continuing lien on the following-described property and all proceeds of such property (collectively, the "Collateral"), all of which Collateral shall be deemed a part of and shall be included in any reference to the Property hereunder:

2.1 Property in Section 1. Any of the Property described in Section 1 above that is deemed to be personal property;

2.2 Permits, Plans, and Contracts. All of Mortgagor's right, title, and interest in any and all licenses, permits, approvals, bonds, commitments, designs, plans, specifications, construction, architectural and engineering agreements, commitments, contracts and subcontracts, surveys, appraisals, warranties, surety, bonding, security, development, financing, guaranty, indemnity, maintenance, management, service, supply agreements, commitments, contracts and subcontracts and insurance policies in any way pertaining to the development, construction, use, occupancy, operation and maintenance of the Property and any business of Mortgagor therein conducted, and all guarantees of any of the foregoing and any security therefor, and any and all other work product relating to the Property or any part thereof and now or hereafter owned by Mortgagor, including, without limitation, the Permits, Contracts, and Plans as defined in Section 6 below and any and all rights or claims that relate to the construction of improvements on or to the Property that Mortgagor may have against any person or entity supplying, or who has supplied, labor, materials, or services in connection with the construction of improvements on the Property;

2.3 Rights Under Covenants. All of Mortgagor's rights under any declarations of covenants, conditions, and restrictions recorded for the Property, including all of Mortgagor's rights and powers to elect or select officers and directors for any property owners' association established for the Property;

2.4 Timber; As-Extracted Collateral and Farm Products. All timber, as extracted-collateral, farm products, trees, shrubbery and bushes with respect to the Property, including, but not limited to, standing timber, timber to be cut and cut timber and minerals, gas and oil as extracted;

2.5 Water Stock and Shares. Those included in Section 1.7, above, and all water stock, shares of stock or other evidence of ownership of any part of the Property that is owned by the Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

2.6 Insurance; Eminent Domain. All of Mortgagor's rights under any and all contracts and policies of insurance with respect to the Property and to any and all awards made in connection with any eminent domain or condemnation proceedings, or purchases in lieu thereof, of the whole or any part of the Property;

2.7 Rights of Sale. All of Mortgagor's right, title, and interest in any contracts, options or agreements of sale with respect to the Property, all purchase money indebtedness to Mortgagor related to any sale, and any cash proceeds of such sale;

2.8 Accounts with Mortgagee. All accounts maintained by Mortgagor with Mortgagee or any subsidiary or affiliate of Mortgagee;

2.9 Improvement, Fixtures, etc. All improvements, fixtures, Equipment, furnishings, appliances, machinery, apparatus, goods, construction materials, and other articles of personal property owned by Mortgagor and now or hereafter affixed to, placed upon, or used in connection with the Property, including, but not limited to, any structures constructed on the Property, including, but not limited to, wells, pumps, pipes, sewer lines, motors, and irrigation equipment, cables, electrical wires for power systems, and construction materials, and any and all replacements and improvements thereof;

2.10 Tangible Personal Property. All existing and future inventory, furnishings, fixtures, Equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Mortgagor or in which Mortgagor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Mortgagor or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Mortgagor to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, suppliers, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

2.11 Accounts, Etc. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (a) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (b) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to or upon any or all of the Property, (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the Loan Documents secured by or referred to in this Mortgage, (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property, and (vii) investment property, including certificated securities, uncertificated securities, securities

accounts, securities entitlements, commodity accounts, and commodity contracts maintained pursuant to any of the Loan Documents, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefor;

2.12 General Intangibles, Etc. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the Property, including, but not limited to, (i) all names under which or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, including but not limited to the right to receive any and all cash, distributions and proceeds from the exercise of any option agreement against the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all non-privileged books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property, (viii) all grazing privileges; (ix) all options to purchase or exchange the Property or any portion thereof; and (x) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

2.13 Listing and Sales Agreements, Etc. All listing agreements, sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the Property, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Property;

2.14 Engineering and Architectural Plans and Specifications; Etc. All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the property described in Section 1 and Sections 2.1 through 2.11, above, and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

2.15 Operating and Management Agreements, Etc. All operating agreements and management contracts, including without limitation, any and all contracts and agreements, if any, previously, now or at any time hereafter entered into with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Property or otherwise concerning the operations and business of the Property, including without limitation, all bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, commitments, contracts and subcontracts, all insurance policies, all licenses and bonds, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, and other contracts for the operation and maintenance of, or provision of services to, the Property;

2.16 Files and Records. All non-privileged ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in Sections 2.1 through 2.15, above, or in this Section 2.16;

2.17 Other Property. Any and all other property or rights of any kind or nature, relating to the Property, further identified herein or in any UCC financing statement filed in connection herewith; and

2.18 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Collateral and all the rents, issues, proceeds, products, and profits of such Collateral.

3. Fixture Filing. It is intended that the recording of this Mortgage shall be effective as a "fixture filing" under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Mortgage is to be filed and indexed in the real estate records not only as a mortgage, but also a fixture filing.

4. **Obligations Secured.** This Mortgage is given for the purpose of and does secure the following obligations (collectively, the "Secured Obligations"):

4.1 **Promissory Notes.** Payment of all obligations at any time owing under:

(a) that certain promissory note payable by Benjamin W. Griffith, III ("Borrower"), as maker, to the order of Mortgagee, dated of even date herewith, evidencing a loan from Mortgagee to Borrower in the original principal amount of Eighty-Three Million Eight Hundred Thousand and No/100 Dollars (\$83,800,000.00);

(b) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated January 18, 2011, evidencing a loan from Mortgagee to Borrower in the original principal amount of Thirteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$13,650,000.00); and

(c) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated April 30, 2010, evidencing a loan from Mortgagee to Borrower in the original principal amount not to exceed Fifty-Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00).

Each of the foregoing promissory notes referenced above together with any other promissory note(s) now existing or hereafter executed by Borrower in favor of Mortgagee, as may have been or hereafter be amended, restated, replaced, extended, renewed and increased from time to time, being and secured hereby and hereafter collectively referred to as the "Notes", and each of the loans evidenced by the Notes are hereafter collectively referred to as the "Loans". The Loans being governed by, among other things, that certain Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated of even date herewith, and that certain Sixth Amended and Restated Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated April 11, 2013 (the foregoing, together with any modifications, amendments, restatements, consolidations and replacements thereof, whether now existing or hereafter arising, collectively, the "Loan Agreements").

4.2 **Additional Obligations.** Payment of any further sums advanced or loaned by Mortgagee to Borrower or any of Borrower's successors or assigns, or otherwise owed by Borrower to Mortgagee, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Mortgagee, are owing pursuant to this Mortgage or any of the other documents executed by Mortgagor, Borrower or any other party securing or otherwise relating to the Notes or the Loans evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Mortgage, together with interest thereon at the rate set forth in the relevant document. This Mortgage, the Notes, the Loan Agreements, and all other documents governing, securing, or otherwise relating to the Notes or the Loans evidenced thereby are hereafter referred to collectively as the "Loan Documents".

Mortgagor acknowledges that it will receive a material benefit from the Loans and that Mortgagee would not make or continue to make the Loans without the security of this Mortgage. Mortgagor has independently investigated the financial condition of Borrower, has not relied upon any financial or other information provided by Mortgagee and does not expect Mortgagee to provide any such information in the future. Mortgagor has reviewed the Loan Documents, this Mortgage and all other documents and agreements to be signed by Mortgagor in connection with the Loans, and is otherwise fully familiar with the Secured Obligations. Mortgagor, to the fullest extent permitted by law, hereby unconditionally (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection of enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waives notice of acceptance hereof by Mortgagor under this Mortgage; (iv) waives notice of any and all advances made under the Notes, any of the Loan Documents, or any other agreement secured by this Mortgage; (v) waives any defense or right in any action or proceeding to enforce this Mortgage that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waives all claims and defenses Mortgagor might otherwise assert to enforcement of the Secured Obligations or this Mortgage as a surety. Mortgagor further agrees that Mortgagee may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and

may otherwise deal with the Borrower or any guarantor or collateral as Mortgagee may elect, without affecting the rights of Mortgagee hereunder.

Mortgagor's liability for payment and performance of the indebtedness and obligations of Borrower to Mortgagee is not limited to the property encumbered by this Mortgage, as Mortgagee has agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Mortgagee.

4.3 Obligations Under Loan Documents. Performance by Borrower or Mortgagee, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Agreements and other Loan Documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents, including, without limitation, any and all other "Secured Obligations" as defined in the Loan Agreements.

4.4 Cross-Collateralization. In addition to the Notes and the Loans, this Mortgage secures the following indebtedness: all obligations, debts, and liabilities, plus interest thereon, of Mortgagee and/or Borrower, to Mortgagee or any one or more of them, as well as all claims by Mortgagee against Mortgagee or Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagee or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Specifically, without limitations, this Mortgage secures all obligations of Mortgagee arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Mortgagee and Mortgagee.

Mortgagor further covenants and agrees as follows:

5. Assignment of Rents. Mortgagee hereby assigns and transfers to Mortgagee all its right, title, and interest of Mortgagee in and under all leases now or hereafter affecting the Property (the "Leases"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Mortgagee to establish a complete and present transfer of all interests assigned hereunder with the right, but without the obligation, to collect all rents and profits of the Property under the Leases. So long as Mortgagee is not in default hereunder, Mortgagee may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Mortgagee to collect or receive rents and profits shall terminate until Mortgagee is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Mortgagee of its rights herein granted, Mortgagee agrees that payment made by tenants or occupants to Mortgagee shall be considered as though made to Mortgagee and in discharge of the tenants' obligations to Mortgagee and such payments shall be credited as payments of Borrower on amounts due Mortgagee under the Loan Documents. Nothing herein contained shall be construed as obligating Mortgagee to perform any of Mortgagee's covenants under any lease or rental arrangement.

6. Assignment of Permits, Contracts, and Plans. In addition to and without in any way derogating from the security interest granted Mortgagee in the Collateral, Mortgagee hereby assigns, grants, transfers, and sets over unto Mortgagee, Mortgagee's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, contracts, including, but not limited to, logging, timber, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreements, warranties, and any and all right, title, and interest in, to, and under any and all of the documents or other items listed in Sections 2.2, 2.5 and 2.11 through 2.14, above, and any and all other contracts for work product relating to logging, development or construction on the Property or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "Permits, Contracts, and Plans").

6.1 Security for Loans. This assignment is made as additional security for the payment and performance of all of the obligations of Mortgagee set forth in Section 4 above.

6.2 Liabilities. Mortgagee does not assume any obligations or duties of Mortgagor under the Permits, Contracts, and Plans unless and until Mortgagee shall have given Mortgagor written notice of the same. If Mortgagee does not directly undertake to complete development or construction of the Property, Mortgagee may assign such Permits, Contracts, and Plans to, and such obligations and duties of Mortgagor in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Mortgagee for the purpose of completing such development or construction, and Mortgagee shall have no liability whatsoever for the performance of any such obligations and duties.

6.3 Representations and Warranties of Mortgagor. Mortgagor represents and warrants to Mortgagee that:

6.3.1 No Prior Assignments. There have been no prior assignments of its rights, title, and interest in, to, and under the Permits, Contracts, and Plans;

6.3.2 Authority. Mortgagor has full power and authority to assign its rights, title, and interest in, to, and under the Permits, Contracts, and Plans to Mortgagee and no consents or approvals of any other person or entities are necessary in order for Mortgagor to validly execute, deliver, and perform this assignment; and

6.3.3 No Defaults or Modifications. All covenants, conditions, and agreements set forth in the Permits, Contracts, and Plans have been performed as required as of the date hereof and neither Mortgagor nor any other party is in default thereunder. Mortgagor shall not amend or modify any of the terms and conditions of the Permits, Contracts, and Plans without the prior written approval of Mortgagee, nor shall Mortgagor assign, transfer, mortgage, or otherwise convey or encumber any of its rights, title, or interest in, to, or under the Permits, Contracts, and Plans so long as any of Mortgagor's obligations under the Loan Documents remain unfulfilled.

6.4 Attorney-in-Fact. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, upon the occurrence of any defaults hereunder or under any of the other Loan Documents, to demand, receive, and enforce any and all of Mortgagor's rights under and with respect to the Permits, Contracts, and Plans, and to perform any and all acts with respect to the Permits, Contracts, and Plans that Mortgagee deems necessary or desirable with the same force and effect as if performed by Mortgagor in the absence of this assignment.

6.5 Assignment for Security. This assignment is for security purposes only. Mortgagee shall have no right pursuant to this assignment to enforce Mortgagor's rights with respect to the Permits, Contracts, and Plans until Mortgagor shall be in default under any of its obligations to Mortgagee pursuant to this Mortgage or any of the other Loan Documents. On the occurrence of any such default, Mortgagee, without affecting any of its rights or remedies against Mortgagor under any other instrument, document, or assignment, may exercise its rights under this assignment or in any other manner permitted by applicable law, and in addition, Mortgagee shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or as otherwise provided by law.

7. Nature of Property/Remedies. Mortgagor and Mortgagee agree that the filing of a financing statement in the records having to do with personal property in connection with the Security Agreement provided herein shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Property and all components thereof are, to the maximum extent possible, real property, subject to Mortgagee's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Mortgagee under this Mortgage, (b) available to Mortgagee as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Mortgagee's security shall be deemed to include personal property, Mortgagee shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Mortgagee's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Mortgagor agrees to assemble all such property and make it available to the Mortgagee as secured party at a place to be designated by such party that is reasonably convenient to all parties.

8. Representations and Warranties. To protect the security of this Mortgage and for the benefit of Mortgagee, Mortgagor does, for Mortgagor and for Mortgagor's successors and assigns, represent, covenant, warrant, and agree as follows:

8.1 Warranty of Title. Excepting matters accepted and approved by Mortgagee as exceptions to title in final title policies covering the Property, that Mortgagor has good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Mortgagee in writing; that Mortgagor owns all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Mortgagee); that Mortgagor is vested with the right to convey all real property described herein to Mortgagee; and that no consent of other parties is required as a condition thereto. Mortgagor does hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Mortgage against the claims and demands of all persons and parties;

8.2 Commercial Instrument. That the proceeds of the Loans secured hereby will be used for business or commercial purposes and not for personal or family purposes;

8.3 Legal Entity, Business, Etc. That while any sums remain outstanding hereunder, Mortgagor will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Mortgagee of any material change in Mortgagor's business or financial position, any change in any location where Mortgagor's accounts and/or assets are to be maintained, the location of any new places of business of Mortgagor and the changing or closing of any of its existing places of business, and any change in Mortgagor's name; and

8.4 No Subordinate Financing. Mortgagor agrees that without Mortgagee's prior written consent, there shall be no other financing secured by the Property or any interest therein, and that the Mortgage shall be the only lien or encumbrance affecting the Property.

9. Maintenance and Inspection of Improvements. Mortgagor shall not allow any material changes in the zoning of the Property or its zoning without Mortgagee's consent. Mortgagor shall not commit or suffer any waste and shall remedy any waste within thirty (30) days following Mortgagee's notice thereof; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof and shall remedy any failure to so comply within thirty (30) days of notice of the failure to comply; and shall pay all fees or charges of any kind in connection therewith on the date such fees or charges are due. Mortgagee and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the "Substances" warranties and covenants as defined and set forth in the Loan Agreements, other Loan Documents and other provisions of this Mortgage (including the right to take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Mortgagor is obligated to pay them under the terms of the Loan Documents. Mortgagor will permit access to the Property and will fully cooperate with Mortgagee in this regard.

10. Insurance.

10.1 Obligation to Insure. Mortgagor shall at all times provide, maintain and keep in force, at its own cost and expense, the insurance policies required in the Loan Agreements and other Loan Documents, and such additional insurance as Mortgagee may require from time to time upon thirty (30) days' notice against the same or other hazards.

10.2 Exculpation: General Provisions Related to All Policies. Mortgagee shall not be obligated to obtain insurance, or be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Mortgage (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Mortgagor or Mortgagee that might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Mortgagee;

(b) shall be issued in amounts no less than those specified in this Section and shall be issued by companies acceptable to Mortgagee; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee.

10.3 Delivery of Insurance Policies. Payment of Premiums. Mortgagor shall furnish Mortgagee with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Mortgagee, of the reissuance of such policy continuing insurance in force as required by this Mortgage. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Mortgagee as required hereunder, Mortgagor, by executing this Mortgage, specifically requests Mortgagee to obtain and pay for, and Mortgagee may obtain and pay for, such insurance for such risks covering Mortgagee's interest in the Property (without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder), and Mortgagor shall pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (defined in the Notes) from the date of payment by Mortgagee shall be secured by this Mortgage.

11. Liens and Taxes.

11.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof (provided, that with respect to Mechanic's Liens, as defined in Section 11.2, Mortgagor shall have the rights set forth in Section 11), or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Mortgagee's request, to Mortgagee, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Mortgagor, official receipts of the appropriate taxing authority (or other proof satisfactory to Mortgagee) evidencing the payment thereof. If Mortgagor has failed to comply with this requirement for a period of not less than thirty (30) days, then, at Mortgagee's option, Mortgagee may require Mortgagor to establish and maintain an impound account with Mortgagee, into which Mortgagor monthly shall deposit an amount established by Mortgagee as Mortgagee's estimate of one-twelfth (1/12th) of the annual amount of all taxes, assessments, encumbrances, charges and liens coming due during each calendar year, such sums to be applied by Mortgagee to payment of these amounts when due, to be replenished by Mortgagor at any time upon ten (10) days' notice if Mortgagee determines the amount it holds to be insufficient to pay the foregoing obligations as they become due. Mortgagee, except as otherwise required by applicable law, shall (i) not be required to pay interest on any funds held hereunder, (ii) be authorized to assign any funds held by it to any successor holder of the Mortgagee's interest in this Mortgage and thereupon be relieved of any further obligation for the application or refund of such sums, and (iii) at any time, at its option, following default, apply funds held hereunder to the Secured Obligations.

11.2 Discharge of Mechanics Liens. Mortgagor will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, or on the revenues, rents, issues, income or profits arising therefrom (herein collectively "Mechanic's Liens") and, in general, Mortgagor shall do, or cause to be done, at Mortgagor's sole cost and expense, everything necessary to fully preserve the lien and priority of this Mortgage; provided, however, Mortgagor shall not be obligated to pay, bond or discharge such Mechanic's Liens if payment is not yet due under the contract that is the foundation of such Mechanic's Liens; and provided further that so long as an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall have the right to contest or object to the amount or validity of any such claim and demand by appropriate administrative or judicial proceedings, in which event all of the following provisions shall apply: (a) Mortgagor shall give Mortgagee written notice of Mortgagor's intent to so contest or object to such Mechanic's Liens; (b) Mortgagor shall thereafter diligently proceed to cause such Mechanic's Liens to be removed and discharged; and (c) Mortgagor, if requested by Mortgagee, shall deposit with Mortgagee a bond or other assurance reasonably satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than 150% of the amount of the Mechanic's Liens plus costs, expenses, including reasonable attorneys' fees, and interest.

11.3 Creation of Liens. Except as otherwise set forth herein, Mortgagor will not, without Mortgagee's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes that are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Mortgage. If any of the foregoing becomes attached to the Property without such consent, Mortgagor will promptly cause the same to be discharged and released.

11.4 No Consent. Nothing in the Loan Documents shall be deemed or construed in any way as constituting the consent or agreement by Mortgagee, express or implied, to pay any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property, or to constitute any such person as a beneficiary of any obligation Mortgagee may incur to Mortgagor concerning such matters, or to create a trust fund for any such person. Mortgagor further agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor.

12. Books and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, proper and accurate books, records and accounts of the Property and of its own financial affairs to permit the preparation of financial statements therefrom. Mortgagee, through its agents, representative or employees, shall have the right, from time to time, at any time and at all times, during normal business hours, to examine, copy and audit such books, records and accounts. If the Property is at any time used for commercial or residential income purposes, Mortgagor shall deliver to Mortgagee, within thirty (30) days following Mortgagee's request, certified financial statements and profit-and-loss statements for Mortgagor and the Property prepared in accordance with generally accepted accounting principles.

13. Defense of Title. Mortgagor shall appear in and defend any suit, action, or proceeding that might affect the value of this Mortgage, the Mortgage itself, or the rights and powers of Mortgagee, including, without limitation, any condemnation or public improvement proceeding, and Mortgagee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value. Mortgagor will, at all times, indemnify from and, on demand, reimburse Mortgagee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

14. No Changes. Mortgagor agrees that so long as any amount or obligation is outstanding by Borrower to Mortgagee under any of the Loan Documents, and except if and to the extent otherwise expressly provided in the Loan Documents, Mortgagor will not, without the written consent of Mortgagee:

14.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

14.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district that includes the Property or any part of the Property, any assessment district that includes the Property or any part of the Property, or any other comparable or similar district, area or territory that includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Mortgagor shall immediately give notice to Mortgagee of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

15. Notices Required. Mortgagor shall comply with and promptly, but not later than ten (10) days following receipt thereof, furnish to Mortgagee true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Mortgagor or the Property. Mortgagor shall promptly notify Mortgagee of any material fire or other material casualty or any notice of taking or eminent domain

proceeding affecting the Property. Mortgagor shall promptly, but not later than ten (10) days following receipt thereof, notify Mortgagee of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

16. **Mortgagee Authorized to Act.** Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee may, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Mortgagee either appears to be prior or superior to this Mortgage; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Mortgagor and will be one of the Secured Obligations under this Mortgage.

17. **Condemnation Proceeds.** Except as otherwise set forth in the Loan Agreements, in the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Mortgagee shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Mortgagee and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby. Mortgagor further agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

18. **Non-Waiver of Defaults.** The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Mortgage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

19. **Events of Default.** Notwithstanding any cure periods described below, Mortgagor shall immediately notify Mortgagee in writing when Mortgagor obtains knowledge of the occurrence of any default specified below (individually, an "Event of Default"). Regardless of whether Mortgagor has given the required notice, the occurrence of one or more of the following shall constitute an Event of Default, subject to any applicable cure periods set forth in the Loan Agreements:

19.1 **Payment Default.** Borrower's or Mortgagor's failure to pay: (i) any interest, required reserves or any other payment under the Notes, or any fees, charges, costs or expenses under this Mortgage or any of the other Loan Documents when due; or (ii) any principal amount of the Notes when due; or (iii) any taxes, insurance premiums, assessments, or rents related to the Property;

19.2 **Default Under Loan Documents.** Failure by Borrower or Mortgagor to perform, when due, any of the terms, covenants and conditions set forth in the Loan Documents, including, without limitation, the occurrence of any "Event of Default" as defined in the Loan Agreements;

19.3 **Default on Obligations Secured by Property.** Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Mortgage, subject to any applicable cure provisions;

19.4 **Default on Other Obligations.** The Borrower, Mortgagor, or any other obligated party fails to comply with or to perform any other term, obligation, covenant or condition under the terms of any loan agreement, promissory note, conditional sale contract, lease or other agreement, document or instrument evidencing, governing, or securing any indebtedness owing by the Borrower, Mortgagor, or any other obligated party to the Mortgagee; or any indebtedness owing by Borrower, Mortgagor, to any third party and the period of grace, if any, to cure said default under such third party agreement shall have passed;

19.5 Judgments. Any judgment shall be obtained against the Borrower, Mortgagor, or any other obligated party, which, together with all outstanding unsatisfied judgments against the Borrower, Mortgagor, or any other obligated party and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days following the date of entry thereof;

19.6 Inability to Perform; Bankruptcy; Insolvency; Change in Ownership. (a) Borrower, Mortgagor, or any other obligated party shall die or cease to exist; (b) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower, Mortgagor, or any other obligated party; (c) Borrower, Mortgagor or any other obligated party shall become the subject of any out of court settlement with its creditors; (d) Borrower, Mortgagor, or any other obligated party is unable or admits in writing its inability to pay its debts as they mature; or (e) if Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower;

19.7 Default Under Leases. Any defaults by Mortgagor under any material lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Mortgagee's prior written consent, which shall not be unreasonably withheld;

19.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Borrower or Mortgagor, or Mortgagee in good faith deems itself insecure; and

19.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Mortgagee of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

20. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Mortgagee may, at its option and without notice to or demand upon Mortgagor, exercise any one or more of the following actions: declare all amounts secured by this Mortgage immediately due and payable; bring a court action to enforce the provisions of this Mortgage or any of the other Loan Documents; judicially foreclose this Mortgage in any manner permitted by applicable law; exercise Mortgagee's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Mortgage and the other Loan Documents or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Mortgage or afforded by law or equity or any other agreement between Mortgagee and Mortgagor may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

21. Judicial Foreclosure. In the Event of Default, Mortgagee may commence an action to judicially foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property in the State of Idaho. Mortgagee shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including reasonable attorneys' fees (and attorneys' fees on appeal), in such amount as shall be fixed by the court. The Property and/or Collateral may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as the Mortgagee, in its sole discretion, may elect. Mortgagee will be entitled to possession of the Property and Collateral during any redemption period allowed under the laws of the State of Idaho. However, if Mortgagor remains in possession of the Property and/or Collateral after it has been sold, Mortgagor will become a tenant at will of the purchaser of the Property and/or Collateral and will pay a reasonable rental for the use thereof while the same is in Mortgagor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property and/or Collateral as may be reasonably necessary for its proper operation, care, preservation or protection; pay any liens which become due; insure the Property and Collateral against loss by casualty and itself against liability arising from its ownership and use of the Property and/or Collateral; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property and/or Collateral as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property and/or Collateral.

22. Appointment of Receiver. Upon the occurrence of an Event of Default and in accordance with applicable law, Mortgagee personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Borrower, Mortgagor and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts, accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Mortgagee or a receiver is then in possession of the Property. Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 22 shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Property, the receiver may:

22.1.1 Possess, use, operate, manage, control, and conduct the business of the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

22.1.2 Collect all room rates, rents, revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Property and apply such sums or the proceeds thereof to the expenses of use, operation and management; and

22.1.3 Complete any construction in progress and, in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as it deems appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Mortgagee shall bear interest at the Default Rate (defined in the Loan Agreements) from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Mortgagor secured hereby.

23. Uniform Commercial Code Remedies. In the event of a default, Mortgagee may exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Idaho. Upon request, Mortgagor will assemble and make the personal property Collateral available to Mortgagee or its agent at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may sell (at public or private sale), lease or otherwise dispose of such Collateral in accordance with the Uniform Commercial Code. Unless such Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor prior written notice of the time and place of any public sale of such Collateral or of the time after which any other intended disposition of such Collateral will occur, and notice will be deemed reasonably and properly given if mailed at least ten (10) days prior to such sale or other disposition. Mortgagee may elect to judicially foreclose its security interest. Mortgagee and its agents will have the right to enter the Property to exercise Mortgagee's rights with regard to such Collateral.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Mortgage, under any Loan Document or other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be, to the extent permitted by applicable law, entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of the Loan Documents to Mortgagee, and Mortgagee may pursue inconsistent remedies. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right.

25. Repayment of Mortgagee's Expenditures and Advances. Borrower or Mortgagor shall immediately pay, without demand by Mortgagee, all sums expended or advanced hereunder or under any of the

other Loan Documents, and all costs incurred by Mortgagee in enforcing or protecting their rights or interests hereunder or under any of the other Loan Documents (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate applicable to any Note secured hereby, and the same shall constitute advances made under this Mortgage and repayment thereof shall be secured hereby. If Borrower or Mortgagor fails to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Mortgagee may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Borrower or Mortgagor for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same. Such amounts are secured by this Mortgage.

26. Due on Sale or Encumbrance. Mortgagor acknowledges and agrees that the obligations secured by this Mortgage are personal to Mortgagor and that Mortgagor's personal responsibility, financial condition, and control of the Property were material inducements on which Mortgagee relied in making its loan to Borrower. Mortgagor agrees that except as otherwise provided within the Loan Documents, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Mortgagor. Any such action, which is not otherwise permitted within the Loan Documents, without Mortgagee's prior written consent shall be deemed to increase Mortgagee's risk, and shall be an Event of Default hereunder. If Mortgagee elects, in its sole discretion, to consent to any such action, then (i) Mortgagee may condition its consent on such terms and conditions as Mortgagee may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby; and (ii) Mortgagor agrees to execute any documents as Mortgagee deems necessary to preserve or maintain its security interest in the Property. Mortgagor shall not be required to release the original obligor or any other party liable for such obligations.

27. Indemnification by Mortgagor. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or account of: (a) any action by Mortgagor in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Mortgagee under any of the Loan Documents; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Mortgagee, and such obligation shall be secured by this Mortgage. If any claim, action, or proceeding is brought against Mortgagee that is the subject of the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary in the name of the Mortgagee, by attorneys for Mortgagor's insurance carrier or otherwise by attorneys approved by Mortgagee.

28. Further Assurances. Borrower or Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such additional security instruments, in form and substance satisfactory to Mortgagee, which, in the reasonable opinion of Mortgagee, is essential to the operation of the Property covered by this Mortgage, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend, or maintain Mortgagee's security interests under or the priority of this Mortgage. Borrower or Mortgagor shall pay all costs in connection with the preparation, execution, recording, filing, and refiling of any such documents.

29. Multiple Mortgagors. If Mortgagor is comprised of more than one person or entity, then the term "Mortgagor" used herein shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions and other provisions of this Mortgage shall apply both collectively and individually, and each such person or entity shall be jointly and severally liable for all obligations secured by this Mortgage.

30. Assignment. Mortgagee may assign this Mortgage in whole or in part to any person and may grant participation in any of its rights under the Mortgage without notice and without affecting Mortgagor's liability under this Mortgage. In connection with any proposed assignment, participation, or similar arrangements, Mortgagee may make available to any person all credit and financial data furnished or to be furnished to Mortgagee by Mortgagor under the Loan Documents. Mortgagee and all other parties to whom Mortgagor's credit and financial data is furnished shall treat such data as confidential. Mortgagor may not assign the Mortgage to any person at any time, except in connection with a transaction approved in writing by Mortgagee under the terms of this Mortgage. Subject to such prohibitions against Mortgagor's assignment, this Mortgage shall inure to the benefit of

and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

31. **Applicable Law.** This Mortgage is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

32. **Miscellaneous.** The term Mortgagee shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Mortgagee herein. In construing this Mortgage and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Mortgage may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

33. **Disclosures/Disclaimers.** Mortgagee makes the following disclosures and disclaimers in connection with this Mortgage:

33.1 **Actions Solely for Benefit of Mortgagee.** Any and all subsequent purchasers of the Property, and any other parties acquiring an interest in the Property, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Property by Mortgagee or any agent of Mortgagee shall be made exclusively for the benefit of Mortgagee, and Mortgagee makes no representations to any third party acquiring any interest in the Property. Such third party shall have no rights of reliance upon any action taken by Mortgagee. Mortgagee makes no representations whatsoever to any third party as to the adequacy or legality of any action of Mortgagor and any action of Mortgagee is solely for the benefit of Mortgagee.

33.2 **Changes in Interest Rate.** One or more Notes secured hereby contain provisions permitting (a) increases and decreases in the rate of interest provided in the Notes, and (b) increases and decreases in the periodic payments required under the Notes.

34. **Possession and Maintenance of the Property.**

34.1 **Possession and Use.** Until the occurrence of an Event of Default, Mortgagor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

34.2 **Duty to Maintain.** Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

34.3 **Nuisance, Waste.** Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee except in accordance with the Loan Agreements.

34.4 **Removal of Improvements.** Mortgagor shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Mortgagee. As a condition to the alteration, demolition, or removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

34.5 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interests and to inspect the Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

34.6 **Compliance with Governmental Requirements.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the

Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

34.7 Duty to Protect. Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

34.8 Access Laws.

34.8.1 Mortgagor agrees that Mortgagor and the Property shall at all times strictly comply with the requirements of the federal Americans with Disabilities Act of 1990; the federal Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Mortgagee may require a certificate of compliance with the Access Laws and Indemnification agreement in a form reasonably acceptable to Mortgagee. Mortgagee may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Mortgagee.

34.8.2 Notwithstanding any provisions set forth herein or in any other document, Mortgagor shall not alter or permit any tenant or other person to alter the Property in any manner that would increase Mortgagor's responsibilities for compliance with the Access Laws without the prior written approval of Mortgagee. In connection with such approval, Mortgagee may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Mortgagee.

34.8.3 Mortgagor agrees to give prompt written notice to Mortgagee of the receipt by Mortgagor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations that relate to compliance with any of the Access Laws.

34.8.4 Mortgagor shall indemnify, defend and hold harmless Mortgagee from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Mortgagor under this Section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding or delivery of a deed in lieu of foreclosure.

34.9 Reappraisals. Mortgagee shall have the right to obtain at Mortgagor's cost and expense reappraisals of the Property from any licensed or certified appraiser designated by Mortgagee, from time to time (a) whenever such reappraisal may be required by any law, rule, or regulation applicable to the conduct of Mortgagee's business, or (b) whenever reasonably deemed appropriate by Mortgagee following the occurrence or during the continuation of an Event of Default. Mortgagee may use the results of such reappraisal to evaluate and restructure such loan or loans if necessary in Mortgagee's reasonable discretion.

35. Leases. In the event Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, Mortgagee, during such time as it shall be mortgagee in possession, shall have, and Mortgagor hereby gives and grants to Mortgagee, the right, power and authority, by itself or through a duly appointed receiver, to make and enter into leases of the Property or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Property hereunder, it being the intention of Mortgagor that, while Mortgagee is a mortgagee in possession of the Property, Mortgagee or the receiver shall be deemed to be and shall be the attorney-in-fact of Mortgagor for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable by Mortgagee or the receiver. The power and authority hereby given and granted by Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor.

36. Marshaling of Assets. Mortgagor hereby expressly waives all rights to require a marshaling of assets by the Mortgagee or to require Mortgagee to first resort to the sale of any portion of the Property that might have been retained by Mortgagor before foreclosing upon and selling any other portion thereof.

37. **Severability.** If any term of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

38. **Modifications.** This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

39. **Priority of Mortgage.** The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Notes (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

40. **Commercial Mortgage.** Mortgagor warrants that the loan secured hereby is for commercial purposes and is not for residential, household, personal, agricultural or consumer purposes.

41. **Mutual Negotiation.** Mortgagee and Mortgagor confirm that they have mutually negotiated this Mortgage and that none of the terms or provisions of this Mortgage shall be presumptively construed against either party.

42. **Jury Trial Waiver.** MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES OR ANY INSTRUMENT OR OTHER AGREEMENT THAT EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. MORTGAGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN EVIDENCED BY THE NOTES.

43. **Merger.** No merger shall occur as a result of Mortgagee acquiring any other estate in or lien on the Property, unless Mortgagee consents to a merger in writing.

44. **Attorney-in-Fact.** Mortgagor hereby irrevocably appoints Mortgagee, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments or assignment, conveyance or further assurance with respect to Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property; provided, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Secured Obligation and shall bear interest at the Default Rate (as defined in the Loan Agreements); (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action that it is empowered to take under this Section. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Mortgagor.

45. **Hypothecation Mortgage – Agreement of Borrower.** Borrower (defined above), by his execution of this Mortgage, agrees that he shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Mortgagor, each and every of the terms, covenants, and conditions of this Mortgage; provided that any limitation of liability on the part of or applicable to Mortgagor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Mortgagee under this Mortgage

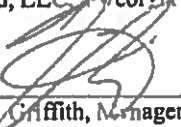
or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Mortgagee.

~SIGNATURES ON THE FOLLOWING PAGE~

The parties have executed this Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as of the day and year first above written.

MORTGAGOR:

SPP Land, LLC, a Georgia limited liability company

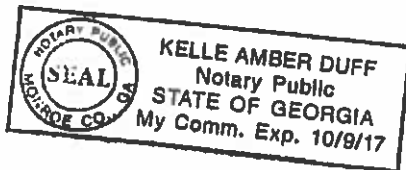


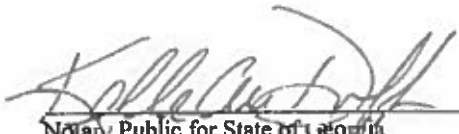
Travis B. Griffith, Manager (Seal)

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said State, personally appeared Travis B. Griffith, known or identified to me to be the Manager of SPP Land, LLC, 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.

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





Notary Public for State of Georgia
Residing at _____
My commission expires _____

BORROWER:

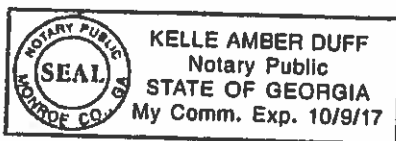


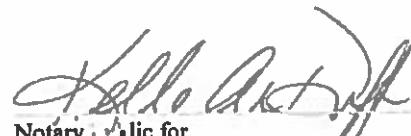
Benjamin W. Griffith, III, Individually (Seal)

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said state, personally appeared Benjamin W. Griffith, III, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Benjamin W. Griffith, III executed the same.

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





Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION
(Boise County, Idaho)

EXHIBIT 'A'

File No.: **NCS-749937A-WA1 (LJ)**

Property: **Boise County, ID, ID**

TRACT 1: (PFPC McCall Investment, LLC)

TOWNSHIP 6 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 1: GOVERNMENT LOT 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
(RP06N04E011250)**

TOWNSHIP 6 NORTH, RANGE 5 E.B.M., BOISE COUNTY, IDAHO

**SECTION 7: GOVERNMENT LOTS 3 AND 4 (ALSO KNOWN AS GOVERNMENT LOTS 9 AND 10)
(PART OF RP06N05E074850)**

TOWNSHIP 6 NORTH, RANGE 6 E.B.M., BOISE COUNTY, IDAHO

**SECTION 16: NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW; S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$;
EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:**

**A TRACT OF LAND SITUATED IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF
SECTION 16, TOWNSHIP 6 NORTH, RANGE 6 EAST, B. M. AND LYING NORTH AND WEST OF
THE RIGHT OF WAY OF THE STATE HIGHWAY BETWEEN IDAHO CITY AND LOWMAN, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE $\frac{1}{4}$ CORNER COMMON TO SECTIONS 9 AND 16, TOWNSHIP AND RANGE
AS ABOVE; THENCE SOUTH 89°27' EAST ALONG THE NORTH LINE OF SAID SECTION 16, A
DISTANCE OF 150.2 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTH
BOUNDARY LINE OF THE SAID STATE HIGHWAY, THENCE IN A SOUTHWESTERLY
DIRECTION, FOLLOWING THE NORTH BOUNDARY LINE OF THE SAID STATE HIGHWAY AT
EVERY POINT DISTANT 50 FEET FROM ITS CENTERLINE TO A POINT WHERE THE RIGHT OF
WAY BOUNDARY IS INTERSECTED BY THE SOUTH LINE OF SAID NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, OF
SAID SECTION 16; THENCE SOUTH 89°21' WEST ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ OF
THE NW $\frac{1}{4}$, 205.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NE $\frac{1}{4}$ OF THE
NW $\frac{1}{4}$ OF SECTION 16; THENCE NORTH 0° 12' EAST ALONG THE WEST LINE OF SAID NE $\frac{1}{4}$ OF
THE NW $\frac{1}{4}$, 1312.4 FEET TO THE NW CORNER OF SAME; THENCE SOUTH 89°30' EAST, ALONG
THE NORTH LINE OF SAID NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, 1312.7 FEET TO THE PLACE OF BEGINNING.
(RP06N06E160650)**

TOWNSHIP 7 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 26: GOVERNMENT LOT 5; S $\frac{1}{2}$ SE $\frac{1}{4}$
(RP07N04E267350)**

TOWNSHIP 9 NORTH RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 5: GOVERNMENT LOT 4
(RP09N04E053050)**

TOWNSHIP 10 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 31: NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP10N04E310050)**

Date: April 20, 2016

**SECTION 32: W $\frac{1}{2}$
(RP10N04E325402)**

TRACT 2: (Potlatch Land & Lumber, LLC)

TOWNSHIP 6 NORTH, RANGE 3 E.B.M., BOISE COUNTY, IDAHO

**SECTION 13: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$
(RP06N03E130750)**

**SECTION 24: ALL
(RP06N03E240050 AND RP06N03E241250)**

TOWNSHIP 6 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 12: GOVERNMENT LOT 2, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
(RP06N04E120650)**

**SECTION 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
(RP06N04E130051)**

TOWNSHIP 6 NORTH, RANGE 6 E.B.M., BOISE COUNTY, IDAHO

**SECTION 16: THAT PART OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ LYING SOUTH AND EAST OF THE STATE
HIGHWAY BETWEEN IDAHO CITY AND LOWMAN.**

EXCEPTING THEREFROM:

**TAX NUMBER 38: BEGINNING AT A POINT OF CURVE ON THE CENTER LINE OF THE STATE
HIGHWAY BETWEEN IDAHO CITY AND LOWMAN BETWEEN THE CENTERS OF THE CONCRETE
MARKERS AT ENGINEERING STATION 244 PLUS 72.0, AND APPROXIMATELY 295 FEET
NORTH AND 320 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER
SOUTHEAST QUARTER, SECTION 17; THENCE NORTHEASTERLY FOLLOWING SAID CENTER
LINE ON A CURVE TO THE LEFT, 166.3 FEET TO A POINT, THE REAL POINT OF BEGINNING;
THENCE CONTINUING ALONG THE CENTER LINE OF SAID HIGHWAY, 226 FEET TO A POINT;
THENCE SOUTH 54°45'00" EAST, 125 FEET, MORE OR LESS, TO THE NORTH BANK OF MORE'S
CREEK IN THE NORTHWEST QUARTER SOUTHWEST QUARTER, SECTION 16; THENCE
SOUTHWESTERLY ALONG THE NORTH BANK OF MORE'S CREEK APPROXIMATELY 280 FEET
TO A POINT, SOUTH 27°30'00" 85 FEET MORE OR LESS, FROM THE REAL PLACE OF
BEGINNING; THENCE NORTH 27°30'00" WEST, APPROXIMATELY 85 FEET TO THE REAL
PLACE OF BEGINNING.**

AND ALSO EXCEPTING:

**TAX NUMBER 48: LYING AND BEING IN THE NORTHWEST QUARTER SOUTHWEST QUARTER
OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 6 EAST, BETWEEN THE HIGHWAY AND
MORE'S CREEK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT OF CURVE ON THE CENTER LINE OF THE STATE HIGHWAY BETWEEN
IDAHO CITY AND LOWMAN BETWEEN THE CENTERS OF THE CONCRETE MARKERS AT
ENGINEERING STATION 244 PLUS 72.0, AND APPROXIMATELY 295 FEET NORTH AND 320
FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHEAST
QUARTER, SECTION 17, AND THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER
SOUTHWEST QUARTER OF SECTION 16, THENCE NORTHEASTERLY FOLLOWING SAID
CENTERLINE OF A CURVE TO THE LEFT 166.3 FEET TO A POINT, THE PLACE OF BEGINNING
OF THE ROSSOMANDO TRACT; THENCE CONTINUING ALONG THE CENTERLINE OF SAID
HIGHWAY, 226 FEET TO A POINT, THE REAL PLACE OF BEGINNING OF THE TRACT HEREIN**

Date: April 20, 2016

DESCRIBED, AND THE NORTHEASTERLY BOUNDARY OF THE ROSSOMANDO TRACT; THENCE SOUTH 54°45'00" EAST, 125 FEET MORE OR LESS, TO THE WEST BANK OF MORE'S CREEK, THENCE NORTHERLY ALONG THE WEST BANK OF MORE'S CREEK APPROXIMATELY 165 FEET TO A POINT WHERE THE EASTERLY RIGHT OF BOUNDARY OF THE STATE HIGHWAY IS INTERSECTED BY THE WEST BANK OF MORE'S CREEK; THENCE CONTINUING ALONG THE SAID WEST BANK OF MORE'S CREEK 30 FEET, THENCE NORTH 72°5'00" WEST, APPROXIMATELY 25 FEET TO THE CENTERLINE OF SAID STATE HIGHWAY; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT FOLLOWING THE CENTERLINE OF SAID STATE HIGHWAY, 150 FEET TO THE PLACE OF BEGINNING.
(RP06N06E165452)

SECTION 18: E $\frac{1}{2}$ E $\frac{1}{2}$
(RP06N06E180050)

SECTION 19: E $\frac{1}{2}$ NE $\frac{1}{4}$
(RP06N06E190050)

SECTION 20: NW $\frac{1}{4}$ WESTERLY OF HIGHWAY, AND N $\frac{1}{2}$ SW $\frac{1}{4}$ WESTERLY OF HIGHWAY
(RP06N06E202400)

TOWNSHIP 7 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

SECTION 34: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N04E341250)

SECTION 35: W $\frac{1}{2}$ E $\frac{1}{2}$ AND W $\frac{1}{2}$
EXCEPTING THEREFROM: A TRACT OF LAND IN THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 4 EAST, B.M., BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 4 EAST, B.M., THE REAL POINT OF BEGINNING. THENCE SOUTH 89°45' EAST 793.78 FEET; THENCE SOUTH 49°30' WEST 70.62 FEET; THENCE SOUTH 9°00' WEST 541.50 FEET; THENCE SOUTH 39°00' WEST 561.00 FEET; THENCE SOUTH 75°00' WEST 193.05 FEET; THENCE SOUTH 42°00' WEST 170.15 FEET; THENCE NORTH 00°18' EAST 1193.08 FEET TO THE REAL POINT OF BEGINNING.
(RP07N04E350600)

TOWNSHIP 9 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

SECTION 2: LOTS 2, 3, 4, 5, AND 7; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP09N04E020650)

SECTION 10: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$
(RP09N04E101850)

SECTION 11: LOTS 1, 2, AND 3; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$
(RP09N04E110600)

SECTION 23: E $\frac{1}{2}$ E $\frac{1}{2}$
TOGETHER WITH: COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 23 AND 26, TOWNSHIP 9 NORTH, RANGE 4 EAST, B.M., BOISE COUNTY, IDAHO, MARKED BY A FOUND ALUMINUM MONUMENT, ESTABLISHED BY BLM;
THENCE NORTH 88°23'31" EAST 655.02 FEET, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26, TO A POINT MARKED BY A SET 5/8" I.P. AND CAP, L.S. 874, THE

Date: April 20, 2016

POINT OF TRUE BEGINNING;
THENCE NORTH 51°37'02" EAST 396.38 FEET TO A POINT MARKED BY SET 5/8" I.P. AND
CAP, L.S. 874;
THENCE NORTH 43°02'55" EAST, 472.43 FEET TO A POINT ON THE EAST 1/16 LINE OF
SECTION 23, MARKED BY A SET 5/8" I.P. AND CAP, L.S. 874;
THENCE SOUTH 00°08'47" EAST 573.54 FEET ALONG SAID EAST 1/16 LINE TO THE EAST
1/16 CORNER COMMON TO SECTIONS 23 AND 26, MARKED BY A FOUND ALUMINUM
MONUMENT, ESTABLISHED BY BLM;
THENCE SOUTH 88°23'31" WEST 634.92 FEET ALONG THE SECTION LINE COMMON TO
SECTIONS 23 AND 26 TO THE POINT OF TRUE BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE SE¼NE¼ OF SECTION 23, TOWNSHIP 9 NORTH,
RANGE 4 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 23, A FOUND MONUMENT C.P.F.
INSTRUMENT NO. 120593, CORNER RECORDS OF SAID BOISE COUNTY; THENCE A BEARING
OF N. 00°02'23" E., A DISTANCE OF 1288.96 FEET ON THE EAST BOUNDARY OF SAID
SECTION 23, TO A SET 5/8 INCH REBAR BEING THE NORTH 1/16 CORNER COMMON TO
SECTION 24 AND SAID SECTION 23; THENCE A BEARING OF S. 89°56'22" W., A DISTANCE
OF 795.51 FEET ON THE NORTH BOUNDARY OF SAID SE¼NE¼ OF SECTION 23, TO A SET
5/8 INCH REBAR BEING THE TRUE POINT OF BEGINNING.
THENCE A BEARING OF S. 00°06'55" E., A DISTANCE OF 494.57 FEET TO A POINT ON THE
CENTERLINE OF A COUNTY ROAD (SAID POINT BEING WITNESSED BY A SET 5/8 INCH
REBAR WHICH BEARS N. 00°06'55" W., A DISTANCE OF 29.78 FEET); THENCE A BEARING OF
N. 57°12'10" W., A DISTANCE OF 46.66 FEET ON THE CENTERLINE OF SAID COUNTY ROAD
TO A POINT (SAID POINT BEING WITNESSED BY A SET 5/8 INCH REBAR WHICH BEARS N.
32°47'50" E., A DISTANCE OF 25.00 FEET); THENCE ON A CURVE TO THE LEFT, ON SAID
COUNTY ROAD CENTERLINE, WHICH CURVE HAS A LENGTH OF 155.41 FEET, A RADIUS OF
125.00 FEET, AND A CHORD WHICH BEARS S. 87°10'49" W., A DISTANCE OF 145.59 FEET TO
A POINT (SAID POINT BEING WITNESSED BY A SET 5/8 INCH REBAR WHICH BEARS N.
38°26'11" W., A DISTANCE OF 25.00 FEET); THENCE A BEARING OF S. 51°33'49" W., A
DISTANCE OF 230.96 FEET, ON SAID COUNTY ROAD CENTERLINE TO A POINT (SAID POINT
BEING WITNESSED BY A SET 5/8 INCH REBAR WHICH BEARS N. 38°26'11" W., A DISTANCE
OF 25.00 FEET); THENCE ON A CURVE TO THE RIGHT, ON SAID COUNTY ROAD CENTERLINE,
WHICH CURVE HAS A LENGTH OF 148.51 FEET, A RADIUS OF 220.00 FEET, AND A CHORD
WHICH BEARS S. 70°54'10" W., A DISTANCE OF 145.71 FEET TO A POINT ON THE WEST
BOUNDARY OF SAID SE¼NE¼ OF SECTION 23 (SAID POINT BEING WITNESSED BY A SET
5/8 INCH REBAR WHICH BEARS N. 00°06'55" W., A DISTANCE OF 25.00 FEET); THENCE
DEPARTING FROM SAID COUNTY ROAD, A BEARING OF N. 00°06'55" W., A DISTANCE OF
667.18 FEET ON SAID WEST BOUNDARY OF THE SE¼NE¼ OF SECTION 23, TO A FOUND 5/8
INCH REBAR BEING THE NE 1/16 CORNER OF SAID SECTION 23; THENCE A BEARING OF N.
89°56'22" E., A DISTANCE OF 503.58 FEET, ON THE NORTH BOUNDARY OF SAID SE¼NE¼
OF SECTION 23, TO THE POINT OF BEGINNING
(RP09N04E230051 AND RP09N04E238990)

SECTION 24: ALL
(RP09N04E240050)

SECTION 25: ALL
(RP09N04E250050)

SECTION 26: N½NE¼, SE¼NE¼
EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

Date: April 20, 2016

BEGINNING AT THE $\frac{1}{4}$ CORNER COMMON TO SECTIONS 23 AND 26, TOWNSHIP 9 NORTH, RANGE 4 EAST, B.M., BOISE COUNTY, IDAHO, MARKED BY A FOUND ALUMINUM MONUMENT, ESTABLISHED BY BLM;
THENCE NORTH $88^{\circ}23'31''$ EAST 655.02 FEET, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26, TO A POINT MARKED BY A SET $\frac{5}{8}$ " I.P. AND CAP, L.S. 874;
THENCE SOUTH $49^{\circ}18'52''$ WEST 864.45 FEET TO A POINT ON THE NORTH/SOUTH MIDSECTION LINE OF SECTION 26, MARKED BY A SET $\frac{5}{8}$ " I.P. AND CAP, L.S. 874;
THENCE NORTH $00^{\circ}04'42''$ EAST 545.16 FEET ALONG SAID NORTH/SOUTH MIDSECTION LINE, TO A POINT OF TRUE BEGINNING.
(RP09N04E260051)

TOWNSHIP 10 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

SECTION 22: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE $N\frac{1}{4}$ CORNER OF SAID SECTION 22, FROM WHICH THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22, AND 23 BEARS N. $89^{\circ}50'50''$ E. A DISTANCE OF 2627.03 FEET;
THENCE ALONG THE EAST LINE OF THE $NE\frac{1}{4}NW\frac{1}{4}$ S. $00^{\circ}08'43''$ E. A DISTANCE OF 1317.76 FEET TO THE $CN1/16TH$;
THENCE ALONG THE SOUTH LINE OF THE $NE\frac{1}{4}NW\frac{1}{4}$ N. $89^{\circ}46'53''$ W. A DISTANCE OF 1300.77 FEET TO THE $NW1/16TH$;
THENCE ALONG THE EAST LINE OF THE $SW\frac{1}{4}NW\frac{1}{4}$ S. $00^{\circ}02'33''$ W. A DISTANCE OF 1313.91 FEET TO THE $CW1/16TH$;
THENCE ALONG THE NORTH LINE OF THE $NE\frac{1}{4}SW\frac{1}{4}$ S. $89^{\circ}36'48''$ E. A DISTANCE OF 1305.10 FEET TO THE $C\frac{1}{4}$ CORNER;
THENCE ALONG THE EAST LINE OF THE $NE\frac{1}{4}SW\frac{1}{4}$ S. $00^{\circ}02'43''$ W. 1323.68 FEET TO THE $CS1/16TH$;
THENCE ALONG THE SOUTH LINE OF THE $N\frac{1}{2}SW\frac{1}{4}$ N. $89^{\circ}42'49''$ W. A DISTANCE OF 2608.08 FEET TO THE $S1/16TH$ COMMON TO SECTIONS 21 AND 22;
THENCE ALONG THE WEST LINE OF THE $SW\frac{1}{4}$ N. $00^{\circ}02'41''$ W. A DISTANCE OF 1328.26 FEET TO THE $W\frac{1}{4}$ CORNER;
THENCE ALONG THE WEST LINE OF THE $NW\frac{1}{4}$ N. $00^{\circ}13'52''$ E. A DISTANCE OF 2620.15 FEET TO THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21 AND 22;
THENCE ALONG THE NORTH LINE OF THE $NW\frac{1}{4}$ S. $89^{\circ}57'02''$ E. A DISTANCE OF 2592.89 FEET TO THE POINT OF BEGINNING.
(RP10N04E223900)

SECTION 23: GOVERNMENT LOTS 1 AND 2; $NE\frac{1}{4}SE\frac{1}{4}$
(RP10N04E238450)

SECTION 26: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
(RP10N04E260050)

SECTION 35: A PARCEL OF LAND, CREATED BY THE LOT LINE ADJUSTMENT PROCEDURE FOUND IN THE ORDINANCES OF BOISE COUNTY, IDAHO, BEING THE REMAINDER OF THE $SW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, AND $SE\frac{1}{4}$ OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 4 EAST, BOISE MERIDIAN, AS SHOWN IN PART ON THAT RECORD OF SURVEY FILED AS INSTRUMENT # 227695 ON MAY 14, 2010, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 35, THENCE ALONG THE WEST LINE OF SAID SECTION, BEING THE EAST BOUNDARY OF A PARCEL OWNED BY ELIZABETH K. JOHNSON SOUTH $0^{\circ}04'13''$ WEST, 623.62 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST LINE AND EAST BOUNDARY, NORTH $45^{\circ}37'50''$ EAST, 891.73 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 35 AND THE SOUTHEAST CORNER OF LOT 2 MIDDLE FORK MEADOWS SUBDIVISION FORMERLY KNOWN

Date: April 20, 2016

AS BAILEY ESTATES; THENCE ALONG SAID EAST-WEST CENTERLINE AND THE SOUTH BOUNDARY OF SAID SUBDIVISION, SOUTH 89°59'44" EAST, 646.31 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 35 AND THE SOUTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE DEPARTING SAID EAST-WEST CENTERLINE AND SOUTH BOUNDARY, AND ALONG A 1/16 SECTION LINE AND THE EAST BOUNDARY OF SAID SUBDIVISION, NORTH 01°01'23" EAST, 2624.14 FEET TO THE WEST 1/16 CORNER OF SAID SECTION 35; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION, SOUTH 89°29'11" EAST, 1314.70 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID NORTH BOUNDARY, SOUTH 89°52'31" EAST, 2561.38 FEET TO THE NORTHEAST CORNER OF SAID SECTION; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG THE EAST BOUNDARY OF SAID SECTION 35, SOUTH 01°55'52" WEST, 2608.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 01°23'38" WEST, 2571.50 FEET TO THE SOUTHEAST STANDARD CORNER OF SAID SECTION 35; THENCE DEPARTING SAID EAST BOUNDARY AND ALONG THE SOUTH BOUNDARY OF SAID SECTION, NORTH 89°59'37" WEST, 2566.73 FEET TO THE SOUTH 1/4 STANDARD CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 89°59'38" WEST, 2491.86 FEET TO THE SOUTHWEST STANDARD CORNER OF SAID SECTION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE WEST BOUNDARY OF SAID SECTION, NORTH 00°04'13" EAST, 1946.95 FEET TO THE POINT OF BEGINNING.
(RP10N04E35005A)

TRACT 3: (PFHI Idaho Investment, LLC)

TOWNSHIP 6 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

SECTION 4: LOTS 2, 3, 4; S½NW¼; SW¼NE¼; W½SE¼; SW¼
(RP06N04E040600, RP06N04E041250, RP06N04E043150, RP06N04E049000)

SECTION 5: LOTS 1, 2; S½NE¼; SE¼
(RP06N04E050050, RP06N04E050750, RP06N04E051250, RP06N04E059000)

SECTION 7: SE¼SE¼
(RP06N04E079050)

SECTION 8: ALL
(RP06N04E082450, RP06N04E083150)

SECTION 9: ALL
(RP06N04E090050, RP06N04E090600, RP06N04E094800)

SECTION 10: ALL
(RP06N04E100050, RP06N04E101800)

SECTION 15: ALL
(RP06N04E150050)

SECTION 17: ALL
(RP06N04E170001, RP06N04E170650)

SECTION 18: LOTS 2, 3, 4; SE¼NW¼ E½SW¼; NE¼NE¼; S½NE¼; SE¼
(RP06N04E180050, RP06N04E181850)

SECTION 19: LOTS 1, 2, 3, 4; E½W½; E½
(RP06N04E190050, RP06N04E190650)

Date: April 20, 2016

**SECTION 20: ALL
(RP06N04E200050)**

**SECTION 21: ALL
(RP06N04E210050)**

**SECTION 22: ALL
(RP06N04E220001, RP06N04E220650, RP06N04E224800, RP06N04E229000)**

**SECTION 23: SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$
(RP06N04E234250)**

**SECTION 28: ALL
(RP06N04E280050, RP06N04E281800)**

**SECTION 29: ALL
(RP06N04E290050)**

**SECTION 30: E $\frac{1}{2}$ E $\frac{1}{2}$
(RP06N04E300050, RP06N04E301850)**

**SECTION 32: E $\frac{1}{2}$ E $\frac{1}{2}$
(RP06N04E320050, RP06N04E321850, RP06N04E329000)**

**SECTION 33: ALL
(RP06N04E330050, RP06N04E330600)**

**TOWNSHIP 6 NORTH, RANGE 5 E.B.M., BOISE COUNTY, IDAHO
SECTION 1: GOVERNMENT LOT 5, W $\frac{1}{2}$ SE $\frac{1}{4}$ AND SE $\frac{1}{4}$ SE $\frac{1}{4}$
(RP06N05E017250)**

**SECTION 5: GOVERNMENT LOTS 3 & 6, PART MINERAL SURVEY 1823
(RP06N05E050050, RP06N05E052450)**

**SECTION 12: NE $\frac{1}{4}$
(RP06N05E120050)**

**SECTION 19: GOVERNMENT LOTS 1, 2, 3, 4, 5, 6, AND 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
(RP06N05E191850)**

TOWNSHIP 6 NORTH, RANGE 6 E.B.M., BOISE COUNTY, IDAHO

**SECTION 6: GOVERNMENT LOTS 5 AND 6, SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP06N06E068450)**

**SECTION 7: GOVERNMENT LOT 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
(RP06N06E070051, RP06N06E073650)**

**SECTION 8: S $\frac{1}{2}$
(RP06N06E086050, RP06N06E087200)**

**SECTION 9: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
(RP06N06E093050)**

Date: April 20, 2016

**SECTION 17: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$
(RP06N06E170050)**

TOWNSHIP 7 NORTH, RANGE 5 E.B.M., BOISE COUNTY, IDAHO

**SECTION 1: GOVERNMENT LOTS 1, 2, 3, AND 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E010050)**

**SECTION 2: GOVERNMENT LOTS 1, 2, 3, & 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E020050, RP07N05E023150)**

**SECTION 10: GOVERNMENT LOT 17, S $\frac{1}{2}$ SE $\frac{1}{4}$
(RP07N05E106050, RP07N05E108450)**

**SECTION 11: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E112400, RP07N05E114250)**

**SECTION 12: ALL
(RP07N05E120050)**

**SECTION 13: ALL
(RP07N05E130050)**

**SECTION 14: ALL
(RP0N05E140050)**

**SECTION 15: GOVERNMENT LOTS 2 AND 3, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E153050)**

**SECTION 16: GOVERNMENT LOTS 25, 26, 27, 31, SE $\frac{1}{4}$ SE $\frac{1}{4}$
(RP07N05E162250)**

**SECTION 19: GOVERNMENT LOTS 3 AND 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E195450)**

**SECTION 20: W $\frac{1}{2}$ SW $\frac{1}{4}$
(RP07N05E205450)**

**SECTION 21: GOVERNMENT LOTS 1 AND 7, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E210650)**

**SECTION 22: ALL
(RP07N05E220050)**

**SECTION 23: ALL
(RP07N05E230050)**

**SECTION 24: ALL
(RP07N05E240050)**

**SECTION 25: ALL
(RP07N05E250050)**

Date: April 20, 2016

**SECTION 26: ALL
(RP07N05E262450, RP07N05E263750, RP07N05E267800)**

**SECTION 27: HOMESTAKE NUMBER 1 AND HOMESTAKE NUMBER 2 PATENTED LODGE MINING
CLAIMS, DESIGNATED AS MINERAL SURVEY NUMBER 3465; GOVERNMENT LOT 1;
NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; SW $\frac{1}{4}$; SE $\frac{1}{4}$**

**(RP07N05E270049, RP07N05E270650, RP07N05E271800, RP07N05E273050,
RP07N053273600)**

**SECTION 28: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP07N05E282450, RP07N05E286600)**

**SECTION 30: GOVERNMENT LOTS 1, 2, 3 AND 4, W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$,
NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$,
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
(RP07N05E300150, RP07N05E303050)**

**SECTION 31: GOVERNMENT LOTS 1, 2, 3, AND 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
(RP07N05E313050)**

**SECTION 32: LOTS 9, 10, 11, 18, AND 19; SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND THAT PORTION OF PATENTED
MINERAL SURVEY LOT NO. 1823, DESCRIBED IN PATENT RECORDED IN BOOK 27 OF DEEDS,
PAGE 570, KNOWN AS CENTERVILLE PLACER MINING CLAIM, LYING WITHIN SAID SECTION
32 AND THAT PORTION OF MINING CLAIM KNOWN AS EAST EXTENSION GOLDEN FLEECE,
MINERAL SURVEY LOT 1604, DESCRIBED IN PATENT RECORDED IN BOOK 27 OF DEEDS,
PAGE 324, LYING WITHIN SAID SECTION 32.
(RP07N05E320050, RP07N05E321190, RP07N05E321800, RP07N05E326650)**

**SECTION 33: GOVERNMENT LOTS 1,2,3,4,5,6, 7, 8,9, 10, 11, 12, AND 13; NE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$;
S $\frac{1}{2}$ SE $\frac{1}{4}$ AND THAT PORTION OF MINERAL SURVEY LOT 1604 LYING IN SECTION 33, SAID
MINERAL SURVEY INCLUDING THEREIN THE MINING CLAIMS KNOWN AS GOLDEN FLEECE,
EAST EXTENSION GOLDEN FLEECE, WEST EXTENSION GOLDEN FLEECE, GOLDEN STAR, EAST
EXTENSION GOLDEN STAR, WEST EXTENSION GOLDEN STAR, SAID MINERAL SURVEY MORE
PARTICULARLY DESCRIBED IN THE PATENT THEREOF RECORDED IN BOOK 27 OF DEEDS AT
PAGE 324, RECORDS OF BOISE COUNTY, IDAHO
(RP07N05E330600, RP07N05E332400, RP07N05E332900, RP07N05E339050)**

**SECTION 34: GOVERNMENT LOTS 1, 2, AND 3; NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;
NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP07N05E340001, RP07N05E344850, RP07N05E345300, RP07N05E348450)**

**SECTION 35: ALL
(RP07N05E350050, RP07N05E352400)**

**TOWNSHIP 8 NORTH, RANGE 5 E.B.M., BOISE COUNTY, IDAHO
SECTION 25: S $\frac{1}{2}$
(RP08N05E258450)**

**SECTION 26: LOTS 10 AND 15, N $\frac{1}{2}$ SE $\frac{1}{4}$, AND SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP08N05E264800, RP08N05E267250)**

SECTION 34: GOVERNMENT LOT 1

Date: April 20, 2016

(RP08N05E349200)

**SECTION 35: GOVERNMENT LOTS 1, 7, 10 & 13, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
(RP08N05E351250, RP08N05E353600, RP08N05E356000)**

**SECTION 36: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$
(RP08N05E360050)**

TOWNSHIP 10 NORTH, RANGE 4 E.B.M., BOISE COUNTY, IDAHO

**SECTION 21: W $\frac{1}{2}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
(RP10N04E210050, RP10N04E218450)**

**SECTION 28: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
(RP10N04E280053)**

**SECTION 29: NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
(RP10N04E290050)**

A.P.N.

Instrument # 503902

IDAHO COUNTY, IDAHO

04-21-2016 03:06:22 PM

No. of Pages: 21

Recorded for: FIRST AMERICAN TITLE NCS - SEATTLE

Kathy M Ackerman

Fee: \$70.00

Ex-Officio Recorder Deputy: DST

Recording Requested By and
When Recorded Return to:

Nexsen Pruet, LLC
Attn: C. King
PO Drawer 10648
Greenville, SC 29603

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS
(Idaho County, Idaho)**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO. AGSOUTH FARM CREDIT, ACA, AS AGENT/NOMINEE FOR AGSOUTH FARM CREDIT, FLCA, AND/OR AGSOUTH FARM CREDIT, PCA, IS EXEMPT FROM THE PAYMENT OF APPLICABLE STATE INTANGIBLE AND RECORDING TAXES AS AN INSTRUMENTALITY OF THE UNITED STATES PURSUANT TO 12 U.S.C. 2098 AND 12 U.S.C. 2071, RESPECTIVELY.

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") is made to be effective as of April 21, 2016, by and among SPP Land, LLC, a Georgia limited liability company (the "Mortgagor"), whose address is 6304 Peake Road, Macon, Georgia 31210; and AgSouth Farm Credit, ACA, an agricultural credit association, for itself and as agent/nominee for others (the "Mortgagee"), whose address is 40 South Main Street, Statesboro, Georgia 30459.

1. **Granting Clause.** For good and valuable consideration, including the indebtedness described below Mortgagor hereby irrevocably grants, bargains, mortgages, sells and conveys to Mortgagee and its successors and assigns, with right of entry and possession as provided herein, all of Mortgagor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to that certain real property located in Idaho County, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); together with:

1.1 **After-Acquired Title.** Any after-acquired title of Mortgagor in and to the Property and in and to land lying in the streets and roads adjoining the Property;

1.2 **Access, Etc.** All access rights and easements, now or hereafter belonging or in any way appertaining to the Property;

1.3 **Improvements.** All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property;

1.4 **Leases.** All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 **Rents.** All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Mortgagor pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

1.7 Water. Notwithstanding any other provision, reservation or exceptions contained herein or on any exhibit hereto, the lien created hereby shall cover all Mortgagor's water rights, including but not limited to, rights to surface water, ground water, underground water, percolating waters, tributaries and non-tributaries, rights to any water from lakes, streams or other bodies of water, adjudicated, licensed, or permitted water and water rights, appropriated or unappropriated water and water rights, decreed or undecreed water and water rights, riparian and other water rights which are now owned or which are hereafter acquired by Mortgagor whether or not expressly excepted from the description of the Property, including but not limited to Idaho Department of Water Resources, Water Right Nos., 78-4298A, 65-5787, 67-4570, 67-4571, 67-14985, 63-5340, 63-5342, 63-15291, 65-8003, 67-14983, 78-4295, 78-4296, 78-4299, 78-4304, 78-4306, and all stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Mortgagor with respect to the Property;

1.8 Timber. All timber with respect to the Property, including, but not limited to, standing timber, timber to be cut, and cut timber.

1.9 Mineral and Gas Rights. All existing and future rights in royalties, leasehold, surface, subsurface and/or mineral rights now owned or after-acquired, oil and gas rights, and other mineral rights in or related to the Property;

1.10 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.11 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property; all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. Security Agreement. This Mortgage shall also constitute a "Security Agreement" under the Uniform Commercial Code as adopted in the State of Idaho (the "UCC") between Mortgagor and/or Borrower as debtor and Mortgagee as secured party. As additional security for the performance of the obligations secured hereby, Mortgagor further grants and conveys to Mortgagee a security interest and a continuing lien on the following-described property and all proceeds of such property (collectively, the "Collateral"), all of which Collateral shall be deemed a part of and shall be included in any reference to the Property hereunder:

2.1 Property in Section 1. Any of the Property described in Section 1 above that is deemed to be personal property;

2.2 Permits, Plans, and Contracts. All of Mortgagor's right, title, and interest in any and all licenses, permits, approvals, bonds, commitments, designs, plans, specifications, construction, architectural and engineering agreements, commitments, contracts and subcontracts, surveys, appraisals, warranties, surety, bonding, security, development, financing, guaranty, indemnity, maintenance, management, service, supply agreements, commitments, contracts and subcontracts and insurance policies in any way pertaining to the development, construction, use, occupancy, operation and maintenance of the Property and any business of Mortgagor therein conducted, and all guarantees of any of the foregoing and any security therefor, and any and all other work product relating to the Property or any part thereof and now or hereafter owned by Mortgagor, including, without limitation, the Permits, Contracts, and Plans as defined in Section 6 below and any and all rights or claims that relate to the construction of improvements on or to the Property that Mortgagor may have against any person or entity supplying, or who has supplied, labor, materials, or services in connection with the construction of improvements on the Property;

2.3 Rights Under Covenants. All of Mortgagor's rights under any declarations of covenants, conditions, and restrictions recorded for the Property, including all of Mortgagor's rights and powers to elect or select officers and directors for any property owners' association established for the Property;

2.4 Timber; As-Extracted Collateral and Farm Products. All timber, as extracted-collateral, farm products, trees, shrubbery and bushes with respect to the Property, including, but not limited to, standing timber, timber to be cut and cut timber and minerals, gas and oil as extracted;

2.5 Water Stock and Shares. Those included in Section 1.7, above, and all water stock, shares of stock or other evidence of ownership of any part of the Property that is owned by the Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

2.6 Insurance; Eminent Domain. All of Mortgagor's rights under any and all contracts and policies of insurance with respect to the Property and to any and all awards made in connection with any eminent domain or condemnation proceedings, or purchases in lieu thereof, of the whole or any part of the Property;

2.7 Rights of Sale. All of Mortgagor's right, title, and interest in any contracts, options or agreements of sale with respect to the Property, all purchase money indebtedness to Mortgagor related to any sale, and any cash proceeds of such sale;

2.8 Accounts with Mortgagee. All accounts maintained by Mortgagor with Mortgagee or any subsidiary or affiliate of Mortgagee;

2.9 Improvement, Fixtures, etc. All improvements, fixtures, Equipment, furnishings, appliances, machinery, apparatus, goods, construction materials, and other articles of personal property owned by Mortgagor and now or hereafter affixed to, placed upon, or used in connection with the Property, including, but not limited to, any structures constructed on the Property, including, but not limited to, wells, pumps, pipes, sewer lines, motors, and irrigation equipment, cables, electrical wires for power systems, and construction materials, and any and all replacements and improvements thereof;

2.10 Tangible Personal Property. All existing and future inventory, furnishings, fixtures, Equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Mortgagor or in which Mortgagor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Mortgagor or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Mortgagor to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

2.11 Accounts, Etc. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (a) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (b) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to or upon any or all of the Property, (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the Loan Documents secured by or referred to in this Mortgage, (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property, and (vii) investment property, including certificated securities, uncertificated securities, securities

accounts, securities entitlements, commodity accounts, and commodity contracts maintained pursuant to any of the Loan Documents, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefor;

2.12 General Intangibles, Etc. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the Property, including, but not limited to, (i) all names under which or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, including but not limited to the right to receive any and all cash, distributions and proceeds from the exercise of any option agreement against the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all non-privileged books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property, (viii) all grazing privileges; (ix) all options to purchase or exchange the Property or any portion thereof; and (x) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

2.13 Listing and Sales Agreements, Etc. All listing agreements, sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the Property, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Property;

2.14 Engineering and Architectural Plans and Specifications; Etc. All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the property described in Section 1 and Sections 2.1 through 2.11, above, and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

2.15 Operating and Management Agreements, Etc. All operating agreements and management contracts, including without limitation, any and all contracts and agreements, if any, previously, now or at any time hereafter entered into with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Property or otherwise concerning the operations and business of the Property, including without limitation, all bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, commitments, contracts and subcontracts, all insurance policies, all licenses and bonds, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, and other contracts for the operation and maintenance of, or provision of services to, the Property;

2.16 Files and Records. All non-privileged ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in Sections 2.1 through 2.15, above, or in this Section 2.16;

2.17 Other Property. Any and all other property or rights of any kind or nature, relating to the Property, further identified herein or in any UCC financing statement filed in connection herewith; and

2.18 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Collateral and all the rents, issues, proceeds, products, and profits of such Collateral.

3. Fixture Filing. It is intended that the recording of this Mortgage shall be effective as a "fixture filing" under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Mortgage is to be filed and indexed in the real estate records not only as a mortgage, but also a fixture filing.

4. **Obligations Secured.** This Mortgage is given for the purpose of and does secure the following obligations (collectively, the "Secured Obligations"):

4.1 **Promissory Notes.** Payment of all obligations at any time owing under:

(a) that certain promissory note payable by Benjamin W. Griffith, III ("Borrower"), as maker, to the order of Mortgagee, dated of even date herewith, evidencing a loan from Mortgagee to Borrower in the original principal amount of Eighty-Three Million Eight Hundred Thousand and No/100 Dollars (\$83,800,000.00);

(b) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated January 18, 2011, evidencing a loan from Mortgagee to Borrower in the original principal amount of Thirteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$13,650,000.00); and

(c) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated April 30, 2010, evidencing a loan from Mortgagee to Borrower in the original principal amount not to exceed Fifty-Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00).

Each of the foregoing promissory notes referenced above together with any other promissory note(s) now existing or hereafter executed by Borrower in favor of Mortgagee, as may have been or hereafter be amended, restated, replaced, extended, renewed and increased from time to time, being and secured hereby and hereafter collectively referred to as the "Notes", and each of the loans evidenced by the Notes are hereafter collectively referred to as the "Loans". The Loans being governed by, among other things, that certain Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated of even date herewith, and that certain Sixth Amended and Restated Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated April 11, 2013 (the foregoing, together with any modifications, amendments, restatements, consolidations and replacements thereof, whether now existing or hereafter arising, collectively, the "Loan Agreements").

4.2 **Additional Obligations.** Payment of any further sums advanced or loaned by Mortgagee to Borrower or any of Borrower's successors or assigns, or otherwise owed by Borrower to Mortgagee, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Mortgagee, are owing pursuant to this Mortgage or any of the other documents executed by Mortgagor, Borrower or any other party securing or otherwise relating to the Notes or the Loans evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Mortgage, together with interest thereon at the rate set forth in the relevant document. This Mortgage, the Notes, the Loan Agreements, and all other documents governing, securing, or otherwise relating to the Notes or the Loans evidenced thereby are hereafter referred to collectively as the "Loan Documents".

Mortgagor acknowledges that it will receive a material benefit from the Loans and that Mortgagee would not make or continue to make the Loans without the security of this Mortgage. Mortgagor has independently investigated the financial condition of Borrower, has not relied upon any financial or other information provided by Mortgagee and does not expect Mortgagee to provide any such information in the future. Mortgagor has reviewed the Loan Documents, this Mortgage and all other documents and agreements to be signed by Mortgagor in connection with the Loans, and is otherwise fully familiar with the Secured Obligations. Mortgagor, to the fullest extent permitted by law, hereby unconditionally (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection or enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waives notice of acceptance hereof by Mortgagor under this Mortgage; (iv) waives notice of any and all advances made under the Notes, any of the Loan Documents, or any other agreement secured by this Mortgage; (v) waives any defense or right in any action or proceeding to enforce this Mortgage that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waives all claims and defenses Mortgagor might otherwise assert to enforcement of the Secured Obligations or this Mortgage as a surety. Mortgagor further agrees that Mortgagee may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and

may otherwise deal with the Borrower or any guarantor or collateral as Mortgagee may elect, without affecting the rights of Mortgagee hereunder.

Mortgagor's liability for payment and performance of the indebtedness and obligations of Borrower to Mortgagee is not limited to the property encumbered by this Mortgage, as Mortgagor has agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Mortgagee.

4.3 Obligations Under Loan Documents. Performance by Borrower or Mortgagor, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Agreements and other Loan Documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents, including, without limitation, any and all other "Secured Obligations" as defined in the Loan Agreements.

4.4 Cross-Collateralization. In addition to the Notes and the Loans, this Mortgage secures the following indebtedness: all obligations, debts, and liabilities, plus interest thereon, of Mortgagor and/or Borrower, to Mortgagee or any one or more of them, as well as all claims by Mortgagee against Mortgagor or Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Specifically, without limitations, this Mortgage secures all obligations of Mortgagor arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Mortgagor and Mortgagee.

Mortgagor further covenants and agrees as follows:

5. Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all its right, title, and interest of Mortgagor in and under all leases now or hereafter affecting the Property (the "Leases"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Mortgagor to establish a complete and present transfer of all interests assigned hereunder with the right, but without the obligation, to collect all rents and profits of the Property under the Leases. So long as Mortgagor is not in default hereunder, Mortgagor may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Mortgagor to collect or receive rents and profits shall terminate until Mortgagee is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Mortgagee of its rights herein granted, Mortgagor agrees that payment made by tenants or occupants to Mortgagee shall be considered as though made to Mortgagor and in discharge of the tenants' obligations to Mortgagor and such payments shall be credited as payments of Borrower on amounts due Mortgagee under the Loan Documents. Nothing herein contained shall be construed as obligating Mortgagee to perform any of Mortgagor's covenants under any lease or rental arrangement.

6. Assignment of Permits, Contracts, and Plans. In addition to and without in any way derogating from the security interest granted Mortgagee in the Collateral, Mortgagor hereby assigns, grants, transfers, and sets over unto Mortgagee, Mortgagor's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, contracts, including, but not limited to, logging, timber, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreements, warranties, and any and all right, title, and interest in, to, and under any and all of the documents or other items listed in Sections 2.2, 2.5 and 2.11 through 2.14, above, and any and all other contracts for work product relating to logging, development or construction on the Property or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "Permits, Contracts, and Plans").

6.1 Security for Loans. This assignment is made as additional security for the payment and performance of all of the obligations of Mortgagor set forth in Section 4 above.

6.2 Liabilities. Mortgagee does not assume any obligations or duties of Mortgagor under the Permits, Contracts, and Plans unless and until Mortgagee shall have given Mortgagor written notice of the same. If Mortgagee does not directly undertake to complete development or construction of the Property, Mortgagee may assign such Permits, Contracts, and Plans to, and such obligations and duties of Mortgagor in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Mortgagee for the purpose of completing such development or construction, and Mortgagee shall have no liability whatsoever for the performance of any such obligations and duties.

6.3 Representations and Warranties of Mortgagor. Mortgagor represents and warrants to Mortgagee that:

6.3.1 No Prior Assignments. There have been no prior assignments of its rights, title, and interest in, to, and under the Permits, Contracts, and Plans;

6.3.2 Authority. Mortgagor has full power and authority to assign its rights, title, and interest in, to, and under the Permits, Contracts, and Plans to Mortgagee and no consents or approvals of any other person or entities are necessary in order for Mortgagor to validly execute, deliver, and perform this assignment; and

6.3.3 No Defaults or Modifications. All covenants, conditions, and agreements set forth in the Permits, Contracts, and Plans have been performed as required as of the date hereof and neither Mortgagor nor any other party is in default thereunder. Mortgagor shall not amend or modify any of the terms and conditions of the Permits, Contracts, and Plans without the prior written approval of Mortgagee, nor shall Mortgagor assign, transfer, mortgage, or otherwise convey or encumber any of its rights, title, or interest in, to, or under the Permits, Contracts, and Plans so long as any of Mortgagor's obligations under the Loan Documents remain unfulfilled.

6.4 Attorney-in-Fact. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, upon the occurrence of any defaults hereunder or under any of the other Loan Documents, to demand, receive, and enforce any and all of Mortgagor's rights under and with respect to the Permits, Contracts, and Plans, and to perform any and all acts with respect to the Permits, Contracts, and Plans that Mortgagee deems necessary or desirable with the same force and effect as if performed by Mortgagor in the absence of this assignment.

6.5 Assignment for Security. This assignment is for security purposes only. Mortgagee shall have no right pursuant to this assignment to enforce Mortgagor's rights with respect to the Permits, Contracts, and Plans until Mortgagor shall be in default under any of its obligations to Mortgagee pursuant to this Mortgage or any of the other Loan Documents. On the occurrence of any such default, Mortgagee, without affecting any of its rights or remedies against Mortgagor under any other instrument, document, or assignment, may exercise its rights under this assignment or in any other manner permitted by applicable law, and in addition, Mortgagee shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or as otherwise provided by law.

7. Nature of Property/Remedies. Mortgagor and Mortgagee agree that the filing of a financing statement in the records having to do with personal property in connection with the Security Agreement provided herein shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Property and all components thereof are, to the maximum extent possible, real property, subject to Mortgagee's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Mortgagee under this Mortgage, (b) available to Mortgagee as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Mortgagee's security shall be deemed to include personal property, Mortgagee shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Mortgagee's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Mortgagor agrees to assemble all such property and make it available to the Mortgagee as secured party at a place to be designated by such party that is reasonably convenient to all parties.

8. **Representations and Warranties.** To protect the security of this Mortgage and for the benefit of Mortgagee, Mortgagor does, for Mortgagor and for Mortgagor's successors and assigns, represent, covenant, warrant, and agree as follows:

8.1 **Warranty of Title.** Excepting matters accepted and approved by Mortgagee as exceptions to title in final title policies covering the Property, that Mortgagor has good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Mortgagee in writing; that Mortgagor owns all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Mortgagee); that Mortgagor is vested with the right to convey all real property described herein to Mortgagee; and that no consent of other parties is required as a condition thereto. Mortgagor does hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Mortgage against the claims and demands of all persons and parties;

8.2 **Commercial Instrument.** That the proceeds of the Loans secured hereby will be used for business or commercial purposes and not for personal or family purposes;

8.3 **Legal Entity, Business, Etc.** That while any sums remain outstanding hereunder, Mortgagor will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Mortgagee of any material change in Mortgagor's business or financial position, any change in any location where Mortgagor's accounts and/or assets are to be maintained, the location of any new places of business of Mortgagor and the changing or closing of any of its existing places of business, and any change in Mortgagor's name; and

8.4 **No Subordinate Financing.** Mortgagor agrees that without Mortgagee's prior written consent, there shall be no other financing secured by the Property or any interest therein, and that the Mortgage shall be the only lien or encumbrance affecting the Property.

9. **Maintenance and Inspection of Improvements.** Mortgagor shall not allow any material changes in the zoning of the Property or its zoning without Mortgagee's consent. Mortgagor shall not commit or suffer any waste and shall remedy any waste within thirty (30) days following Mortgagee's notice thereof; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof and shall remedy any failure to so comply within thirty (30) days of notice of the failure to comply; and shall pay all fees or charges of any kind in connection therewith on the date such fees or charges are due. Mortgagee and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the "Substances" warranties and covenants as defined and set forth in the Loan Agreements, other Loan Documents and other provisions of this Mortgage (including the right to take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Mortgagor is obligated to pay them under the terms of the Loan Documents. Mortgagor will permit access to the Property and will fully cooperate with Mortgagee in this regard.

10. Insurance.

10.1 **Obligation to Insure.** Mortgagor shall at all times provide, maintain and keep in force, at its own cost and expense, the insurance policies required in the Loan Agreements and other Loan Documents, and such additional insurance as Mortgagee may require from time to time upon thirty (30) days' notice against the same or other hazards.

10.2 **Exculpation; General Provisions Related to All Policies.** Mortgagee shall not be obligated to obtain insurance, or be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Mortgage (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Mortgagor or Mortgagee that might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Mortgagee;

(b) shall be issued in amounts no less than those specified in this Section and shall be issued by companies acceptable to Mortgagee; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee.

10.3 Delivery of Insurance Policies. Payment of Premiums. Mortgagor shall furnish Mortgagee with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Mortgagee, of the reissuance of such policy continuing insurance in force as required by this Mortgage. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Mortgagee as required hereunder, Mortgagor, by executing this Mortgage, specifically requests Mortgagee to obtain and pay for, and Mortgagee may obtain and pay for, such insurance for such risks covering Mortgagee's interest in the Property (without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder), and Mortgagor shall pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (defined in the Notes) from the date of payment by Mortgagee shall be secured by this Mortgage.

11. Liens and Taxes.

11.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof (provided, that with respect to Mechanic's Liens, as defined in Section 11.2, Mortgagor shall have the rights set forth in Section 11), or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Mortgagee's request, to Mortgagee, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Mortgagor, official receipts of the appropriate taxing authority (or other proof satisfactory to Mortgagee) evidencing the payment thereof. If Mortgagor has failed to comply with this requirement for a period of not less than thirty (30) days, then, at Mortgagee's option, Mortgagee may require Mortgagor to establish and maintain an impound account with Mortgagee, into which Mortgagor monthly shall deposit an amount established by Mortgagee as Mortgagee's estimate of one-twelfth (1/12th) of the annual amount of all taxes, assessments, encumbrances, charges and liens coming due during each calendar year, such sums to be applied by Mortgagee to payment of these amounts when due, to be replenished by Mortgagor at any time upon ten (10) days' notice if Mortgagee determines the amount it holds to be insufficient to pay the foregoing obligations as they become due. Mortgagee, except as otherwise required by applicable law, shall (i) not be required to pay interest on any funds held hereunder, (ii) be authorized to assign any funds held by it to any successor holder of the Mortgagee's interest in this Mortgage and thereupon be relieved of any further obligation for the application or refund of such sums, and (iii) at any time, at its option, following default, apply funds held hereunder to the Secured Obligations.

11.2 Discharge of Mechanics Liens. Mortgagor will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, or on the revenues, rents, issues, income or profits arising therefrom (herein collectively "Mechanic's Liens") and, in general, Mortgagor shall do, or cause to be done, at Mortgagor's sole cost and expense, everything necessary to fully preserve the lien and priority of this Mortgage; provided, however, Mortgagor shall not be obligated to pay, bond or discharge such Mechanic's Liens if payment is not yet due under the contract that is the foundation of such Mechanic's Liens; and provided further that so long as an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall have the right to contest or object to the amount or validity of any such claim and demand by appropriate administrative or judicial proceedings, in which event all of the following provisions shall apply: (a) Mortgagor shall give Mortgagee written notice of Mortgagor's intent to so contest or object to such Mechanic's Liens; (b) Mortgagor shall thereafter diligently proceed to cause such Mechanic's Liens to be removed and discharged; and (c) Mortgagor, if requested by Mortgagee, shall deposit with Mortgagee a bond or other assurance reasonably satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than 150% of the amount of the Mechanic's Liens plus costs, expenses, including reasonable attorneys' fees, and interest.

11.3 Creation of Liens. Except as otherwise set forth herein, Mortgagor will not, without Mortgagee's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes that are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Mortgage. If any of the foregoing becomes attached to the Property without such consent, Mortgagor will promptly cause the same to be discharged and released.

11.4 No Consent. Nothing in the Loan Documents shall be deemed or construed in any way as constituting the consent or agreement by Mortgagee, express or implied, to pay any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property, or to constitute any such person as a beneficiary of any obligation Mortgagee may incur to Mortgagor concerning such matters, or to create a trust fund for any such person. Mortgagor further agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor.

12. Books and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, proper and accurate books, records and accounts of the Property and of its own financial affairs to permit the preparation of financial statements therefrom. Mortgagee, through its agents, representative or employees, shall have the right, from time to time, at any time and at all times, during normal business hours, to examine, copy and audit such books, records and accounts. If the Property is at any time used for commercial or residential income purposes, Mortgagor shall deliver to Mortgagee, within thirty (30) days following Mortgagee's request, certified financial statements and profit-and-loss statements for Mortgagor and the Property prepared in accordance with generally accepted accounting principles.

13. Defense of Title. Mortgagor shall appear in and defend any suit, action, or proceeding that might affect the value of this Mortgage, the Mortgage itself, or the rights and powers of Mortgagee, including, without limitation, any condemnation or public improvement proceeding, and Mortgagee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value. Mortgagor will, at all times, indemnify from and, on demand, reimburse Mortgagee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

14. No Changes. Mortgagor agrees that so long as any amount or obligation is outstanding by Borrower to Mortgagee under any of the Loan Documents, and except if and to the extent otherwise expressly provided in the Loan Documents, Mortgagor will not, without the written consent of Mortgagee:

14.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

14.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district that includes the Property or any part of the Property, any assessment district that includes the Property or any part of the Property, or any other comparable or similar district, area or territory that includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Mortgagor shall immediately give notice to Mortgagee of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

15. Notices Required. Mortgagor shall comply with and promptly, but not later than ten (10) days following receipt thereof, furnish to Mortgagee true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Mortgagor or the Property. Mortgagor shall promptly notify Mortgagee of any material fire or other material casualty or any notice of taking or eminent domain

proceeding affecting the Property. Mortgagor shall promptly, but not later than ten (10) days following receipt thereof, notify Mortgagee of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

16. **Mortgagee Authorized to Act.** Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee may, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Mortgagee either appears to be prior or superior to this Mortgage; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Mortgagor and will be one of the Secured Obligations under this Mortgage.

17. **Condemnation Proceeds.** Except as otherwise set forth in the Loan Agreements, in the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Mortgagee shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Mortgagee and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby. Mortgagor further agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

18. **Non-Waiver of Defaults.** The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Mortgage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

19. **Events of Default.** Notwithstanding any cure periods described below, Mortgagor shall immediately notify Mortgagee in writing when Mortgagor obtains knowledge of the occurrence of any default specified below (individually, an "Event of Default"). Regardless of whether Mortgagor has given the required notice, the occurrence of one or more of the following shall constitute an Event of Default, subject to any applicable cure periods set forth in the Loan Agreements:

19.1 **Payment Default.** Borrower's or Mortgagor's failure to pay: (i) any interest, required reserves or any other payment under the Notes, or any fees, charges, costs or expenses under this Mortgage or any of the other Loan Documents when due; or (ii) any principal amount of the Notes when due; or (iii) any taxes, insurance premiums, assessments, or rents related to the Property;

19.2 **Default Under Loan Documents.** Failure by Borrower or Mortgagor to perform, when due, any of the terms, covenants and conditions set forth in the Loan Documents, including, without limitation, the occurrence of any "Event of Default" as defined in the Loan Agreements;

19.3 **Default on Obligations Secured by Property.** Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Mortgage, subject to any applicable cure provisions;

19.4 **Default on Other Obligations.** The Borrower, Mortgagor, or any other obligated party fails to comply with or to perform any other term, obligation, covenant or condition under the terms of any loan agreement, promissory note, conditional sale contract, lease or other agreement, document or instrument evidencing, governing, or securing any indebtedness owing by the Borrower, Mortgagor, or any other obligated party to the Mortgagee; or any indebtedness owing by Borrower, Mortgagor, to any third party and the period of grace, if any, to cure said default under such third party agreement shall have passed;

19.5 Judgments. Any judgment shall be obtained against the Borrower, Mortgagor, or any other obligated party, which, together with all outstanding unsatisfied judgments against the Borrower, Mortgagor, or any other obligated party and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days following the date of entry thereof;

19.6 Inability to Perform; Bankruptcy; Insolvency; Change in Ownership. (a) Borrower, Mortgagor, or any other obligated party shall die or cease to exist; (b) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower, Mortgagor, or any other obligated party; (c) Borrower, Mortgagor or any other obligated party shall become the subject of any out of court settlement with its creditors; (d) Borrower, Mortgagor, or any other obligated party is unable or admits in writing its inability to pay its debts as they mature; or (e) if Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower;

19.7 Default Under Leases. Any defaults by Mortgagor under any material lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Mortgagee's prior written consent, which shall not be unreasonably withheld;

19.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Borrower or Mortgagor, or Mortgagee in good faith deems itself insecure; and

19.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Mortgagee of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

20. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Mortgagee may, at its option and without notice to or demand upon Mortgagor, exercise any one or more of the following actions: declare all amounts secured by this Mortgage immediately due and payable; bring a court action to enforce the provisions of this Mortgage or any of the other Loan Documents; judicially foreclose this Mortgage in any manner permitted by applicable law; exercise Mortgagee's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Mortgage and the other Loan Documents or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Mortgage or afforded by law or equity or any other agreement between Mortgagee and Mortgagor may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

21. Judicial Foreclosure. In the Event of Default, Mortgagee may commence an action to judicially foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property in the State of Idaho. Mortgagee shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including reasonable attorneys' fees (and attorneys' fees on appeal), in such amount as shall be fixed by the court. The Property and/or Collateral may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as the Mortgagee, in its sole discretion, may elect. Mortgagee will be entitled to possession of the Property and Collateral during any redemption period allowed under the laws of the State of Idaho. However, if Mortgagor remains in possession of the Property and/or Collateral after it has been sold, Mortgagor will become a tenant at will of the purchaser of the Property and/or Collateral and will pay a reasonable rental for the use thereof while the same is in Mortgagor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property and/or Collateral as may be reasonably necessary for its proper operation, care, preservation or protection; pay any liens which become due; insure the Property and Collateral against loss by casualty and itself against liability arising from its ownership and use of the Property and/or Collateral; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property and/or Collateral as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property and/or Collateral.

22. Appointment of Receiver. Upon the occurrence of an Event of Default and in accordance with applicable law, Mortgagee personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Borrower, Mortgagor and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts, accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Mortgagee or a receiver is then in possession of the Property. Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 22 shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Property, the receiver may:

22.1.1 Possess, use, operate, manage, control, and conduct the business of the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

22.1.2 Collect all room rates, rents, revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Property and apply such sums or the proceeds thereof to the expenses of use, operation and management; and

22.1.3 Complete any construction in progress and, in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as it deems appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Mortgagee shall bear interest at the Default Rate (defined in the Loan Agreements) from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Mortgagor secured hereby.

23. Uniform Commercial Code Remedies. In the event of a default, Mortgagee may exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Idaho. Upon request, Mortgagor will assemble and make the personal property Collateral available to Mortgagee or its agent at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may sell (at public or private sale), lease or otherwise dispose of such Collateral in accordance with the Uniform Commercial Code. Unless such Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor prior written notice of the time and place of any public sale of such Collateral or of the time after which any other intended disposition of such Collateral will occur, and notice will be deemed reasonably and properly given if mailed at least ten (10) days prior to such sale or other disposition. Mortgagee may elect to judicially foreclose its security interest. Mortgagee and its agents will have the right to enter the Property to exercise Mortgagee's rights with regard to such Collateral.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Mortgage, under any Loan Document or other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be, to the extent permitted by applicable law, entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of the Loan Documents to Mortgagee, and Mortgagee may pursue inconsistent remedies. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right.

25. Repayment of Mortgagee's Expenditures and Advances. Borrower or Mortgagor shall immediately pay, without demand by Mortgagee, all sums expended or advanced hereunder or under any of the

other Loan Documents, and all costs incurred by Mortgagee in enforcing or protecting their rights or interests hereunder or under any of the other Loan Documents (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate applicable to any Note secured hereby, and the same shall constitute advances made under this Mortgage and repayment thereof shall be secured hereby. If Borrower or Mortgagor fails to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Mortgagee may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Borrower or Mortgagor for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same. Such amounts are secured by this Mortgage.

26. Due on Sale or Encumbrance. Mortgagor acknowledges and agrees that the obligations secured by this Mortgage are personal to Mortgagor and that Mortgagor's personal responsibility, financial condition, and control of the Property were material inducements on which Mortgagee relied in making its loan to Borrower. Mortgagor agrees that except as otherwise provided within the Loan Documents, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Mortgagor. Any such action, which is not otherwise permitted within the Loan Documents, without Mortgagee's prior written consent shall be deemed to increase Mortgagee's risk, and shall be an Event of Default hereunder. If Mortgagee elects, in its sole discretion, to consent to any such action, then (i) Mortgagee may condition its consent on such terms and conditions as Mortgagee may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby; and (ii) Mortgagor agrees to execute any documents as Mortgagee deems necessary to preserve or maintain its security interest in the Property. Mortgagee shall not be required to release the original obligor or any other party liable for such obligations.

27. Indemnification by Mortgagor. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or account of: (a) any action by Mortgagor in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Mortgagee under any of the Loan Documents; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Mortgagee, and such obligation shall be secured by this Mortgage. If any claim, action, or proceeding is brought against Mortgagee that is the subject of the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary in the name of the Mortgagee, by attorneys for Mortgagor's insurance carrier or otherwise by attorneys approved by Mortgagee.

28. Further Assurances. Borrower or Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such additional security instruments, in form and substance satisfactory to Mortgagee, which, in the reasonable opinion of Mortgagee, is essential to the operation of the Property covered by this Mortgage, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend, or maintain Mortgagee's security interests under or the priority of this Mortgage. Borrower or Mortgagor shall pay all costs in connection with the preparation, execution, recording, filing, and refiling of any such documents.

29. Multiple Mortgagors. If Mortgagor is comprised of more than one person or entity, then the term "Mortgagor" used herein shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions and other provisions of this Mortgage shall apply both collectively and individually, and each such person or entity shall be jointly and severally liable for all obligations secured by this Mortgage.

30. Assignment. Mortgagee may assign this Mortgage in whole or in part to any person and may grant participation in any of its rights under the Mortgage without notice and without affecting Mortgagor's liability under this Mortgage. In connection with any proposed assignment, participation, or similar arrangements, Mortgagee may make available to any person all credit and financial data furnished or to be furnished to Mortgagee by Mortgagor under the Loan Documents. Mortgagee and all other parties to whom Mortgagor's credit and financial data is furnished shall treat such data as confidential. Mortgagor may not assign the Mortgage to any person at any time, except in connection with a transaction approved in writing by Mortgagee under the terms of this Mortgage. Subject to such prohibitions against Mortgagor's assignment, this Mortgage shall inure to the benefit of

and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

31. **Applicable Law.** This Mortgage is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

32. **Miscellaneous.** The term Mortgagee shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Mortgagee herein. In construing this Mortgage and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Mortgage may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

33. **Disclosures/Disclaimers.** Mortgagee makes the following disclosures and disclaimers in connection with this Mortgage:

33.1 **Actions Solely for Benefit of Mortgagee.** Any and all subsequent purchasers of the Property, and any other parties acquiring an interest in the Property, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Property by Mortgagee or any agent of Mortgagee shall be made exclusively for the benefit of Mortgagee, and Mortgagee makes no representations to any third party acquiring any interest in the Property. Such third party shall have no rights of reliance upon any action taken by Mortgagee. Mortgagee makes no representations whatsoever to any third party as to the adequacy or legality of any action of Mortgagor and any action of Mortgagee is solely for the benefit of Mortgagee.

33.2 **Changes in Interest Rate.** One or more Notes secured hereby contain provisions permitting (a) increases and decreases in the rate of interest provided in the Notes, and (b) increases and decreases in the periodic payments required under the Notes.

34. **Possession and Maintenance of the Property.**

34.1 **Possession and Use.** Until the occurrence of an Event of Default, Mortgagor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

34.2 **Duty to Maintain.** Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

34.3 **Nuisance, Waste.** Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee except in accordance with the Loan Agreements.

34.4 **Removal of Improvements.** Mortgagor shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Mortgagee. As a condition to the alteration, demolition, or removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

34.5 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interests and to inspect the Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

34.6 **Compliance with Governmental Requirements.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the

Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

34.7 Duty to Protect. Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

34.8 Access Laws.

34.8.1 Mortgagor agrees that Mortgagor and the Property shall at all times strictly comply with the requirements of the federal Americans with Disabilities Act of 1990; the federal Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Mortgagee may require a certificate of compliance with the Access Laws and Indemnification agreement in a form reasonably acceptable to Mortgagee. Mortgagee may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Mortgagee.

34.8.2 Notwithstanding any provisions set forth herein or in any other document, Mortgagor shall not alter or permit any tenant or other person to alter the Property in any manner that would increase Mortgagor's responsibilities for compliance with the Access Laws without the prior written approval of Mortgagee. In connection with such approval, Mortgagee may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Mortgagee.

34.8.3 Mortgagor agrees to give prompt written notice to Mortgagee of the receipt by Mortgagor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations that relate to compliance with any of the Access Laws.

34.8.4 Mortgagor shall indemnify, defend and hold harmless Mortgagee from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Mortgagor under this Section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding or delivery of a deed in lieu of foreclosure.

34.9 Reappraisals. Mortgagee shall have the right to obtain at Mortgagor's cost and expense reappraisals of the Property from any licensed or certified appraiser designated by Mortgagee, from time to time (a) whenever such reappraisal may be required by any law, rule, or regulation applicable to the conduct of Mortgagee's business, or (b) whenever reasonably deemed appropriate by Mortgagee following the occurrence or during the continuation of an Event of Default. Mortgagee may use the results of such reappraisal to evaluate and restructure such loan or loans if necessary in Mortgagee's reasonable discretion.

35. Leases. In the event Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, Mortgagee, during such time as it shall be mortgagee in possession, shall have, and Mortgagor hereby gives and grants to Mortgagee, the right, power and authority, by itself or through a duly appointed receiver, to make and enter into leases of the Property or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Property hereunder, it being the intention of Mortgagor that, while Mortgagee is a mortgagee in possession of the Property, Mortgagee or the receiver shall be deemed to be and shall be the attorney-in-fact of Mortgagor for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable by Mortgagee or the receiver. The power and authority hereby given and granted by Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor.

36. Marshaling of Assets. Mortgagor hereby expressly waives all rights to require a marshaling of assets by the Mortgagee or to require Mortgagee to first resort to the sale of any portion of the Property that might have been retained by Mortgagor before foreclosing upon and selling any other portion thereof.

37. **Severability.** If any term of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

38. **Modifications.** This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

39. **Priority of Mortgage.** The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Notes (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

40. **Commercial Mortgage.** Mortgagor warrants that the loan secured hereby is for commercial purposes and is not for residential, household, personal, agricultural or consumer purposes.

41. **Mutual Negotiation.** Mortgagee and Mortgagor confirm that they have mutually negotiated this Mortgage and that none of the terms or provisions of this Mortgage shall be presumptively construed against either party.

42. **Jury Trial Waiver.** MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES OR ANY INSTRUMENT OR OTHER AGREEMENT THAT EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. MORTGAGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN EVIDENCED BY THE NOTES.

43. **Merger.** No merger shall occur as a result of Mortgagee acquiring any other estate in or lien on the Property, unless Mortgagee consents to a merger in writing.

44. **Attorney-in-Fact.** Mortgagor hereby irrevocably appoints Mortgagee, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments or assignment, conveyance or further assurance with respect to Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property; provided, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Secured Obligation and shall bear interest at the Default Rate (as defined in the Loan Agreements); (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action that it is empowered to take under this Section. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Mortgagor.

45. **Hypothecation Mortgage – Agreement of Borrower.** Borrower (defined above), by his execution of this Mortgage, agrees that he shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Mortgagor, each and every of the terms, covenants, and conditions of this Mortgage; provided that any limitation of liability on the part of or applicable to Mortgagor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Mortgagee under this Mortgage

or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Mortgagee.

~SIGNATURES ON THE FOLLOWING PAGE~

The parties have executed this Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as of the day and year first above written.

MORTGAGOR:

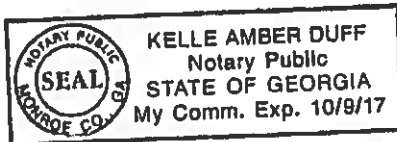
SPP Land, LLC, Georgia limited liability company

 (Seal)
Travis B. Griffith, Manager

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said State, personally appeared Travis B. Griffith, known or identified to me to be the Manager of SPP Land, LLC, 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.

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




Notary Public for State of Georgia
Residing at _____
My commission expires _____

BORROWER:

 (Seal)
Benjamin W. Griffith, III, Individually

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said state, personally appeared Benjamin W. Griffith, III, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Benjamin W. Griffith, III executed the same.

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



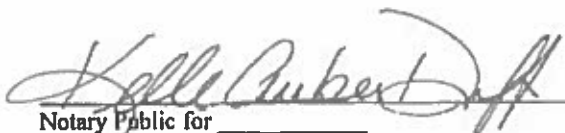

Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION
(Idaho County, Idaho)

EXHIBIT 'A'

File No.: NCS-749939A-WA1 (LJ)

Property: Idaho County, ID, ID

Township 21 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 13: N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ East of the Little Salmon River

Section 25: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ East of the Little Salmon River, NW $\frac{1}{4}$ SW $\frac{1}{4}$ East of the Little Salmon River

Section 26: S $\frac{1}{2}$ SE $\frac{1}{4}$ East of the Little Salmon River

Section 35: SE $\frac{1}{4}$, NE $\frac{1}{4}$ East of the Little Salmon River

Less: Highway Right of Way deeded to the State of Idaho in deeds recorded as Instrument Numbers 72029, 118237, and 256636.

A.P.N.

Recording Requested By and
When Recorded Return to:

Nexsen Pruet, LLC
Attn: C. King
PO Drawer 10648
Greenville, SC 29603

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS
(Valley County, Idaho)**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO. AGSOUTH FARM CREDIT, ACA, AS AGENT/NOMINEE FOR AGSOUTH FARM CREDIT, FLCA, AND/OR AGSOUTH FARM CREDIT, PCA, IS EXEMPT FROM THE PAYMENT OF APPLICABLE STATE INTANGIBLE AND RECORDING TAXES AS AN INSTRUMENTALITY OF THE UNITED STATES PURSUANT TO 12 U.S.C. 2098 AND 12 U.S.C. 2071, RESPECTIVELY.

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") is made to be effective as of April 21, 2016, by and among SPP Land, LLC, a Georgia limited liability company (the "Mortgagor"), whose address is 6304 Peake Road, Macon, Georgia 31210; and AgSouth Farm Credit, ACA, an agricultural credit association, for itself and as agent/nominee for others (the "Mortgagee"), whose address is 40 South Main Street, Statesboro, Georgia 30459.

1. **Granting Clause.** For good and valuable consideration, including the indebtedness described below Mortgagor hereby irrevocably grants, bargains, mortgages, sells and conveys to Mortgagee and its successors and assigns, with right of entry and possession as provided herein, all of Mortgagor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to that certain real property located in Valley County, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); together with:

1.1 **After-Acquired Title.** Any after-acquired title of Mortgagor in and to the Property and in and to land lying in the streets and roads adjoining the Property;

1.2 **Access, Etc.** All access rights and easements, now or hereafter belonging or in any way appertaining to the Property;

1.3 **Improvements.** All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property;

1.4 **Leases.** All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 **Rents.** All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Mortgagor pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

1.7 Water. Notwithstanding any other provision, reservation or exceptions contained herein or on any exhibit hereto, the lien created hereby shall cover all Mortgagor's water rights, including but not limited to, rights to surface water, ground water, underground water, percolating waters, tributaries and non-tributaries, rights to any water from lakes, streams or other bodies of water, adjudicated, licensed, or permitted water and water rights, appropriated or unappropriated water and water rights, decreed or undecreed water and water rights, riparian and other water rights which are now owned or which are hereafter acquired by Mortgagor whether or not expressly excepted from the description of the Property, including but not limited to Idaho Department of Water Resources, Water Right Nos., 78-4298A, 65-5787, 67-4570, 67-4571, 67-14985, 63-5340, 63-5342, 63-15291, 65-8003, 67-14983, 78-4295, 78-4296, 78-4299, 78-4304, 78-4306, and all stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Mortgagor with respect to the Property;

1.8 Timber. All timber with respect to the Property, including, but not limited to, standing timber, timber to be cut, and cut timber.

1.9 Mineral and Gas Rights. All existing and future rights in royalties, leasehold, surface, subsurface and/or mineral rights now owned or after-acquired, oil and gas rights, and other mineral rights in or related to the Property;

1.10 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.11 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property; all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. Security Agreement. This Mortgage shall also constitute a "Security Agreement" under the Uniform Commercial Code as adopted in the State of Idaho (the "UCC") between Mortgagor and/or Borrower as debtor and Mortgagee as secured party. As additional security for the performance of the obligations secured hereby, Mortgagor further grants and conveys to Mortgagee a security interest and a continuing lien on the following-described property and all proceeds of such property (collectively, the "Collateral"), all of which Collateral shall be deemed a part of and shall be included in any reference to the Property hereunder:

2.1 Property in Section 1. Any of the Property described in Section 1 above that is deemed to be personal property;

2.2 Permits, Plans, and Contracts. All of Mortgagor's right, title, and interest in any and all licenses, permits, approvals, bonds, commitments, designs, plans, specifications, construction, architectural and engineering agreements, commitments, contracts and subcontracts, surveys, appraisals, warranties, surety, bonding, security, development, financing, guaranty, indemnity, maintenance, management, service, supply agreements, commitments, contracts and subcontracts and insurance policies in any way pertaining to the development, construction, use, occupancy, operation and maintenance of the Property and any business of Mortgagor therein conducted, and all guarantees of any of the foregoing and any security therefor, and any and all other work product relating to the Property or any part thereof and now or hereafter owned by Mortgagor, including, without limitation, the Permits, Contracts, and Plans as defined in Section 6 below and any and all rights or claims that relate to the construction of improvements on or to the Property that Mortgagor may have against any person or entity supplying, or who has supplied, labor, materials, or services in connection with the construction of improvements on the Property;

2.3 Rights Under Covenants. All of Mortgagor's rights under any declarations of covenants, conditions, and restrictions recorded for the Property, including all of Mortgagor's rights and powers to elect or select officers and directors for any property owners' association established for the Property;

2.4 Timber; As-Extracted Collateral and Farm Products. All timber, as extracted-collateral, farm products, trees, shrubbery and bushes with respect to the Property, including, but not limited to, standing timber, timber to be cut and cut timber and minerals, gas and oil as extracted;

2.5 Water Stock and Shares. Those included in Section 1.7, above, and all water stock, shares of stock or other evidence of ownership of any part of the Property that is owned by the Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property, and all documents of membership in any membership facility developed on the Property;

2.6 Insurance; Eminent Domain. All of Mortgagor's rights under any and all contracts and policies of insurance with respect to the Property and to any and all awards made in connection with any eminent domain or condemnation proceedings, or purchases in lieu thereof, of the whole or any part of the Property;

2.7 Rights of Sale. All of Mortgagor's right, title, and interest in any contracts, options or agreements of sale with respect to the Property, all purchase money indebtedness to Mortgagor related to any sale, and any cash proceeds of such sale;

2.8 Accounts with Mortgagee. All accounts maintained by Mortgagor with Mortgagee or any subsidiary or affiliate of Mortgagee;

2.9 Improvement, Fixtures, etc. All improvements, fixtures, Equipment, furnishings, appliances, machinery, apparatus, goods, construction materials, and other articles of personal property owned by Mortgagor and now or hereafter affixed to, placed upon, or used in connection with the Property, including, but not limited to, any structures constructed on the Property, including, but not limited to, wells, pumps, pipes, sewer lines, motors, and irrigation equipment, cables, electrical wires for power systems, and construction materials, and any and all replacements and improvements thereof;

2.10 Tangible Personal Property. All existing and future inventory, furnishings, fixtures, Equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Mortgagor or in which Mortgagor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or any part thereof, or located elsewhere in the possession of Mortgagor or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Mortgagor to be used in connection with or otherwise relating to the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to all appliances, furniture and furnishings, findings, materials, suppliers, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof;

2.11 Accounts, Etc. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings, letters of credit, and payments of any kind due from or payable by (a) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (b) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to or upon any or all of the Property, (iv) guarantees of any of the foregoing and any security therefor, (v) cash funds and cash collateral accounts maintained pursuant to any of the Loan Documents secured by or referred to in this Mortgage, (vi) proceeds and claims arising on account of any damages to or taking of the Property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the Property, and (vii) investment property, including certificated securities, uncertificated securities, securities

accounts, securities entitlements, commodity accounts, and commodity contracts maintained pursuant to any of the Loan Documents, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefor;

2.12 General Intangibles, Etc. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the Property, including, but not limited to, (i) all names under which or by which the Property may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Property, including but not limited to the right to receive any and all cash, distributions and proceeds from the exercise of any option agreement against the Property, (v) all materials prepared for filing or filed with any governmental agency, (vi) all rights under any contract in connection with the development, design, use, operation, management and construction of the Property, (vii) all non-privileged books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Property, (viii) all grazing privileges; (ix) all options to purchase or exchange the Property or any portion thereof; and (x) all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

2.13 Listing and Sales Agreements, Etc. All listing agreements, sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the Property, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Property;

2.14 Engineering and Architectural Plans and Specifications; Etc. All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the property described in Section 1 and Sections 2.1 through 2.11, above, and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

2.15 Operating and Management Agreements, Etc. All operating agreements and management contracts, including without limitation, any and all contracts and agreements, if any, previously, now or at any time hereafter entered into with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Property or otherwise concerning the operations and business of the Property, including without limitation, all bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, commitments, contracts and subcontracts, all insurance policies, all licenses and bonds, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, and other contracts for the operation and maintenance of, or provision of services to, the Property;

2.16 Files and Records. All non-privileged ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in Sections 2.1 through 2.15, above, or in this Section 2.16;

2.17 Other Property. Any and all other property or rights of any kind or nature, relating to the Property, further identified herein or in any UCC financing statement filed in connection herewith; and

2.18 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Collateral and all the rents, issues, proceeds, products, and profits of such Collateral.

3. Fixture Filing. It is intended that the recording of this Mortgage shall be effective as a "fixture filing" under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Mortgage is to be filed and indexed in the real estate records not only as a mortgage, but also a fixture filing.

4. **Obligations Secured.** This Mortgage is given for the purpose of and does secure the following obligations (collectively, the "Secured Obligations"):

4.1 **Promissory Notes.** Payment of all obligations at any time owing under:

(a) that certain promissory note payable by Benjamin W. Griffith, III ("Borrower"), as maker, to the order of Mortgagee, dated of even date herewith, evidencing a loan from Mortgagee to Borrower in the original principal amount of Eighty-Three Million Eight Hundred Thousand and No/100 Dollars (\$83,800,000.00);

(b) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated January 18, 2011, evidencing a loan from Mortgagee to Borrower in the original principal amount of Thirteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$13,650,000.00); and

(c) that certain promissory note payable by Borrower, as maker, to the order of Mortgagee, dated April 30, 2010, evidencing a loan from Mortgagee to Borrower in the original principal amount not to exceed Fifty-Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00).

Each of the foregoing promissory notes referenced above together with any other promissory note(s) now existing or hereafter executed by Borrower in favor of Mortgagee, as may have been or hereafter be amended, restated, replaced, extended, renewed and increased from time to time, being and secured hereby and hereafter collectively referred to as the "Notes", and each of the loans evidenced by the Notes are hereafter collectively referred to as the "Loans". The Loans being governed by, among other things, that certain Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated of even date herewith, and that certain Sixth Amended and Restated Loan and Security Agreement between Mortgagee, Mortgagor and Borrower, among others, dated April 11, 2013 (the foregoing, together with any modifications, amendments, restatements, consolidations and replacements thereof, whether now existing or hereafter arising, collectively, the "Loan Agreements").

4.2 **Additional Obligations.** Payment of any further sums advanced or loaned by Mortgagee to Borrower or any of Borrower's successors or assigns, or otherwise owed by Borrower to Mortgagee, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Mortgagee, are owing pursuant to this Mortgage or any of the other documents executed by Mortgagor, Borrower or any other party securing or otherwise relating to the Notes or the Loans evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Mortgage, together with interest thereon at the rate set forth in the relevant document. This Mortgage, the Notes, the Loan Agreements, and all other documents governing, securing, or otherwise relating to the Notes or the Loans evidenced thereby are hereafter referred to collectively as the "Loan Documents".

Mortgagor acknowledges that it will receive a material benefit from the Loans and that Mortgagee would not make or continue to make the Loans without the security of this Mortgage. Mortgagor has independently investigated the financial condition of Borrower, has not relied upon any financial or other information provided by Mortgagee and does not expect Mortgagee to provide any such information in the future. Mortgagor has reviewed the Loan Documents, this Mortgage and all other documents and agreements to be signed by Mortgagor in connection with the Loans, and is otherwise fully familiar with the Secured Obligations. Mortgagor, to the fullest extent permitted by law, hereby unconditionally (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection or enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waives notice of acceptance hereof by Mortgagor under this Mortgage; (iv) waives notice of any and all advances made under the Notes, any of the Loan Documents, or any other agreement secured by this Mortgage; (v) waives any defense or right in any action or proceeding to enforce this Mortgage that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waives all claims and defenses Mortgagor might otherwise assert to enforcement of the Secured Obligations or this Mortgage as a surety. Mortgagor further agrees that Mortgagee may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and

may otherwise deal with the Borrower or any guarantor or collateral as Mortgagee may elect, without affecting the rights of Mortgagee hereunder.

Mortgagor's liability for payment and performance of the indebtedness and obligations of Borrower to Mortgagee is not limited to the property encumbered by this Mortgage, as Mortgagor has agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Mortgagee.

4.3 Obligations Under Loan Documents. Performance by Borrower or Mortgagor, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Agreements and other Loan Documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents, including, without limitation, any and all other "Secured Obligations" as defined in the Loan Agreements.

4.4 Cross-Collateralization. In addition to the Notes and the Loans, this Mortgage secures the following indebtedness: all obligations, debts, and liabilities, plus interest thereon, of Mortgagor and/or Borrower, to Mortgagee or any one or more of them, as well as all claims by Mortgagee against Mortgagor or Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Specifically, without limitations, this Mortgage secures all obligations of Mortgagor arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Mortgagor and Mortgagee.

Mortgagor further covenants and agrees as follows:

5. Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all its right, title, and interest of Mortgagor in and under all leases now or hereafter affecting the Property (the "Leases"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Mortgagor to establish a complete and present transfer of all interests assigned hereunder with the right, but without the obligation, to collect all rents and profits of the Property under the Leases. So long as Mortgagor is not in default hereunder, Mortgagor may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Mortgagor to collect or receive rents and profits shall terminate until Mortgagee is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Mortgagee of its rights herein granted, Mortgagor agrees that payment made by tenants or occupants to Mortgagee shall be considered as though made to Mortgagor and in discharge of the tenants' obligations to Mortgagor and such payments shall be credited as payments of Borrower on amounts due Mortgagee under the Loan Documents. Nothing herein contained shall be construed as obligating Mortgagee to perform any of Mortgagor's covenants under any lease or rental arrangement.

6. Assignment of Permits, Contracts, and Plans. In addition to and without in any way derogating from the security interest granted Mortgagee in the Collateral, Mortgagor hereby assigns, grants, transfers, and sets over unto Mortgagee, Mortgagor's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, contracts, including, but not limited to, logging, timber, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreements, warranties, and any and all right, title, and interest in, to, and under any and all of the documents or other items listed in Sections 2.2, 2.5 and 2.11 through 2.14, above, and any and all other contracts for work product relating to logging, development or construction on the Property or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "Permits, Contracts, and Plans").

6.1 Security for Loans. This assignment is made as additional security for the payment and performance of all of the obligations of Mortgagor set forth in Section 4 above.

6.2 Liabilities. Mortgagee does not assume any obligations or duties of Mortgagor under the Permits, Contracts, and Plans unless and until Mortgagee shall have given Mortgagor written notice of the same. If Mortgagee does not directly undertake to complete development or construction of the Property, Mortgagee may assign such Permits, Contracts, and Plans to, and such obligations and duties of Mortgagor in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Mortgagee for the purpose of completing such development or construction, and Mortgagee shall have no liability whatsoever for the performance of any such obligations and duties.

6.3 Representations and Warranties of Mortgagor. Mortgagor represents and warrants to Mortgagee that:

6.3.1 No Prior Assignments. There have been no prior assignments of its rights, title, and interest in, to, and under the Permits, Contracts, and Plans;

6.3.2 Authority. Mortgagor has full power and authority to assign its rights, title, and interest in, to, and under the Permits, Contracts, and Plans to Mortgagee and no consents or approvals of any other person or entities are necessary in order for Mortgagor to validly execute, deliver, and perform this assignment; and

6.3.3 No Defaults or Modifications. All covenants, conditions, and agreements set forth in the Permits, Contracts, and Plans have been performed as required as of the date hereof and neither Mortgagor nor any other party is in default thereunder. Mortgagor shall not amend or modify any of the terms and conditions of the Permits, Contracts, and Plans without the prior written approval of Mortgagee, nor shall Mortgagor assign, transfer, mortgage, or otherwise convey or encumber any of its rights, title, or interest in, to, or under the Permits, Contracts, and Plans so long as any of Mortgagor's obligations under the Loan Documents remain unfulfilled.

6.4 Attorney-in-Fact. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, upon the occurrence of any defaults hereunder or under any of the other Loan Documents, to demand, receive, and enforce any and all of Mortgagor's rights under and with respect to the Permits, Contracts, and Plans, and to perform any and all acts with respect to the Permits, Contracts, and Plans that Mortgagee deems necessary or desirable with the same force and effect as if performed by Mortgagor in the absence of this assignment.

6.5 Assignment for Security. This assignment is for security purposes only. Mortgagee shall have no right pursuant to this assignment to enforce Mortgagor's rights with respect to the Permits, Contracts, and Plans until Mortgagor shall be in default under any of its obligations to Mortgagee pursuant to this Mortgage or any of the other Loan Documents. On the occurrence of any such default, Mortgagee, without affecting any of its rights or remedies against Mortgagor under any other instrument, document, or assignment, may exercise its rights under this assignment or in any other manner permitted by applicable law, and in addition, Mortgagee shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or as otherwise provided by law.

7. Nature of Property/Remedies. Mortgagor and Mortgagee agree that the filing of a financing statement in the records having to do with personal property in connection with the Security Agreement provided herein shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Property and all components thereof are, to the maximum extent possible, real property, subject to Mortgagee's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Mortgagee under this Mortgage, (b) available to Mortgagee as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Mortgagee's security shall be deemed to include personal property, Mortgagee shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Mortgagee's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Mortgagor agrees to assemble all such property and make it available to the Mortgagee as secured party at a place to be designated by such party that is reasonably convenient to all parties.

8. **Representations and Warranties.** To protect the security of this Mortgage and for the benefit of Mortgagee, Mortgagor does, for Mortgagor and for Mortgagor's successors and assigns, represent, covenant, warrant, and agree as follows:

8.1 **Warranty of Title.** Excepting matters accepted and approved by Mortgagee as exceptions to title in final title policies covering the Property, that Mortgagor has good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Mortgagee in writing; that Mortgagor owns all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Mortgagee); that Mortgagor is vested with the right to convey all real property described herein to Mortgagee; and that no consent of other parties is required as a condition thereto. Mortgagor does hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Mortgage against the claims and demands of all persons and parties;

8.2 **Commercial Instrument.** That the proceeds of the Loans secured hereby will be used for business or commercial purposes and not for personal or family purposes;

8.3 **Legal Entity, Business, Etc.** That while any sums remain outstanding hereunder, Mortgagor will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Mortgagee of any material change in Mortgagor's business or financial position, any change in any location where Mortgagor's accounts and/or assets are to be maintained, the location of any new places of business of Mortgagor and the changing or closing of any of its existing places of business, and any change in Mortgagor's name; and

8.4 **No Subordinate Financing.** Mortgagor agrees that without Mortgagee's prior written consent, there shall be no other financing secured by the Property or any interest therein, and that the Mortgage shall be the only lien or encumbrance affecting the Property.

9. **Maintenance and Inspection of Improvements.** Mortgagor shall not allow any material changes in the zoning of the Property or its zoning without Mortgagee's consent. Mortgagor shall not commit or suffer any waste and shall remedy any waste within thirty (30) days following Mortgagee's notice thereof; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof and shall remedy any failure to so comply within thirty (30) days of notice of the failure to comply; and shall pay all fees or charges of any kind in connection therewith on the date such fees or charges are due. Mortgagee and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the "Substances" warranties and covenants as defined and set forth in the Loan Agreements, other Loan Documents and other provisions of this Mortgage (including the right to take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Mortgagor is obligated to pay them under the terms of the Loan Documents. Mortgagor will permit access to the Property and will fully cooperate with Mortgagee in this regard.

10. **Insurance.**

10.1 **Obligation to Insure.** Mortgagor shall at all times provide, maintain and keep in force, at its own cost and expense, the insurance policies required in the Loan Agreements and other Loan Documents, and such additional insurance as Mortgagee may require from time to time upon thirty (30) days' notice against the same or other hazards.

10.2 **Exculpation: General Provisions Related to All Policies.** Mortgagee shall not be obligated to obtain insurance, or be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Mortgage (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Mortgagor or Mortgagee that might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Mortgagee;

(b) shall be issued in amounts no less than those specified in this Section and shall be issued by companies acceptable to Mortgagee; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee.

10.3 Delivery of Insurance Policies, Payment of Premiums. Mortgagor shall furnish Mortgagee with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Mortgagee, of the reissuance of such policy continuing insurance in force as required by this Mortgage. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Mortgagee as required hereunder, Mortgagor, by executing this Mortgage, specifically requests Mortgagee to obtain and pay for, and Mortgagee may obtain and pay for, such insurance for such risks covering Mortgagee's interest in the Property (without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder), and Mortgagor shall pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (defined in the Notes) from the date of payment by Mortgagee shall be secured by this Mortgage.

11. Liens and Taxes.

11.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof (provided, that with respect to Mechanic's Liens, as defined in Section 11.2, Mortgagor shall have the rights set forth in Section 11), or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Mortgagee's request, to Mortgagee, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Mortgagor, official receipts of the appropriate taxing authority (or other proof satisfactory to Mortgagee) evidencing the payment thereof. If Mortgagor has failed to comply with this requirement for a period of not less than thirty (30) days, then, at Mortgagee's option, Mortgagee may require Mortgagor to establish and maintain an impound account with Mortgagee, into which Mortgagor monthly shall deposit an amount established by Mortgagee as Mortgagee's estimate of one-twelfth (1/12th) of the annual amount of all taxes, assessments, encumbrances, charges and liens coming due during each calendar year, such sums to be applied by Mortgagee to payment of these amounts when due, to be replenished by Mortgagor at any time upon ten (10) days' notice if Mortgagee determines the amount it holds to be insufficient to pay the foregoing obligations as they become due. Mortgagee, except as otherwise required by applicable law, shall (i) not be required to pay interest on any funds held hereunder, (ii) be authorized to assign any funds held by it to any successor holder of the Mortgagee's interest in this Mortgage and thereupon be relieved of any further obligation for the application or refund of such sums, and (iii) at any time, at its option, following default, apply funds held hereunder to the Secured Obligations.

11.2 Discharge of Mechanics Liens. Mortgagor will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, or on the revenues, rents, issues, income or profits arising therefrom (herein collectively "Mechanic's Liens") and, in general, Mortgagor shall do, or cause to be done, at Mortgagor's sole cost and expense, everything necessary to fully preserve the lien and priority of this Mortgage; provided, however, Mortgagor shall not be obligated to pay, bond or discharge such Mechanic's Liens if payment is not yet due under the contract that is the foundation of such Mechanic's Liens; and provided further that so long as an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall have the right to contest or object to the amount or validity of any such claim and demand by appropriate administrative or judicial proceedings, in which event all of the following provisions shall apply: (a) Mortgagor shall give Mortgagee written notice of Mortgagor's intent to so contest or object to such Mechanic's Liens; (b) Mortgagor shall thereafter diligently proceed to cause such Mechanic's Liens to be removed and discharged; and (c) Mortgagor, if requested by Mortgagee, shall deposit with Mortgagee a bond or other assurance reasonably satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than 150% of the amount of the Mechanic's Liens plus costs, expenses, including reasonable attorneys' fees, and interest.

11.3 Creation of Liens. Except as otherwise set forth herein, Mortgagor will not, without Mortgagee's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes that are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Mortgage. If any of the foregoing becomes attached to the Property without such consent, Mortgagor will promptly cause the same to be discharged and released.

11.4 No Consent. Nothing in the Loan Documents shall be deemed or construed in any way as constituting the consent or agreement by Mortgagee, express or implied, to pay any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property, or to constitute any such person as a beneficiary of any obligation Mortgagee may incur to Mortgagor concerning such matters, or to create a trust fund for any such person. Mortgagor further agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor.

12. Books and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, proper and accurate books, records and accounts of the Property and of its own financial affairs to permit the preparation of financial statements therefrom. Mortgagee, through its agents, representative or employees, shall have the right, from time to time, at any time and at all times, during normal business hours, to examine, copy and audit such books, records and accounts. If the Property is at any time used for commercial or residential income purposes, Mortgagor shall deliver to Mortgagee, within thirty (30) days following Mortgagee's request, certified financial statements and profit-and-loss statements for Mortgagor and the Property prepared in accordance with generally accepted accounting principles.

13. Defense of Title. Mortgagor shall appear in and defend any suit, action, or proceeding that might affect the value of this Mortgage, the Mortgage itself, or the rights and powers of Mortgagee, including, without limitation, any condemnation or public improvement proceeding, and Mortgagee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value. Mortgagor will, at all times, indemnify from and, on demand, reimburse Mortgagee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

14. No Changes. Mortgagor agrees that so long as any amount or obligation is outstanding by Borrower to Mortgagee under any of the Loan Documents, and except if and to the extent otherwise expressly provided in the Loan Documents, Mortgagor will not, without the written consent of Mortgagee:

14.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

14.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district that includes the Property or any part of the Property, any assessment district that includes the Property or any part of the Property, or any other comparable or similar district, area or territory that includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Mortgagor shall immediately give notice to Mortgagee of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

15. Notices Required. Mortgagor shall comply with and promptly, but not later than ten (10) days following receipt thereof, furnish to Mortgagee true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Mortgagor or the Property. Mortgagor shall promptly notify Mortgagee of any material fire or other material casualty or any notice of taking or eminent domain

proceeding affecting the Property. Mortgagor shall promptly, but not later than ten (10) days following receipt thereof, notify Mortgagee of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

16. Mortgagee Authorized to Act. Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee may, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Mortgagee either appears to be prior or superior to this Mortgage; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Mortgagor and will be one of the Secured Obligations under this Mortgage.

17. Condemnation Proceeds. Except as otherwise set forth in the Loan Agreements, in the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Mortgagee shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Mortgagee and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby. Mortgagor further agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

18. Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Mortgage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

19. Events of Default. Notwithstanding any cure periods described below, Mortgagor shall immediately notify Mortgagee in writing when Mortgagor obtains knowledge of the occurrence of any default specified below (individually, an "Event of Default"). Regardless of whether Mortgagor has given the required notice, the occurrence of one or more of the following shall constitute an Event of Default, subject to any applicable cure periods set forth in the Loan Agreements:

19.1 Payment Default. Borrower's or Mortgagor's failure to pay: (i) any interest, required reserves or any other payment under the Notes, or any fees, charges, costs or expenses under this Mortgage or any of the other Loan Documents when due; or (ii) any principal amount of the Notes when due; or (iii) any taxes, insurance premiums, assessments, or rents related to the Property;

19.2 Default Under Loan Documents. Failure by Borrower or Mortgagor to perform, when due, any of the terms, covenants and conditions set forth in the Loan Documents, including, without limitation, the occurrence of any "Event of Default" as defined in the Loan Agreements;

19.3 Default on Obligations Secured by Property. Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Mortgage, subject to any applicable cure provisions;

19.4 Default on Other Obligations. The Borrower, Mortgagor, or any other obligated party fails to comply with or to perform any other term, obligation, covenant or condition under the terms of any loan agreement, promissory note, conditional sale contract, lease or other agreement, document or instrument evidencing, governing, or securing any indebtedness owing by the Borrower, Mortgagor, or any other obligated party to the Mortgagee; or any indebtedness owing by Borrower, Mortgagor, to any third party and the period of grace, if any, to cure said default under such third party agreement shall have passed;

19.5 Judgments. Any judgment shall be obtained against the Borrower, Mortgagor, or any other obligated party, which, together with all outstanding unsatisfied judgments against the Borrower, Mortgagor, or any other obligated party and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days following the date of entry thereof;

19.6 Inability to Perform; Bankruptcy; Insolvency; Change in Ownership. (a) Borrower, Mortgagor, or any other obligated party shall die or cease to exist; (b) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower, Mortgagor, or any other obligated party; (c) Borrower, Mortgagor or any other obligated party shall become the subject of any out of court settlement with its creditors; (d) Borrower, Mortgagor, or any other obligated party is unable or admits in writing its inability to pay its debts as they mature; or (e) if Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower;

19.7 Default Under Leases. Any defaults by Mortgagor under any material lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Mortgagee's prior written consent, which shall not be unreasonably withheld;

19.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Borrower or Mortgagor, or Mortgagee in good faith deems itself insecure; and

19.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Mortgagee of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

20. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Mortgagee may, at its option and without notice to or demand upon Mortgagor, exercise any one or more of the following actions: declare all amounts secured by this Mortgage immediately due and payable; bring a court action to enforce the provisions of this Mortgage or any of the other Loan Documents; judicially foreclose this Mortgage in any manner permitted by applicable law; exercise Mortgagee's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Mortgage and the other Loan Documents or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Mortgage or afforded by law or equity or any other agreement between Mortgagee and Mortgagor may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

21. Judicial Foreclosure. In the Event of Default, Mortgagee may commence an action to judicially foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property in the State of Idaho. Mortgagee shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including reasonable attorneys' fees (and attorneys' fees on appeal), in such amount as shall be fixed by the court. The Property and/or Collateral may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as the Mortgagee, in its sole discretion, may elect. Mortgagee will be entitled to possession of the Property and Collateral during any redemption period allowed under the laws of the State of Idaho. However, if Mortgagor remains in possession of the Property and/or Collateral after it has been sold, Mortgagor will become a tenant at will of the purchaser of the Property and/or Collateral and will pay a reasonable rental for the use thereof while the same is in Mortgagor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property and/or Collateral as may be reasonably necessary for its proper operation, care, preservation or protection; pay any liens which become due; insure the Property and Collateral against loss by casualty and itself against liability arising from its ownership and use of the Property and/or Collateral; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property and/or Collateral as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property and/or Collateral.

22. Appointment of Receiver. Upon the occurrence of an Event of Default and in accordance with applicable law, Mortgagee personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Borrower, Mortgagor and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts, accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Mortgagee or a receiver is then in possession of the Property. Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 22 shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Property, the receiver may:

22.1.1 Possess, use, operate, manage, control, and conduct the business of the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

22.1.2 Collect all room rates, rents, revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Property and apply such sums or the proceeds thereof to the expenses of use, operation and management; and

22.1.3 Complete any construction in progress and, in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as it deems appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Mortgagee shall bear interest at the Default Rate (defined in the Loan Agreements) from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Mortgagor secured hereby.

23. Uniform Commercial Code Remedies. In the event of a default, Mortgagee may exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Idaho. Upon request, Mortgagor will assemble and make the personal property Collateral available to Mortgagee or its agent at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may sell (at public or private sale), lease or otherwise dispose of such Collateral in accordance with the Uniform Commercial Code. Unless such Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor prior written notice of the time and place of any public sale of such Collateral or of the time after which any other intended disposition of such Collateral will occur, and notice will be deemed reasonably and properly given if mailed at least ten (10) days prior to such sale or other disposition. Mortgagee may elect to judicially foreclose its security interest. Mortgagee and its agents will have the right to enter the Property to exercise Mortgagee's rights with regard to such Collateral.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Mortgage, under any Loan Document or other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be, to the extent permitted by applicable law, entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of the Loan Documents to Mortgagee, and Mortgagee may pursue inconsistent remedies. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right.

25. Repayment of Mortgagee's Expenditures and Advances. Borrower or Mortgagor shall immediately pay, without demand by Mortgagee, all sums expended or advanced hereunder or under any of the

other Loan Documents, and all costs incurred by Mortgagee in enforcing or protecting their rights or interests hereunder or under any of the other Loan Documents (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate applicable to any Note secured hereby, and the same shall constitute advances made under this Mortgage and repayment thereof shall be secured hereby. If Borrower or Mortgagor fails to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Mortgagee may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Borrower or Mortgagor for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same. Such amounts are secured by this Mortgage.

26. Due on Sale or Encumbrance. Mortgagor acknowledges and agrees that the obligations secured by this Mortgage are personal to Mortgagor and that Mortgagor's personal responsibility, financial condition, and control of the Property were material inducements on which Mortgagee relied in making its loan to Borrower. Mortgagor agrees that except as otherwise provided within the Loan Documents, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Mortgagor. Any such action, which is not otherwise permitted within the Loan Documents, without Mortgagee's prior written consent shall be deemed to increase Mortgagee's risk, and shall be an Event of Default hereunder. If Mortgagee elects, in its sole discretion, to consent to any such action, then (i) Mortgagee may condition its consent on such terms and conditions as Mortgagee may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby; and (ii) Mortgagor agrees to execute any documents as Mortgagee deems necessary to preserve or maintain its security interest in the Property. Mortgagee shall not be required to release the original obligor or any other party liable for such obligations.

27. Indemnification by Mortgagor. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or account of: (a) any action by Mortgagor in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Mortgagee under any of the Loan Documents; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Mortgagee, and such obligation shall be secured by this Mortgage. If any claim, action, or proceeding is brought against Mortgagee that is the subject of the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary in the name of the Mortgagee, by attorneys for Mortgagor's insurance carrier or otherwise by attorneys approved by Mortgagee.

28. Further Assurances. Borrower or Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such additional security instruments, in form and substance satisfactory to Mortgagee, which, in the reasonable opinion of Mortgagee, is essential to the operation of the Property covered by this Mortgage, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend, or maintain Mortgagee's security interests under or the priority of this Mortgage. Borrower or Mortgagor shall pay all costs in connection with the preparation, execution, recording, filing, and refiling of any such documents.

29. Multiple Mortgagors. If Mortgagor is comprised of more than one person or entity, then the term "Mortgagor" used herein shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions and other provisions of this Mortgage shall apply both collectively and individually, and each such person or entity shall be jointly and severally liable for all obligations secured by this Mortgage.

30. Assignment. Mortgagee may assign this Mortgage in whole or in part to any person and may grant participation in any of its rights under the Mortgage without notice and without affecting Mortgagor's liability under this Mortgage. In connection with any proposed assignment, participation, or similar arrangements, Mortgagee may make available to any person all credit and financial data furnished or to be furnished to Mortgagee by Mortgagor under the Loan Documents. Mortgagee and all other parties to whom Mortgagor's credit and financial data is furnished shall treat such data as confidential. Mortgagor may not assign the Mortgage to any person at any time, except in connection with a transaction approved in writing by Mortgagee under the terms of this Mortgage. Subject to such prohibitions against Mortgagor's assignment, this Mortgage shall inure to the benefit of

and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

31. **Applicable Law.** This Mortgage is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

32. **Miscellaneous.** The term Mortgagee shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Mortgagee herein. In construing this Mortgage and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Mortgage may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

33. **Disclosures/Disclaimers.** Mortgagee makes the following disclosures and disclaimers in connection with this Mortgage:

33.1 **Actions Solely for Benefit of Mortgagee.** Any and all subsequent purchasers of the Property, and any other parties acquiring an interest in the Property, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Property by Mortgagee or any agent of Mortgagee shall be made exclusively for the benefit of Mortgagee, and Mortgagee makes no representations to any third party acquiring any interest in the Property. Such third party shall have no rights of reliance upon any action taken by Mortgagee. Mortgagee makes no representations whatsoever to any third party as to the adequacy or legality of any action of Mortgagor and any action of Mortgagee is solely for the benefit of Mortgagee.

33.2 **Changes in Interest Rate.** One or more Notes secured hereby contain provisions permitting (a) increases and decreases in the rate of interest provided in the Notes, and (b) increases and decreases in the periodic payments required under the Notes.

34. **Possession and Maintenance of the Property.**

34.1 **Possession and Use.** Until the occurrence of an Event of Default, Mortgagor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

34.2 **Duty to Maintain.** Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

34.3 **Nuisance, Waste.** Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee except in accordance with the Loan Agreements.

34.4 **Removal of Improvements.** Mortgagor shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Mortgagee. As a condition to the alteration, demolition, or removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

34.5 **Mortgagee's Right to Enter.** Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interests and to inspect the Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

34.6 **Compliance with Governmental Requirements.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the

Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

34.7 Duty to Protect. Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

34.8 Access Laws.

34.8.1 Mortgagor agrees that Mortgagor and the Property shall at all times strictly comply with the requirements of the federal Americans with Disabilities Act of 1990; the federal Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Mortgagee may require a certificate of compliance with the Access Laws and Indemnification agreement in a form reasonably acceptable to Mortgagee. Mortgagee may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Mortgagee.

34.8.2 Notwithstanding any provisions set forth herein or in any other document, Mortgagor shall not alter or permit any tenant or other person to alter the Property in any manner that would increase Mortgagor's responsibilities for compliance with the Access Laws without the prior written approval of Mortgagee. In connection with such approval, Mortgagee may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Mortgagee.

34.8.3 Mortgagor agrees to give prompt written notice to Mortgagee of the receipt by Mortgagor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations that relate to compliance with any of the Access Laws.

34.8.4 Mortgagor shall indemnify, defend and hold harmless Mortgagee from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines and other proceedings including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Mortgagor under this Section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding or delivery of a deed in lieu of foreclosure.

34.9 Reappraisals. Mortgagee shall have the right to obtain at Mortgagor's cost and expense reappraisals of the Property from any licensed or certified appraiser designated by Mortgagee, from time to time (a) whenever such reappraisal may be required by any law, rule, or regulation applicable to the conduct of Mortgagee's business, or (b) whenever reasonably deemed appropriate by Mortgagee following the occurrence or during the continuation of an Event of Default. Mortgagee may use the results of such reappraisal to evaluate and restructure such loan or loans if necessary in Mortgagee's reasonable discretion.

35. Leases. In the event Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, Mortgagee, during such time as it shall be mortgagee in possession, shall have, and Mortgagor hereby gives and grants to Mortgagee, the right, power and authority, by itself or through a duly appointed receiver, to make and enter into leases of the Property or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Property hereunder, it being the intention of Mortgagor that, while Mortgagee is a mortgagee in possession of the Property, Mortgagee or the receiver shall be deemed to be and shall be the attorney-in-fact of Mortgagor for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable by Mortgagee or the receiver. The power and authority hereby given and granted by Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor.

36. Marshaling of Assets. Mortgagor hereby expressly waives all rights to require a marshaling of assets by the Mortgagee or to require Mortgagee to first resort to the sale of any portion of the Property that might have been retained by Mortgagor before foreclosing upon and selling any other portion thereof.

37. **Severability.** If any term of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

38. **Modifications.** This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

39. **Priority of Mortgage.** The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Notes (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

40. **Commercial Mortgage.** Mortgagor warrants that the loan secured hereby is for commercial purposes and is not for residential, household, personal, agricultural or consumer purposes.

41. **Mutual Negotiation.** Mortgagee and Mortgagor confirm that they have mutually negotiated this Mortgage and that none of the terms or provisions of this Mortgage shall be presumptively construed against either party.

42. **Jury Trial Waiver.** MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES OR ANY INSTRUMENT OR OTHER AGREEMENT THAT EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. MORTGAGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN EVIDENCED BY THE NOTES.

43. **Merger.** No merger shall occur as a result of Mortgagee acquiring any other estate in or lien on the Property, unless Mortgagee consents to a merger in writing.

44. **Attorney-in-Fact.** Mortgagor hereby irrevocably appoints Mortgagee, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments or assignment, conveyance or further assurance with respect to Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property; provided, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Secured Obligation and shall bear interest at the Default Rate (as defined in the Loan Agreements); (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action that it is empowered to take under this Section. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Mortgagor.

45. **Hypothecation Mortgage – Agreement of Borrower.** Borrower (defined above), by his execution of this Mortgage, agrees that he shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Mortgagor, each and every of the terms, covenants, and conditions of this Mortgage; provided that any limitation of liability on the part of or applicable to Mortgagor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Mortgagee under this Mortgage

or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Mortgagee.

~SIGNATURES ON THE FOLLOWING PAGE~

The parties have executed this Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as of the day and year first above written.

MORTGAGOR:

SPP Land, LLC, a Georgia limited liability company

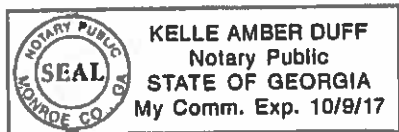


Travis B. Griffith, Manager (Seal)

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said State, personally appeared Travis B. Griffith, known or identified to me to be the Manager of SPP Land, LLC, 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.

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



Kelle Amber Duff
Notary Public for State of Georgia
Residing at _____
My commission expires _____

BORROWER:

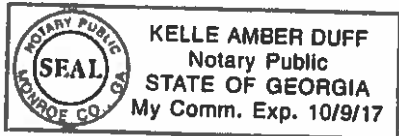


Benjamin W. Griffith, III, Individually (Seal)

STATE OF GEORGIA)
) ss.
COUNTY OF BIBB)

On this 19 day of April, 2016, before me, Kelle Amber Duff, a Notary Public in and for said state, personally appeared Benjamin W. Griffith, III, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Benjamin W. Griffith, III executed the same.

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



Kelle Amber Duff
Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION
(Valley County, Idaho)

EXHIBIT 'A'

File No.: NCS-749936A-WA1 (LJ)

Property: Valley County, ID, ID

PARCEL 1:

Tract 1

LOT 1 A OF THE WEST MOUNTAIN SUBDIVISION OF THE OFFICIAL PLAT IN THE OFFICE OF THE RECORDER, VALLEY COUNTY, IDAHO, RECORDED NOVEMBER 13, 1962, AS INSTRUMENT NUMBER 59216, BOOK 2 OF PLATS, AT PAGE 50.

(RP00281000001A)

TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

Tract 2

SECTION 2:

GOVERNMENT LOTS 3, 4, 5, 6 AND 7

SW1/4 NW1/4

EXCEPTING THEREFROM: THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD BY DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55 RIGHT-OF-WAY.

(RP11N03E022405 & RP11N03E023005 & RP11N03E020606)

Tract 3

SECTION 3:

S1/2 NW1/4

S1/2 NE1/4

N1/2 SW1/4

SW1/4 SW1/4

W1/2 SE1/4 SW1/4

GOVERNMENT LOTS 1, 2, 3 AND 4

NW1/4 SE1/4

EXCEPTING THEREFROM:

BEGINNING AT A STONE SET FOR THE NORTHEAST CORNER OF SAID NW1/4 SE1/4, WHICH STONE IS LOCATED 1310 FEET WEST FROM THE QUARTER CORNER COMMON TO SECTIONS 2 AND 3 OF ABOVE TOWNSHIP AND RANGE; THENCE SOUTH 0° 25' EAST, 1056 FEET ALONG THE EAST LINE OF SAID NW1/4 SE1/4, SECTION 3, THENCE WEST 150 FEET TO THE WEST LINE OF THE "YOST PROPERTY," THE REAL PLACE OF BEGINNING, AN IRON PIPE; THENCE SOUTH 0° 25' EAST, 99 FEET ALONG THE WEST LINE OF THE "YOST PROPERTY" TO A POINT ON THE NORTH BOUNDARY OF THE STATE HIGHWAY, AN IRON PIPE; THENCE SOUTHWESTERLY ALONG THE NORTHWEST BOUNDARY OF THE STATE HIGHWAY, FOLLOWING A CURVE TO THE LEFT A RADIUS OF 1398.5 FEET, 380 FEET, MORE OR LESS, TO AN IRON PIPE SET IN THE SOUTH LINE OF SAID NW1/4 SE1/4; THENCE NORTH 89° 58' WEST, ALONG THE SOUTH LINE OF SAID NW1/4 SE1/4, 435 FEET TO AN IRON PIPE; THENCE NORTH 0° 25' WEST, 264 FEET TO AN IRON PIPE; THENCE SOUTH 89° 58' EAST, 782.8 FEET TO AN IRON PIPE AND THE REAL PLACE OF BEGINNING.

FURTHER EXCEPTING THEREFROM:

Date: April 20, 2016

BEGINNING AT A STONE SET FOR THE NORTHEAST CORNER OF SAID NW1/4 SE1/4, WHICH IS LOCATED 1310 FEET WEST FROM THE QUARTER CORNER COMMON TO SECTIONS 2 AND 3 OF ABOVE TOWNSHIP AND RANGE; THENCE SOUTH 0° 25' EAST, 656.0 FEET ALONG THE EAST LINE OF SAID NW1/4 SE1/4; SECTION 3, THENCE WEST 150 FEET TO THE WEST LINE OF THE "YOST" PROPERTY, THE REAL PLACE OF BEGINNING, AN IRON PIPE; THENCE NORTH 89° 58' WEST, 303.0 FEET TO AN IRON PIPE; THENCE SOUTH 0° 25' EAST, 400 FEET TO AN IRON PIPE ON THE NORTH LINE OF THE "HAVERFIELD" PROPERTY; THENCE SOUTH 89° 58' EAST, ALONG THE NORTH LINE OF THE "HAVERFIELD" PROPERTY, 303.0 FEET TO AN IRON PIPE ON THE WEST LINE OF THE "YOST" PROPERTY; THENCE NORTH 0° 25' WEST, 400.0 FEET TO THE PLACE OF BEGINNING.

FURTHER EXCEPTING THEREFROM:

THAT PART OF THE NW1/4 SE1/4 AND LOT 8, SECTION 3, IN TOWNSHIP 11 NORTH OF RANGE 3 EAST, BOISE MERIDIAN, LYING SOUTH AND EAST OF THE CENTERLINE OF STATE HIGHWAY 55, AND WEST OF THE "YOST" PROPERTY DESCRIBED AS THE EAST 150 FEET OF SAID NW1/4 SE1/4 AND SAID LOT 8. (RP11N03E030000)

ALSO EXCEPTING THEREFROM:

A STRIP OF LAND 150 FEET IN WIDTH ALONG THE WEST LINE OF LOT 5 AND NORTH OF THE STATE HIGHWAY IN THE NW1/4 SE1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, WHICH STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STONE SET FOR THE NORTHWEST CORNER OF LOT 5, ABOVE TOWNSHIP AND RANGE, WHICH STONE IS LOCATED 1310 FEET WEST FROM THE QUARTER CORNER COMMON TO SECTIONS 2 AND 3 OF ABOVE TOWNSHIP AND RANGE; THENCE WEST 150 FEET; THENCE SOUTH PARALLEL TO AND AT EVERY POINT DISTANT 150 FEET FROM THE WEST LINE OF SAID LOT 5, A DISTANCE OF 1155 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE STATE HIGHWAY; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF THE STATE HIGHWAY FOLLOWING A CURVE TO THE RIGHT WITH A RADIUS OF 1398.5 FEET, A DISTANCE OF 156 FEET, MORE OR LESS, TO AN IRON PIPE SET IN THE WEST LINE OF SAID LOT 5 AT IT'S INTERSECTION WITH THE NORTH BOUNDARY OF SAID STATE HIGHWAY; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5, 1118.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, BEING A GRANITE STONE; THENCE EAST ON THE NORTH LINE OF COUGAR MOUNTAIN SUBDIVISION NO. 1, A DISTANCE OF 377.00 FEET TO A 5/8 INCH REBAR, AND BEING THE SOUTHWEST CORNER OF A RECORD OF SURVEY INSTRUMENT NO. 158856; THENCE N. 1°25'21" W., ON THE WEST SIDE OF SAID SURVEY, A DISTANCE OF 255.94 FEET TO A 1 INCH PIPE, AND BEING THE TRUE POINT OF BEGINNING; THENCE N. 1°30'10" E., A DISTANCE OF 242.42 FEET TO A 5/8 INCH REBAR; THENCE N. 89°52'11" E., A DISTANCE OF 479.21 FEET TO A 5/8 INCH REBAR; THENCE S. 0°90'41" W., A DISTANCE OF 249.91 FEET TO A 1 INCH PIPE AND ON THE NORTHEAST CORNER OF RECORD OF SURVEY, INSTRUMENT NO. 158856; THENCE N. 89°14'06" W., ON THE NORTH LINE OF SAID RECORD OF SURVEY A DISTANCE OF 485.56 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4 SE1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW1/4 SE1/4, A DISTANCE OF 933 FEET TO THE REAL POINT OF BEGINNING; THENCE AT RIGHT ANGLES NORTHERLY A DISTANCE OF 500 FEET; THENCE AT RIGHT ANGLES WESTERLY A DISTANCE OF 377 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SAID NW1/4 SE1/4; THENCE AT RIGHT ANGLES SOUTHERLY A DISTANCE OF 500 FEET; THENCE AT RIGHT ANGLES EASTERLY A DISTANCE OF 377 FEET, MORE OR

Date: April 20, 2016

LESS TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55 RIGHT-OF-WAY.

Tract 4

SECTION 4: ALL OF SAID SECTION
(RP11N03E040005)

Tract 5

SECTION 9:

NW1/4

E1/2

N1/2 SW1/4

(RP11N03E090006 & RP11N03E097205)

Tract 6

SECTION 10:

W1/2 NW1/4

W1/2 SW1/4

SE1/4 SW1/4, LYING WEST OF THE WEST LINE OF HIGHWAY 55;

GOVERNMENT LOTS 2, 3, AND 6, LYING WEST OF THE WEST LINE OF HIGHWAY 55.

EXCEPTING THEREFROM:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, A FOUND ALUMINUM
MONUMENT C.P.F. INSTRUMENT NO. 139786 CORNER RECORD OF SAID VALLEY COUNTY;

THENCE A BEARING OF SOUTH 89° 37' 54" EAST, A DISTANCE OF 1644.31 FEET ON THE

CENTER-SECTION LINE OF SAID SECTION 10 TO A POINT; THENCE A BEARING OF SOUTH

42° 15' 26" EAST, A DISTANCE OF 84.57 FEET TO A SET 5/8 INCH REBAR BEING THE TRUE

POINT OF BEGINNING. THENCE A BEARING OF SOUTH 34° 01' 52" EAST, A DISTANCE OF

163.54 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 12° 32' 05" EAST, A

DISTANCE OF 85.53 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING SOUTH 47° 59'

46" WEST, A DISTANCE OF 147.31 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF

SOUTH 80° 10' 47" WEST, A DISTANCE OF 179.35 FEET TO A SET 5/8 INCH REBAR; THENCE

A BEARING OF SOUTH 0° 16' 15" WEST, A DISTANCE OF 102.08 FEET TO A SET 5/8 INCH

REBAR; THENCE A BEARING OF NORTH 90° 00' 00" EAST, A DISTANCE OF 548.33 FEET TO A

SET 5/8 INCH REBAR ON THE WEST RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55;

THENCE A CURVE TO THE RIGHT, ON SAID RIGHT-OF-WAY BOUNDARY, WHICH CURVE HAS

A RADIUS OF 2934.79 FEET, A LENGTH OF 892.34 FEET, AND A LONG CHORD WHICH BEARS

NORTH 8° 31' 52" EAST, A DISTANCE OF 888.91 FEET TO A SET 5/8 INCH REBAR;

THENCE A BEARING OF NORTH 72° 45' 30" WEST, A DISTANCE OF 35.44 FEET TO A POINT

ON THE CENTERLINE OF HIGH VALLEY ROAD; THENCE A BEARING OF SOUTH 26° 17' 47"

WEST, A DISTANCE OF 311.18 FEET ON SAID CENTERLINE TO A POINT; THENCE ON A CURVE

TO THE RIGHT, ON SAID CENTERLINE, WHICH CURVE HAS A RADIUS OF 99.12 FEET, A

LENGTH OF 174.53 FEET, AND A LONG CHORD WHICH BEARS SOUTH 76° 44' 25" WEST, A

DISTANCE OF 152.84 FEET TO A POINT; THENCE A BEARING OF NORTH 52° 48' 58" WEST, A

DISTANCE OF 143.30 FEET ON SAID CENTERLINE TO A POINT; THENCE ON A CURVE TO THE

LEFT, ON SAID CENTERLINE, WHICH CURVE HAS A RADIUS OF 176.40 FEET, A LENGTH OF

124.55 FEET, AND A LONG CHORD WHICH BEARS NORTH 73° 02' 39" WEST, A DISTANCE OF

121.98 FEET TO A POINT; THENCE A BEARING OF SOUTH 86° 43' 41" WEST, A DISTANCE OF

61.22 FEET ON SAID CENTERLINE TO A POINT; THENCE A BEARING OF SOUTH 0° 26' 53"

EAST, A DISTANCE OF 125.27 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF

SOUTH 42° 15' 26" EAST, A DISTANCE OF 160.36 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, A FOUND BRASS CAP

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MONUMENT, C.P.F. INSTRUMENT NO. 104009 CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF NORTH 89° 37' 54" WEST, A DISTANCE OF 2560.61 FEET ON THE CENTER-SECTION LINE OF SAID SECTION 10 TO A POINT ON THE WEST BANK ON THE NORTH FORK OF THE PAYETTE RIVER; THENCE A BEARING OF SOUTH 1° 01' 50" EAST, A DISTANCE OF 2.22 FEET TO A SET 5/8 INCH REBAR BEING THE TRUE POINT OF BEGINNING. THENCE A BEARING OF NORTH 1° 01' 50" WEST, A DISTANCE OF 272.01 FEET (RECORD NORTH 1° 01' WEST, 272.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 12° 48' 50" WEST, A DISTANCE OF 222.01 FEET (RECORD NORTH 12° 48' WEST, 222.0 FEET) ON SAID WEST BANK TO SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 80° 10' 10" WEST, A DISTANCE OF 296.78 FEET (RECORD SOUTH 80° 11' WEST, 326.2 FEET) TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55; THENCE ON A CURVE TO THE LEFT, ON SAID RIGHT-OF-WAY BOUNDARY, WHICH CURVE HAS A RADIUS OF 2804.79 FEET, A LENGTH OF 1403.49 FEET, AND A LONG CHORD WHICH BEARS SOUTH 5° 04' 50" WEST, A DISTANCE OF 1388.89 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, ON SAID RIGHT-OF-WAY BOUNDARY, WHICH CURVE HAS A RADIUS OF 656.20 FEET, A LENGTH OF 549.48 FEET, AND A LONG CHORD WHICH BEARS SOUTH 33° 30' 37" EAST, A DISTANCE OF 533.57 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 32° 30' 03" EAST, A DISTANCE OF 10.00 FEET ON SAID RIGHT-OF-WAY BOUNDARY TO A SET 5/8 INCH REBAR; THENCE ON A SPIRAL CURVE TO THE LEFT, ON SAID RIGHT-OF-WAY BOUNDARY, WHICH SPIRAL CURVE HAS A LONG CHORD WHICH BEARS SOUTH 62° 34' 12" EAST, A DISTANCE OF 187.34 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 65° 11' 50" EAST, A DISTANCE OF 133.96 FEET ON SAID RIGHT-OF-WAY BOUNDARY TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, ON SAID RIGHT-OF-WAY BOUNDARY, WHICH CURVE HAS A RADIUS OF 1215.92 FEET, A LENGTH OF 457.15 FEET, AND A LONG CHORD WHICH BEARS SOUTH 54° 50' 56" EAST, A DISTANCE OF 454.46 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 43° 41' 41" EAST, A DISTANCE OF 27.60 FEET (RECORD NORTH 43° 30' EAST, 31.0 FEET) TO A SET 5/8 INCH REBAR ON SAID WEST BANK OF THE NORTH FORK OF THE PAYETTE RIVER; THENCE A BEARING OF NORTH 28° 00' 19" WEST, A DISTANCE OF 276.84 FEET (RECORD NORTH 28° 12' WEST, 280.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 19° 43' 17" WEST, A DISTANCE OF 197.74 FEET (RECORD NORTH 19° 55' WEST, 200.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 19° 21' 50" WEST, A DISTANCE OF 245.01 FEET (RECORD NORTH 19° 21' WEST, 245.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 8° 11' 50" WEST, A DISTANCE OF 247.01 FEET (RECORD NORTH 8° 11' WEST, 247.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 18° 52' 50" WEST, A DISTANCE OF 558.02 FEET (RECORD NORTH 18° 52' WEST, 558.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 0° 08' 50" WEST, A DISTANCE OF 200.01 FEET; (RECORD NORTH 0° 08' WEST, 200.0 FEET) ON SAID WEST BANK TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 6° 19' 50" WEST A DISTANCE OF 132.90 FEET (RECORD NORTH 6° 19' WEST, 132.9 FEET) ON SAID WEST BANK TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM: COUGAR MOUNTAIN SUBDIVISION NO. II.

FURTHER EXCEPTING THEREFROM:

A PIECE OR PARCEL OF LAND LYING AND BEING IN PARTS OF LOTS 2 AND 3, SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERN RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 55, FIFTY FEET PERPENDICULARLY FROM ITS CENTERLINE, AND THE NORTH LINE OF LOT 2, SECTION 10; THENCE SOUTHERLY FOLLOWING THE WESTERLY RIGHT OF WAY BOUNDARY OF SAID HIGHWAY ALONG A CURVE TO THE LEFT AND CONTINUING ALONG ITS TANGENT TO A POINT 880 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 TO A POINT WHICH IS THE REAL PLACE OF BEGINNING; THENCE SOUTHERLY ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 1263 FEET TO

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THE NORTH LINE OF THE STATE LAND WHICH IS ADMINISTERED BY THE SOUTHERN IDAHO TIMBER PROTECTIVE ASSOCIATION; THENCE WEST ALONG THE NORTH BOUNDARY OF THE AFORE DESCRIBED STATE LAND A DISTANCE OF 359 FEET TO THE SOUTHWEST CORNER OF THIS PROPERTY; FROM SAID SOUTHWEST CORNER NORTHERLY ALONG A LINE WHICH IS PARALLEL TO AND 359 FEET A DISTANCE WEST OF THE WEST BOUNDARY OF THE HIGHWAY 55 RIGHT OF WAY, A DISTANCE OF 1263 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE EAST A DISTANCE OF 359 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 6 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N9°24'58"W, 1168.98 FEET TO THE EAST CORNER OF THE PROPERTY, FALLING ON THE WEST RIGHT-OF-WAY OF HIGHWAY 55 AT THE POINT OF SPIRAL TO CURVE (PSC), STATION NUMBER 969+56.0, AS PER SHEETS 10 AND 11 OF THE PLANS FOR FEDERAL HIGHWAY PROJECT 23-A9, AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY, S0°18'56"E, 109.00 FEET TO A POINT, THE SOUTHEAST CORNER OF THE PROPERTY; THENCE N83°38'32"W, 459.27 FEET TO A POINT, THE SOUTHWEST CORNER OF THE PROPERTY; THENCE N26°54'41"W, 235.32 FEET TO A POINT, THE WEST CORNER OF THE PROPERTY; THENCE N40°47'39"E, 358.10 FEET TO A POINT, THE NORTH CORNER OF THE PROPERTY, FALLING ON A NON-TANGENT CURVE ON SAID WEST RIGHT-OF-WAY OF HIGHWAY 55; THENCE ALONG SAID WEST RIGHT-OF-WAY, 546.27 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 786.20 FEET, A DELTA ANGLE OF 39°48'38", AND A LONG CHORD OF 535.35 FEET BEARING S37°50'13"E, TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 6 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 30°34'44"W 1271.98 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY BEING ALSO THE SOUTHWEST CORNER OF THE PREVIOUS PARK PARCEL, CREATED IN 2011, AND THE POINT OF BEGINNING; THENCE, ALONG THE EXTERIOR OF THE NEW PARK PARCEL, S.58°17'30"W, 376.23 FEET TO A POINT; THENCE S.50°30'21"W., 371.52 FEET TO A POINT; THENCE N.54°02'31"W., 18.15 FEET MORE OR LESS TO THE THREAD OF TRIPOD CREEK; THENCE APPROXIMATING SAID THREAD, N.13°11'23"E., 129.69 FEET TO A POINT; THENCE N.40°14'15"E., 134.53 FEET TO A POINT; THENCE N.23°52'14"E., 58.11 FEET TO A POINT; THENCE N.63°05'01"E., 36.12 FEET TO A POINT; THENCE N.16°54'38"E., 56.50 FEET TO A POINT; THENCE N.33°13'10"W., 33.59 FEET TO A POINT; THENCE N.2°55'35"E., 70.09 FEET TO A POINT; THENCE N.20°15'35"E., 56.10 FEET TO A POINT; THENCE N.46°04'48"E., 155.42 FEET TO A POINT; THENCE N.14°06'56"E., 48.85 FEET TO A POINT; THENCE N.31°10'19"E., 77.03 FEET TO A POINT; THENCE N.27°22'15"E., 77.52 FEET TO A POINT; THENCE N.53°14'10"E., 50.59 FEET TO A POINT; THENCE, DEPARTING SAID THREAD OF TRIPOD CREEK, N.8°00'23"W., 42.47 FEET TO A POINT ON THE LEFT BANK OF TRIPOD CREEK; THENCE DEPARTING SAID BANK, N.25°31'43"E., 99.04 FEET TO A POINT; THENCE N.20°28'37"E., 254.77 FEET TO A POINT; THENCE N.36°59'13"E., 147.48 FEET TO A POINT; THENCE 164.99 FEET ALONG A NON-

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TANGENT CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 3°10'40", A RADIUS OF 2974.79 FEET, AND A LONG CHORD OF 164.99 FEET BEARING N.1°58'50"W., TO A POINT ON THE SOUTH BOUNDARY OF THE OLD SITPA PARCEL; THENCE ALONG SAID SOUTH BOUNDARY, N.89°44'24"E., 40.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, ON THE WEST RIGHT OF WAY OF HIGHWAY 55; THENCE ALONG SAID WEST RIGHT OF WAY, 465.82 FEET ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 9°05'39", A RADIUS OF 2934.79 FEET, AND A LONG CHORD OF 465.33 FEET BEARING S.4°56'27"E., TO A POINT OF COMPOUND CURVATURE; THENCE 111.84 FEET ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 8°09'01", A RADIUS OF 786.20 FEET, AND A LONG CHORD OF 111.74 FEET BEARING S.13°51'23"E., TO A POINT, BEING THE NORTHEAST CORNER OF THE PREVIOUS PARK PARCEL; THENCE ALONG THE EXTERIOR OF SAID PREVIOUS PARCEL, S.40°47'39"W., 358.10 FEET TO A POINT; THENCE S.26°54'41"E., 235.32 FEET TO THE POINT OF BEGINNING.
(RP11N03E102420)

Tract 7

SECTION 12:
S1/2 SW1/4
SW1/4 SE1/4
(RP11N03E128405)

Tract 8

SECTION 13:
NE1/4
NW1/4
SW1/4
W1/2 SE1/4
(RP11N03E130006)
Tract 9

SECTION 13:
E1/2 SE1/4
(RP11N03E137206 & RP11N03E139005)
Tract 10

SECTION 17:
W1/2 SW1/4
(RP11N03E175406)
Tract 11

SECTION 17:
SE1/4 SW1/4
SW1/4 SE1/4
SE1/4 SE1/4
(RP11N03E178405 & RP11N03E179005)
Tract 12

SECTION 18:
GOVERNMENT LOTS 1, 2, 3 AND 4
E1/2
(RP11N03E180005)
Tract 13

Date: April 20, 2016

SECTION 19:

GOVERNMENT LOTS 1, 2, 3 AND 4

E1/2

**LESS AND EXCEPT A PARCEL OF LAND IN THE SE1/4 OF SECTION 19, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SECTION CORNER FOR SECTIONS 19, 20, 29 AND 30 TOWNSHIP 11
NORTH, RANGE 3 EAST, THE POINT OF BEGINNING; THENCE S 89°58'00" W, 388.10 FEET
ALONG THE LINE BETWEEN SECTIONS 19 AND 30 TO A POINT ON THE SOUTHEASTERLY
RIGHT-OF-WAY OF HIGH VALLEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE
FOLLOWING:**

N 32°24'23" E, 100.37 FEET;

N 33°10'02" E, 105.18 FEET;

N 35°02'52" E, 75.53 FEET;

N 36°54'13" E, 89.43 FEET;

N 37°50'06" E, 75.14 FEET;

N 36°35'57" E, 63.51 FEET;

N 34°24'03" E, 171.26 FEET TO A POINT ON THE LINE BETWEEN SECTIONS 19 AND 20;

THENCE S 00°06'15" W, 557.54 FEET TO THE POINT OF BEGINNING.

(RP11N03E190006 & RP11N03E192406 & RP11N03E196605)

Tract 14

SECTION 20:

NW1/4

SW1/4 NE1/4

W1/2 SE1/4

EXCEPTING THEREFROM: HIGH VALLEY ROAD

(RP11N03E202406 & RP11N03E203605)

Tract 15

SECTION 20:

NW1/4 NE1/4

E1/2 NE1/4

E1/2 SE1/4

EXCEPTING THEREFROM: HIGH VALLEY ROAD

(RP11N03E200006)

Tract 16

SECTION 21:

E1/2

E1/2 W1/2

NW1/4 NW1/4

(RP11N03E210006)

Tract 17

SECTION 21:

SW1/4 NW1/4

W1/2 SW1/4

(RP11N03E213605)

Tract 18

SECTION 22: ALL OF SAID SECTION,

EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E220020 & RP11N03E220605 & RP11N03E227205)

Tract 19

Date: April 20, 2016

SECTION 23:

GOVERNMENT LOTS 2, 5, AND 6;

**THAT PORTION OF GOVERNMENT LOTS 7 AND 8 AND THE SE1/4 SE1/4 LYING SOUTH OF
MURRAY CREEK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED IN THE
OFFICE OF THE RECORDED VALLEY COUNTY, IDAHO AS INSTRUMENT NO. 314829, IN BOOK
11 OF PLAT AT PAGE 9.**

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE OREGON SHORT LINE RAILROAD COMPANY IN DEED
RECORDED JANUARY 26, 1914 AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E233335 & RP11N03E238405 & RP11N03E239051)

Tract 20

SECTION 24:

S1/2 NE1/4

NE1/4 NE1/4

NW1/4 SE1/4

(RP11N03E240006)

Tract 21

SECTION 24:

NW1/4 NE1/4

W1/2

S1/2 SE1/4

NE1/4 SE1/4

(RP11N03E240605)

Tract 22

SECTION 25:

NE1/4 SW1/4

S1/2 SW1/4

(RP11N03E254805)

Tract 23

SECTION 25:

N1/2

SE1/4

NW1/4 SW1/4

(RP11N03E250006)

Tract 24

SECTION 26:

GOVERNMENT LOTS 1, 2, 3 4 AND 5

E1/2 E1/2

EXCEPTING THEREFROM:

**THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD BY DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E260006 & RP11N03E260606)

Tract 25

Date: April 20, 2016

SECTION 26:

**SW1/4
W1/2 SE1/4
SW1/4 NE1/4**

EXCEPTING THEREFROM:

**THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD BY DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E261205 & RP11N03E267805)

Tract 26

SECTION 27:

**NW1/4 NE1/4
NW1/4
N1/2 SW1/4
SW1/4 SW1/4
SW1/4 NE1/4**

GOVERNMENT LOTS 1, 2, 3, 5 AND 6

EXCEPTING THEREFROM:

**THAT PORTION OF SAID LAND AS SET FORTH IN A DEED TO THE OREGON SHORT LINE
RAILROAD, RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E270006 & RP11N03E270605)

Tract 27

SECTION 27:

SE1/4 SE1/4

GOVERNMENT LOTS 4 AND 7

EXCEPTING THEREFROM:

**THAT PORTION OF SAID LAND AS SET FORTH IN A DEED TO THE OREGON SHORT LINE
RAILROAD, RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.

(RP11N03E277205)

Tract 28

SECTION 28: S1/2 SE1/4

(RP11N03E289005)

Tract 29

SECTION 28:

**N1/2
SW1/4
N1/2 SE1/4
(RP11N03E280006)**

Tract 30

SECTION 29: W1/2 E1/2

(RP11N03E290604)

Tract 31

SECTION 29: E1/2 E1/2

(RP11N03E290006)

Tract 32

Date: April 20, 2016

SECTION 32:
NE1/4
S1/2 SE1/4
(RP11N03E320004 & RP11N03E329005)

Tract 33

SECTION 33: ALL OF SAID SECTION
EXCEPTING THEREFROM:
THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD AS SET
FORTH IN A DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.
(RP11N03E330005 & RP11N03E332405 & RP11N03E333005)
Tract 34

SECTION 34: GOVERNMENT LOTS 3, 4 AND 5
EXCEPTING THEREFROM:
THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD AS SET
FORTH IN DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.
(RP11N03E343005)
Tract 35

SECTION 34:
S1/2
NE1/4 NE1/4
S1/2 NE1/4
SE1/4 NW1/4
GOVERNMENT LOTS 1 AND 2
EXCEPTING THEREFROM:
THAT PORTION OF SAID LAND CONVEYED TO THE OREGON SHORT LINE RAILROAD AS SET
FORTH IN DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
FURTHER EXCEPTING THEREFROM: STATE HIGHWAY 55.
(RP11N03E340006)
Tract 36

SECTION 35: NE1/4 NE1/4
(RP11N03E350006)
Tract 37

SECTION 35
W1/2 NE1/4
W1/2
NW1/4 SE1/4
(RP11N03E350605 & RP11N03E352405)
TOWNSHIP 11 NORTH, RANGE 4 EAST, BOISE MERIDIAN VALLEY COUNTY, IDAHO.
Tract 38

SECTION 7:
GOVERNMENT LOT 4
SE1/4 SW1/4
(RP11N04E076605)
Tract 39

Date: April 20, 2016

**SECTION 17: SW1/4 SE1/4
(RP11N04E178405)
Tract 40**

**SECTION 17:
SW1/4
E1/2 SE1/4
NW1/4 SE1/4
(RP11N04E177206)
Tract 41**

**SECTION 18:
S1/2 NE1/4
E1/2 NW1/4
E1/2 SW1/4
GOVERNMENT LOTS 1, 2, 3 AND 4
(RP11N04E182406)
Tract 42**

**SECTION 18: SE1/4
(RP11N04E187205)
Tract 43**

**SECTION 19:
N1/2
SE1/4
NE1/4 SW1/4
(RP11N04E190006)
Tract 44**

**SECTION 19:
GOVERNMENT LOTS 3 AND 4
SE1/4 SW1/4
(RP11N04E195405)
Tract 45**

**SECTION 20:
SW1/4 NW1/4
SW1/4
E1/2 NE1/4
NE1/4 SE1/4
(RP11N04E203606 & RP11N04E204805 & RP11N04E200006)
Tract 46**

**SECTION 20:
W1/2 NE1/4
N1/2 NW1/4
SE1/4 NW1/4
NW1/4 SE1/4
(RP11N04E200605)
TOWNSHIP 12 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.
Tract 47**

Date: April 20, 2016

SECTION 1:
GOVERNMENT LOTS 3, 4, 5, 8, AND 9
SW1/4 NW1/4
W1/2 SW1/4

EXCEPTING THEREFROM:

**THAT PORTION DEEDED TO THE OREGON SHORT LINE RAILROAD AS SET FORTH IN DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM:

**A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 3 OF SECTION 1, TOWNSHIP 12
NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, AND MORE
PARTICULARLY DESCRIBED AS BEING BOUNDED AS FOLLOWS: BEGINNING AT THE
MEANDER CORNER LOCATED AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF
ABOVE SAID SECTION 1 WITH THE WEST BANK OF THE NORTH FORK OF THE PAYETTE
RIVER, THE REAL POINT OF BEGINNING; THENCE IN A SOUTHERLY DIRECTION ALONG THE
MEAN HIGH-WATER MARK ON THE SAID WEST BANK TO ITS INTERSECTION WITH THE EAST
PROPERTY LINE OF THE OREGON SHORT LINE BRANCH OF THE UNION PACIFIC RAILROAD
RIGHT-OF-WAY; THENCE IN A NORTHERLY DIRECTION ALONG THE SAID EAST LINE OF THE
RAILROAD RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE ABOVE SAID NORTH
BOUNDARY LINE OF SECTION 1; THENCE IN AN EASTERLY DIRECTION ALONG SAID NORTH
BOUNDARY LINE TO THE REAL POINT OF BEGINNING.
(RP12N03E012410)**

Tract 48

SECTION 12:
GOVERNMENT LOTS 2, 3, 6 AND 7
W1/2 NW1/4
SW1/4

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE OREGON SHORT LINE RAILROAD BY DEED RECORDED
JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

(RP12N03E122405)

Tract 49

SECTION 13:
GOVERNMENT LOTS 2, 3, 5, 6, 7 AND 8
NW1/4

NW/14 SW1/4

NE1/4 SE1/4

S1/2 SE1/4

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE OREGON SHORT LINE RAILROAD AS SET FORTH IN
DEEDS RECORDED JULY 27, 1912, AS INSTRUMENT NO. 16862, AND JANUARY 26, 1914, AS
INSTRUMENT NO. 19704.**

(RP12N03E130605)

Tract 50

SECTION 22:
S1/2 SE1/4
SE1/4 SW1/4
(RP12N03E229005)

Tract 51

SECTION 22:

Date: April 20, 2016

**NW1/4 NE1/4
S1/2 NE1/4
NW1/4
N1/2 S1/2
SW1/4 SW1/4
(RP12N03E220606)
Tract 52**

**SECTION 23:
SW1/4 NE1/4
E1/2 NW1/4
SW1/4 NW1/4
SW1/4
GOVERNMENT LOTS 1, 2, 4, AND 5
EXCEPTING THEREFROM:
THAT PORTION DEEDED TO THE OREGON SHORT LINE RAILROAD, AS SET FORTH IN DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
(RP12N03E230006)
Tract 53**

**SECTION 23: GOVERNMENT LOT 6
EXCEPTING THEREFROM:
THAT PORTION DEEDED TO THE OREGON SHORT LINE RAILROAD, AS SET FORTH IN DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
(RP12N03E239005)
Tract 54**

**SECTION 24: ALL OF SAID SECTION
EXCEPTING THEREFROM:
THAT PORTION DEEDED TO THE OREGON SHORT LINE RAILROAD AS SET FORTH IN DEED
RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
(RP12N03E240005)
Tract 55**

**SECTION 26:
E1/2 NE1/4
E1/2 NW1/4
SW1/4 NW1/4
E1/2 SW1/4
SW1/4 SW1/4
NE1/4 SE1/4
GOVERNMENT LOTS 1, 3, 4, 5, 6, 7 AND 8
EXCEPTING THEREFROM:
THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE IDAHO NORTHERN
RAILROAD CO. AS SET FORTH IN DEED RECORDED DECEMBER 22, 1911 AS INSTRUMENT
NO. 15652 AND DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.
(RP12N03E260006 & RP12N03E262405)
Tract 56**

**SECTION 27:
W1/2 NE1/4
SE1/4 NE1/4
S1/2 NW1/4
SW1/4**

Date: April 20, 2016

**W1/2 SE1/4
SE1/4 SE1/4
(RP12N03E270605)
Tract 57**

**SECTION 28:
N1/2 NW1/4
SW1/4 NW1/4
NW1/4 SW1/4
(RP12N03E282405)
Tract 58**

**SECTION 28:
S1/2 NE1/4
E1/2 SW1/4
SE1/4
(RP12N03E281805)
Tract 59**

**SECTION 29: E1/2 SE1/4
(RP12N03E297205)
Tract 60**

**SECTION 32: E1/2 NE1/4
(RP12N03E320005)
Tract 61**

**SECTION 33: ALL OF SAID SECTION
(RP12N03E333605 & RP12N03E330005)
Tract 62**

**SECTION 34: ALL OF SAID SECTION
(RP12N03E340005)
Tract 63**

**SECTION 35:
GOVERNMENT LOTS 2, 3, 6 AND 7
NW1/4
SW1/4
SW1/4 SE1/4**

EXCEPTING THEREFROM:

**THAT PORTION OF SAID SECTION 35 DEEDED TO THE OREGON SHORT LINE RAILROAD BY
DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM:

**THAT PORTION OF SAID SECTION 35 DEEDED TO THE STATE OF IDAHO FOR A HIGHWAY
RIGHT-OF-WAY RECORDED OCTOBER 8, 1932 AS INSTRUMENT NO. 17066.
(RP12N03E350605 & RP12N03E352405 & RP12N03E357805)**

Tract 64

SECTION 35: GOVERNMENT LOTS 1 AND 4

EXCEPTING THEREFROM:

**THAT PORTION OF SAID SECTION 35 DEEDED TO THE OREGON SHORT LINE RAILROAD BY
DEED RECORDED JANUARY 26, 1914, AS INSTRUMENT NO. 19704.**

FURTHER EXCEPTING THEREFROM:

Date: April 20, 2016

THAT PORTION OF SAID SECTION 35 DEEDED TO THE STATE OF IDAHO FOR A HIGHWAY
RIGHT-OF-WAY RECORDED OCTOBER 8, 1932 AS INSTRUMENT NO. 17066.

FURTHER EXCEPTING THEREFROM:

THAT PORTION OF GOVERNMENT LOT 4 CONVEYED TO ALVIN H. JONES AND JUNE E. JONES
IN A WARRANTY DEED RECORDED DECEMBER 18, 1968 AS INSTRUMENT NO. 69735.

(RP12N03E350006)

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

Tract 65

SECTION 3: GOVERNMENT LOTS 1, 2, 3 AND 4

(RP12N04E030006)

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION
3, T12N, R4E, B.M., VALLEY COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE WEST 1/ 4 CORNER OF SAID SECTION 3, A FOUND BRASS CAP
MONUMENT

AS DESCRIBED BY CPF INST. 300949, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE
A

BEARING OF N 0°02'43" W, A DISTANCE OF 1318.90 FEET ON THE WEST BOUNDARY OF
SAID

SECTION 3 TO A FOUND 5/8 INCH REBAR MARKING THE N 1/16 CORNER COMMON TO SAID
SECTION 3 AND SECTION 4, T12N, R4E, B.M. BEING THE TRUE POINT OF
BEGINNING.

THENCE A BEARING OF S 89°17'27" E, A DISTANCE OF 52.00 FEET TO A SET 5/8 INCH
REBAR;

THENCE A BEARING OF N 1°25'34" W, A DISTANCE OF 500.80 FEET TOP A SET 5/8 INCH
REBAR;

THENCE A BEARING OF S 90°00'00" W, A DISTANCE OF 40.00 FEET TO A SET 5/8 INCH
REBAR;

THENCE A BEARING OF S 0°03'13" E, A DISTANCE OF 500.00 FEET ON THE WEST BOUNDARY
OF

SAID GOVERNMENT LOT 2, SECTION 3 TO THE POINT OF BEGINNING.

(RP12N04E030006)

Tract 66

SECTION 15:

NE1/4

E1/2 NW1/4

(RP12N04E150006)

Tract 67

SECTION 18:

E1/2 SW1/4

GOVERNMENT LOTS 3 AND 4

(RP12N04E184805)

Tract 68

SECTION 21:

S1/2 NE1/4

E1/2 SE1/4

Date: April 20, 2016

EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATE A PORTION OF THE NW ¼ OF THE SE ¼ AND A PORTION OF THE SW ¼ OF THE NE ¼ OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE CENTER ¼ CORNER OF SECTION 21, T. 12 N., R. 4 E., B.M., A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 337859, WHICH LIES S 00° 01' 16" W, A DISTANCE OF 1322.70 FEET FROM CENTER NORTH 1/16 CORNER OF SAID SECTION 21, A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 338360 FILED IN THE RECORDER'S OFFICE OF VALLEY COUNTY, CASCADE, IDAHO.

THENCE N 00° 01' 16" E ON THE WESTERLY LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21, A DISTANCE OF 877.24 FEET TO A 5/8" RBC (REBAR AND CAP), PLS 15819 ALSO BEING THE NORTHEAST CORNER OF LOT 4 OF THE MEADOW VIEW HEIGHTS SUBDIVISION AS RECORDED IN BOOK 4 AT PAGE 8, FILED IN THE RECORDER'S OFFICE OF VALLEY COUNTY, CASCADE, IDAHO.

**THENCE S 89° 58' 44" E, A DISTANCE OF 35.00 FEET TO A 5/8" RBC, PLS 15819;
THENCE S 00° 01' 16" W, A DISTANCE OF 877.24 FEET TO A 5/8" RBC, PLS 15819;
THENCE S 00° 03' 25" W, A DISTANCE OF 94.41 FEET TO A 5/8" RBC, PLS 15819;
THENCE N 89° 56' 35" W, A DISTANCE OF 35.00 FEET TO A 5/8" RBC, PLS 15819, ALSO BEING THE SOUTHEAST CORNER OF LOT 4 OF THE MEADOW VIEW HEIGHTS SUBDIVISION;
THENCE N 00° 03' 25" E ON THE WESTERLY LINE OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 21, A DISTANCE OF 94.41 FEET TO THE POINT OF BEGINNING.**

FURTHER EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATE A PORTION OF THE SW ¼ OF THE NE ¼ OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE CENTER NORTH 1/16 CORNER OF SECTION 21, T. 12 N., R. 4 E., B.M., A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 338360, ALSO BEING THE NORTH EAST CORNER OF MEADOW VIEW HEIGHTS SUBDIVISION AS RECORDED IN BOOK 4 AT PAGE 8, WHICH LIES N 01° 15' 31" E, A DISTANCE OF 1322.70 FEET FROM CENTER ¼ CORNER OF SAID SECTION 21, A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 337859 FILED IN THE RECORDER'S OFFICE OF VALLEY COUNTY, CASCADE, IDAHO.

THENCE S 01° 15' 31" W ON THE EASTERLY LINE OF LOT 1 OF SAID MEADOW VIEW HEIGHTS SUBDIVISION, ALSO BEING THE WESTERLY LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21, A DISTANCE OF 245.57 FEET TO AN ALUMINUM CAP MONUMENT, SET BY RINGEL PLS 986 AS SHOWN ON ROS 396405;

**THENCE S 88° 16' 19" E, A DISTANCE OF 25.00 FEET TO A 5/8 RBC, PLS 15819;
THENCE N 01° 15' 31" E, A DISTANCE OF 245.68 FEET TO A 5/8 RBC, PLS 15819 BEING A POINT ON THE NORTHERLY LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21;
THENCE N 88° 31' 15" W ON THE NORTHERLY LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING
(Part RP12N04E211805)**

Tract 69

SECTION 21:

Date: April 20, 2016

NW1/4 SE1/4

EXCEPTING THEREFROM:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, A FOUND MONUMENT, C.P.F. INSTRUMENT NO. 131247, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.51 FEET TO A FOUND 5/8 INCH REBAR BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK 2, MEADOW VIEW HEIGHTS SUBDIVISION, BOOK 4, PAGE 8, PLAT RECORDS OF SAID VALLEY COUNTY BEING THE TRUE POINT OF BEGINNING. THENCE A BEARING OF NORTH 0° 16' 40" EAST, A DISTANCE OF 614.74 FEET (RECORD NORTH 0° 07' 14" WEST, 615.00 FEET) ON THE EAST BOUNDARY OF SAID LOT 10 TO A FOUND 5/8 INCH REBAR BEING THE NORTH CORNER OF SAID LOT 10; THENCE A BEARING OF SOUTH 89° 17' 50" EAST, A DISTANCE OF 74.00 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 0° 16' 40" WEST, A DISTANCE OF 614.74 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 89° 17' 50" WEST, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATE A PORTION OF THE NW 1/4 OF THE SE 1/4 AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE CENTER 1/4 CORNER OF SECTION 21, T. 12 N., R. 4 E., B.M., A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 337859, WHICH LIES S 00° 01' 16" W, A DISTANCE OF 1322.70 FEET FROM CENTER NORTH 1/16 CORNER OF SAID SECTION 21, A FOUND ALUMINUM CAP MONUMENT, RECORDED AS CP&F NO. 338360 FILED IN THE RECORDER'S OFFICE OF VALLEY COUNTY, CASCADE, IDAHO.

THENCE N 00° 01' 16" E ON THE WESTERLY LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 21, A DISTANCE OF 877.24 FEET TO A 5/8" RBC (REBAR AND CAP), PLS 15819 ALSO BEING THE NORTHEAST CORNER OF LOT 4 OF THE MEADOW VIEW HEIGHTS SUBDIVISION AS RECORDED IN BOOK 4 AT PAGE 8, FILED IN THE RECORDER'S OFFICE OF VALLEY COUNTY, CASCADE, IDAHO.

THENCE S 89° 58' 44" E, A DISTANCE OF 35.00 FEET TO A 5/8" RBC, PLS 15819; THENCE S 00° 01' 16" W, A DISTANCE OF 877.24 FEET TO A 5/8" RBC, PLS 15819; THENCE S 00° 03' 25" W, A DISTANCE OF 94.41 FEET TO A 5/8" RBC, PLS 15819; THENCE N 89° 56' 35" W, A DISTANCE OF 35.00 FEET TO A 5/8" RBC, PLS 15819, ALSO BEING THE SOUTHEAST CORNER OF LOT 4 OF THE MEADOW VIEW HEIGHTS SUBDIVISION; THENCE N 00° 03' 25" E ON THE WESTERLY LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 21, A DISTANCE OF 94.41 FEET TO THE POINT OF BEGINNING.

(Part RP12N04E211805)

Tract 70

SECTION 21:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, A FOUND MONUMENT, C.P.F. INSTRUMENT NO. 131247, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.51 FEET TO A FOUND 5/8 INCH REBAR BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK 2, MEADOW VIEW HEIGHTS SUBDIVISION, BOOK 4, PAGE 8, PLAT RECORDS OF SAID VALLEY COUNTY BEING THE TRUE POINT OF BEGINNING; THENCE A BEARING OF SOUTH 89° 17' 50" EAST, A DISTANCE OF 1327.45 FEET TO A FOUND MONUMENT MARKING THE SOUTHEAST 1/16 CORNER OF SAID SECTION 21, C.P.F. INSTRUMENT NO. 131245 CORNER RECORDS OF SAID VALLEY COUNTY, THENCE A BEARING OF SOUTH 00° 21' 21" WEST, A DISTANCE OF 74.00 FEET TO A POINT; THENCE A BEARING

Date: April 20, 2016

OF NORTH 89° 17' 50" WEST, A DISTANCE OF 1327.34 FEET TO A POINT; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

(Part RP12N04E218404)

Tract 71

SECTION 21:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, A FOUND MONUMENT, C.P.F. INSTRUMENT NO. 131247, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.51 FEET TO A SET 5/8 INCH REBAR BEING THE TRUE POINT OF BEGINNING; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 585.51 FEET TO A POINT; THENCE A BEARING OF SOUTH 89° 17' 50" EAST, A DISTANCE OF 1327.34 FEET TO A POINT; THENCE A BEARING OF SOUTH 0° 21' 21" WEST, A DISTANCE OF 1243.72 FEET ON THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO A FOUND MONUMENT BEING THE EAST 1/16 CORNER COMMON TO SAID SECTION 21 AND SECTION 28, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, C.P.F. INSTRUMENT NO. 131244, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF NORTH 89° 21' 11" WEST, A DISTANCE OF 548.38 FEET ON THE SOUTH BOUNDARY OF SAID SECTION 21 TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 0° 16' 28" EAST, A DISTANCE OF 659.13 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 89° 19' 31" WEST, A DISTANCE OF 777.19 FEET TO THE POINT OF BEGINNING.

(Part RP12N04E218404)

Tract 72

SECTION 22:

NE1/4 NE1/4

S1/2 NE1/4

S1/2 NW1/4

S1/2

(RP12N04E220006)

Tract 73

SECTION 27:

GOVERNMENT LOTS 1, 2 AND 3

NE1/4

E1/2 W1/2

N1/2 SE1/4

SW1/4 SE1/4

(RP12N04E270005)

Tract 74

SECTION 28:

E1/2 NE1/4

NE1/4 SE1/4

(RP12N04E280005)

Tract 75

SECTION 34:

NW1/4 NE1/4

NE1/4 NW1/4

(RP12N04E340605)

Date: April 20, 2016

**TOWNSHIP 13 NORTH, RANGE 4 EAST BOISE MERIDIAN, VALLEY COUNTY, IDAHO.
Tract 76**

SECTION 1:

E1/2 SE1/4

EXCEPTING THEREFROM:

THAT PORTION OF THE SOUTHEAST QUARTER CONVEYED TO JOHN B. FERY AND DELORES C. FERY IN WARRANTY DEED RECORDED SEPTEMBER 9, 2004 AS INSTRUMENT NO. 287577.

FURTHER EXCEPTING THEREFROM:

THAT PORTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP, CORNER RECORD INSTRUMENT NUMBER 287526 MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO; THENCE SOUTH 0° 23' 45" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1, A DISTANCE OF 436.91 FEET TO A POINT; THENCE LEAVING SAID WEST LINE SOUTH 89° 40' 11" EAST, A DISTANCE OF 473.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0° 23' 45" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1, A DISTANCE OF 1,500.00 FEET TO A POINT; THENCE SOUTH 89° 40' 11" EAST, A DISTANCE OF 2,192.14 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1; THENCE NORTH 0° 19' 53" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1 A DISTANCE OF 1,500.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 89° 40' 11" WEST A DISTANCE OF 2,190.45 FEET TO THE POINT OF BEGINNING; BASIS OF BEARING IS S 0° 23' 45" W, 2,617.87 FEET, BETWEEN THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF INSTRUMENT NUMBER 287526 AND THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF INSTRUMENT NUMBER 287527, BOTH IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN AS RECORDED ON RECORD OF SURVEY INSTRUMENT NUMBER 311135. (RP13N04E019755)

Tract 77

SECTION 1:

GOVERNMENT LOTS 3, 4, 5, AND 6,

S1/2 NW1/4

SW1/4

W1/2 SE1/4

EXCEPTING THEREFROM:

THAT PORTION OF THE SOUTHEAST QUARTER CONVEYED TO JOHN B. FERY AND DELORES C. FERY IN WARRANTY DEED RECORDED SEPTEMBER 9, 2004 AS INSTRUMENT NO. 287577.

FURTHER EXCEPTING THEREFROM :

THAT PORTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT AN ALUMINUM CAP, CORNER RECORD INSTRUMENT NUMBER 287526 MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO; THENCE SOUTH 0° 23' 45" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1, A DISTANCE OF 436.91 FEET TO A POINT; THENCE LEAVING SAID WEST LINE SOUTH 89° 40' 11" EAST, A DISTANCE OF 473.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 0° 23' 45" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4**

Date: April 20, 2016

OF SECTION 1, A DISTANCE OF 1,500.00 FEET TO A POINT; THENCE SOUTH 89° 40' 11" EAST, A DISTANCE OF 2,192.14 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1; THENCE NORTH 0° 19' 53" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 1 A DISTANCE OF 1,500.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 89° 40' 11" WEST A DISTANCE OF 2,190.45 FEET TO THE POINT OF BEGINNING; BASIS OF BEARING IS S 0° 23' 45" W, 2,617.87 FEET, BETWEEN THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF INSTRUMENT NUMBER 287526 AND THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF INSTRUMENT NUMBER 287527, BOTH IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 4 EAST, BOISE MERIDIAN AS RECORDED ON RECORD OF SURVEY INSTRUMENT NUMBER 311135.

(RP13N04E012404)

Tract 78

SECTION 2: GOVERNMENT LOTS 1, 2, 7, AND 8

S1/2 NE1/4

SE1/4

(RP13N04E020005)

Tract 79

SECTION 11:

NW1/4 SE1/4

S1/2 SE1/4

(RP13N04E117806 & RP13N04E119005)

Tract 80

SECTION 11:

NE1/4

NE1/4 SE1/4

(RP13N04E110006)

Tract 81

SECTION 12:

S1/2 NE1/4

NE1/4 NE1/4

N1/2 SE1/4

SW1/4 SE1/4

S1/2 SW1/4

NE1/4 SW1/4

(RP13N04E120007 & RP13N04E121805 & RP13N04E127205)

Tract 82

SECTION 12:

NW1/4

NW1/4 NE1/4

NW1/4 SW1/4

SE1/4 SE1/4

(RP13N04E120605 & RP13N04E129005)

Tract 83

SECTION 13:

N1/2 NW1/4

(RP13N04E132405)

Tract 84

Date: April 20, 2016

**SECTION 13:
SW1/4
SW1/4 NW1/4
(RP13N04E133605)
Tract 85**

**SECTION 14: NE1/4
(RP13N04E140006)
Tract 86**

**SECTION 14: SE1/4
(RP13N04E147205)
Tract 87**

**SECTION 22:
NE1/4
N1/2 SE1/4
SE1/4 SE1/4
(RP13N04E220005)
Tract 88**

**SECTION 23:
W1/2 W1/2
NE1/4 SW1/4
(RP13N04E233005)
Tract 89**

**SECTION 23:
E1/2
E1/2 NW1/4
SE1/4 SW1/4
(RP13N04E230006)
Tract 90**

**SECTION 24:
SE1/4
E1/2 SW1/4
SE1/4 NE1/4
(RP13N04E241805)
Tract 91**

**SECTION 24:
N1/2 NE1/4
SW1/4 NE1/4
NW1/4
W1/2 SW1/4
(RP13N04E240006)
Tract 92**

**SECTION 25: ALL OF SAID SECTION
(RP13N04E250005)**

Date: April 20, 2016

Tract 93

**SECTION 26:
NE1/4 NE1/4
SW1/4 SW1/4
(RP13N04E260006 & RP13N04E266005)
Tract 94**

**SECTION 26:
W1/2 NE1/4
SE1/4 NE1/4
NW1/4
E1/2 SW1/4
NW1/4 SW1/4
SE1/4
(RP13N04E260605)
Tract 95**

**SECTION 27:
E1/2 E1/2
SW1/4 SE1/4
(RP13N04E270005)
Tract 96**

**SECTION 34:
S1/2
NE1/4
SE1/4 NW1/4
(RP13N04E340005)
Tract 97**

**SECTION 35:
S1/2
S1/2 N1/2
NW1/4 NW1/4
(RP13N04E351805)
Tract 98**

**SECTION 35:
N1/2 NE1/4
NE1/4 NW1/4
(RP13N04E350006)**

Tract 99

**SECTION 36: ALL OF SAID SECTION
(RP13N04E360005)
TOWNSHIP 13 NORTH, RANGE 5 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.
Tract 100**

SECTION 4: ALL OF SAID SECTION

Date: April 20, 2016

**(RP13N05E040005)
Tract 101**

**SECTION 5: ALL OF SAID SECTION
(RP13N05E050005)
Tract 102**

**SECTION 6: GOVERNMENT LOTS 1, 2, 7, 8, 10, AND 11
THE SOUTH TWO-THIRDS OF THE SOUTH HALF OF GOVERNMENT LOT 9
S1/2 SE1/4 NW1/4
S1/2 NE1/4
SE1/4**

E1/2 SW1/4

EXCEPTING THEREFROM:

**THAT PORTION OF SAID GOVERNMENT LOTS 9 AND 10, LYING WEST OF HORSETHIEF ROAD,
AS IT NOW EXIST.**

ALSO EXCEPTING THEREFROM:

**THAT PORTION OF THE ABOVE DESCRIBED LAND AS SET-FORTH IN A WARRANTY DEED
RECORDED JANUARY 13, 2005, AS INSTRUMENT NO. 291528.**

**(RP13N05E060008)
Tract 103**

**SECTION 7: N1/2
E1/2 SE1/4
(RP13N05E070006)
Tract 104**

**SECTION 7: SW1/4
W1/2 SE1/4
(RP13N05E077805)**

Tract 105

**SECTION 8: ALL OF SAID SECTION
EXCEPTING THEREFROM:
THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

**(RP13N05E080005)
Tract 106**

**SECTION 9: ALL OF SAID SECTION
EXCEPTING THEREFROM:**

**THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

**(RP13N05E090005)
Tract 107**

**SECTION 17: ALL OF SAID SECTION
EXCEPTING THEREFROM:**

**THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

**(RP13N05E170005)
Tract 108**

Date: April 20, 2016

SECTION 18:

E1/2 SE1/4

SW1/4 SE1/4

SE1/4 NE1/4

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

(RP13N05E180006)

Tract 109

SECTION 18:

W1/2

W1/2 NE1/4

NE1/4 NE1/4

NW1/4 SE1/4

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

(RP13N05E181805)

Tract 110

SECTION 19:

S1/2

NE1/4

S1/2 NW1/4

NE1/4 NW1/4

(RP13N05E190006)

Tract 111

SECTION 19: NW1/4 NW1/4

(RP13N05E193005)

TOWNSHIP 14 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

Tract 112

SECTION 24: E1/2 E1/2

(RP14N04E240006)

Tract 113

SECTION 26: W1/2

(RP14N04E262405)

Tract 114

SECTION 35:

N1/2

N1/2 SW1/4

SW1/4 SW1/4

(RP14N04E350006)

Tract 115

SECTION 35:

SE1/4 SW1/4

SE1/4

(RP14N04E357205)

TOWNSHIP 14 NORTH, RANGE 5 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

Tract 116

SECTION 5: ALL OF SAID SECTION

(RP14N05E050005)

Date: April 20, 2016

Tract 117

**SECTION 6: ALL OF SAID SECTION
(RP14N05E060005)**

Tract 118

**SECTION 7: E1/2
(RP14N05E070005 & (RP14N05E070605)**

Tract 119

SECTION 8:

S1/2

NW1/4

N1/2 NE1/4

SW1/4 NE1/4

(RP14N05E080005)

Tract 120

**SECTION 17: ALL OF SAID SECTION
(RP14N05E170005)**

Tract 121

SECTION 18: E1/2

E1/2 SW1/4

(RP14N05E180005)

Tract 122

**SECTION 19: ALL OF SAID SECTION
(RP14N05E190005)**

Tract 123

SECTION 20: W1/2

(RP14N05E202405)

Tract 124

SECTION 29: NW1/4 NW1/4

EXCEPTING THEREFROM:

**THAT PORTION CONVEYED TO THE UNITED STATES GOVERNMENT IN A RIGHT-OF-WAY
DEED RECORDED OCTOBER 9, 1961 AS INSTRUMENT NO. 57465.**

(RP14N05E293005)

A.P.N.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 30, 2016

AGSOUTH FARM CREDIT ACA
40 S MAIN ST
STATESBORO GA 30459

RE: Notice of Security Interest for Water Right No's:

**63-5340, 63-5342, 63-15291, 65-8003, 67-4570, 67-4571, 67-14983, 67-14985, 78-4295,
78-4296, 78-4298A, 78-4299, 78-4304 & 78-4306**

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water rights to you. The Department has modified its records to reflect the change in security interest for the water rights, and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please 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 owner 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 online at www.idwr.idaho.gov.

Please feel free to contact this office at 208-334-2190 if you have any questions regarding this matter.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Cc: SPP LAND LLC
6304 PEAKE RD
MACON GA 31210

POTLATCH LAND & LUMBER LLC
PFPC MCCALL INVESTMENT LLC
601 W 1ST AVE STE 1600
SPOKANE WA 99201



ATTORNEYS AND COUNSELORS

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PARALEGAL
EMAIL: CGREEN@HAWLEYTROXELL.COM
DIRECT DIAL: 208.388.4847
DIRECT FAX: 208.954.5221

August 3, 2016

VIA U.S. MAIL

Idaho Department of Water Resources
IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082

RECEIVED
AUG 04 2016
WATER RESOURCES
WESTERN REGION

Re: *AgSouth Farm Credit, ACA*
Notice of Security Interest in a Water Right
Water Rights 78-4298A, 67-4570, 67-4571, 67-14985, 63-5340, 63-5342, 63-15291, 65-
8003, 67-14983, 78-4295, 78-4296, 78-4299, 78-4304, 78-4306

Dear Sir or Madam:

Enclosed for filing please find:

1. Original and one copy of Notice of Security Interest in a Water Right; and
2. Copy of Mortgages recorded in Adams, Boise, Idaho and Valley Counties; and
3. Check in the amount of \$350.00 for your filing fee.

It is my understanding that the transfer of these water rights to SPP Land, LLC is pending with IDWR.

After filing, please conform the copy of the Notice and return the conformed copy to me in the enclosed self-addressed and stamped envelope. 

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP



Christine Green
Paralegal

Enclosures