

RECEIVED

JUL 22 2016

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
43-4065	43-2327	43-4035	43-2341
43-10132	43-2461	43-2521	43-2513
43-2278	43-2509B	43-2534A	43-10526
43-10240	43-2299B	43-2381A	43-2285B
43-4095	43-2276	43-10535	SEE ATTACHED PAGE

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

The Prudential Insurance Company of America

Attn: Mr. John Nitz

801 Warrenville Road Suite 150

Lisle, Illinois 60532

Phone (630) 829-4679

Email John.Nitz@Prudential.com

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

Pinnacle Great Plains Operating Company, LLC

5. Expiration Date of Notification Period

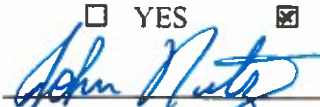
April 1, 2036

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable


 John Nitz, Vice President

SUPPORT DATA

IN FILE # 43-46

For Office Use Only

 Received by DM Date 7-22-2016 Receipt No. 8035613 Fee \$1,725-
 Processed by AJ Date _____ WR _____ Date _____

Pinnacle Great Plains Operating Company, LLC
Groundwater Rights-(continued)

Water Rights Number

43- 25 54B	43-13077
43-10517	43-2386B
43-13102	43-13657
43-13103	43-13658
43-2363	43-13660
43-2400	43-13656
43-2554A	43-13659
43-4003B	43-13661
43-4130A	43-2410
43-4131	43-11247
43-10651	

Pinnacle Great Plains Operating Company, LLC
Surface Water Rights

Water Right Number

1. 43-174	15. 43-90
2. 43-178A	16. 43-201
3. 43-46	17. 43-202
4. 43-128A	18. 43-203
5. 43-129	19. 43-204
6. 43-130	20. 43-2358
7. 43-131	21. 43-13076
8. 43-2167A	22. 43-206
9. 43-222A	23. 43-13119
10. 43-222B	24. 43-116
11. 43-315	25. 43-117
12. 43-10649	26. 43-118
13. 43-10650	27. 43-119
14. 43-89	28. 43-111
	29. 43-8 1 A

CASSIA COUNTY
RECORDED FOR:
FIRST AMERICAN - INDY NCS
10:46:14 AM 06-14-2016
2016-002453
NO. PAGES: 35 FEE: \$112.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

This instrument prepared by and
after recording return to:
The Prudential Insurance Company
of America
801 Warrenville Road Suite 150
Lisle, Illinois
(630) 810-1700

COPY

MORTGAGE AND SECURITY AGREEMENT

[THIS MORTGAGE AND SECURITY AGREEMENT SECURES A NOTE WHICH IS ALSO SECURED BY A MORTGAGE FILED IN THE STATE OF ARKANSAS AND BY AN ACT OF MORTGAGE FILED IN THE STATE OF LOUISIANA AND ALL OF THESE ENCUMBRANCE DOCUMENTS ARE CROSS-DEFAULTED AND CROSS-COLLATERALIZED AS MORE PARTICULARLY SET FORTH IN PARAGRAPH 40 BELOW]

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called the "Mortgage"), made the 10th day of June 2016, by and between PINNACLE GREAT PLAINS OPERATING COMPANY, LLC, an Arkansas limited liability company (hereinafter called "Mortgagor") whose address is c/o 10333 N. Meridian Street Suite 425, Indianapolis, Indiana 46290 and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (hereinafter called the "Mortgagee") whose address is 801 Warrenville Road, Suite 150, Lisle, Illinois 60532:

WITNESSETH:

THAT WHEREAS, Mortgagor and others are indebted to Mortgagee in the original principal sum of Nineteen Million and No/100 (U.S.\$19,000,000.00) Dollars, as evidenced by Mortgagor's Note of even date herewith (hereinafter called the "Note"), providing for installments of principal and interest at the rate set forth in the Note and all other terms and conditions set forth therein, with the balance of the indebtedness due and payable, in full, on April 1, 2036,

TO SECURE for Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, (b) the payment of all other sums advanced in accordance with the Note or this Mortgage, including, without limitation, future advances made to or on behalf of Mortgagor by Mortgagee pursuant to Paragraph 16 hereof (hereinafter called "Future Advances"), and (c) the performance by Mortgagor of all covenants, conditions, stipulations and agreements herein and in the Note contained.

Granting Clause

Mortgagor does by these presents GRANT, BARGAIN, SELL, TRANSFER, PLEDGE, MORTGAGE, WARRANT, HYPOTHECATE and CONVEY to Mortgagee, its successors and assigns forever all of the following described property, including all of the rights, title, interest and estate of Mortgagor, in and to the following:

This instrument prepared by and
after recording return to:
The Prudential Insurance Company
of America
801 Warrenville Road Suite 150
Lisle, Illinois
(630) 810-1700

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A. Land and Improvements

As one tract, all those certain lots, pieces or parcels of land and other estates or interests in real estate (hereinafter referred to as the "Land") together with and including all right, title, interest and estate of Mortgagor therein, situate, lying and being in CASSIA COUNTY, IDAHO and being legally described as:

[SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN]

together with all estates, tenements, hereditaments, privileges, easements, franchises, licenses, permits and appurtenances belonging or in any wise appertaining to the Land; and all improvements (hereinafter referred to as the "Improvements") which are located on the Land including, without limitation, buildings, grain bins, storage bins, water towers, windmills, fences, all utility lines and equipment, irrigation and drainage equipment of all types, air conditioning and heating equipment, and all additions, substitutions and replacements thereof. The Land and Improvements are hereinafter collectively referred to as the "Premises" and/or the "Mortgaged Premises."

B. Leases, Rents and Other Privileges

All rents, issues, revenues and profits including, without limiting the generality of the foregoing, all interest of Mortgagor in and to all present and future leases, tenancies and occupancies of the Land or the Improvements or of the oil, gas or mineral rights or of space in the Improvements and in and to any sublease of the aforementioned Mortgaged Premises, and all the estate, right, title and interest, claim and demand whatsoever, at law or in equity, which Mortgagor now has or may hereafter acquire in and to such Mortgaged Premises together with the right, but not the obligation, to collect, receive and receipt for all such rents and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable. By acceptance of this Mortgage, the Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to the Mortgagor and subsequent owners of the Mortgaged Premises, that until an event of default shall occur or shall have been declared by Mortgagee, giving the Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents. The assignment made by this paragraph shall not impair or diminish the obligation of Mortgagor under the provisions of such leases nor shall the obligation be imposed upon the Mortgagee.

C. Other Property Conveyed

- (1) All rights in and to easements, common areas and access or use rights over roads or rights-of-way or utility easements on adjacent properties heretofore granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues, and alleys adjoining the Mortgaged Premises.
- (2) All personal property/machinery/equipment/intangibles and other items described on Exhibit "B" attached hereto and by reference made a part hereof.
- (3) All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Premises or any part thereof under power of eminent domain. Mortgagee is hereby authorized, on behalf and in the name of the Mortgagor, to execute and deliver valid acquittances for and to appeal from any such

judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses (including costs and attorney's fees) on the indebtedness secured hereby in such manner as it elects, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the said indebtedness is otherwise adequately secured, or, at Mortgagee's sole option, the entire amount or any part thereof so received may be released to Mortgagor.

- (4) All rights of Mortgagor to water for irrigation or other purposes including but not limited to Mortgagor's riparian rights (if any), rights to subsurface water, rights now or in the future obtained in water available through irrigation projects whether public or private, together with all rights and ownership in any water stock owned in connection with a right to receive water for use upon or in connection with the Mortgaged Premises.
- (5) All rights to receive, participate in, or otherwise secure the benefits of any and all government programs, including but not limited to set aside programs, payment in kind programs, and government loans which are available for use in connection with the Mortgaged Premises.
- (6) All rights to drain the Mortgaged Premises including rights in drainage districts (and the right to vote for and elect representatives in such drainage districts) together with all rights of Mortgagor in agricultural co-operatives for milling, ginning, grinding, storage and marketing of crops harvested from the Mortgaged Premises.

All of the property, rights and interest described in the foregoing Granting Clause, and intended to be mortgaged hereby, being collectively hereinafter referred to as the "Property."

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that this Mortgage is upon the express condition that if the Mortgagor shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe, all and singular, the covenants and promises in the Note, and the Mortgagor shall keep, perform and observe, all and singular, the covenants, agreements and provisions in this Mortgage expressed to be kept, performed and observed by the Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of the Mortgagor. Otherwise, this Mortgage shall remain in full force and effect, and provided that the Mortgagor comply with each and every covenant, condition, term and agreement hereof, possession and the right of possession shall be reserved to Mortgagor.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **TITLE TO THE PREMISES.** Mortgagor covenants that the Mortgagor is lawfully seized of the Mortgaged Premises, in fee simple, and has the right to convey the Mortgaged Premises; that the Mortgaged Premises is free from all liens and encumbrances except as otherwise listed herein and/or as shown in Schedule B-II in First American Title Insurance Company Commitment No. NCS-788275-2; that Mortgagee shall quietly enjoy the Mortgaged Premises; and that Mortgagor does warrant and will defend the title to the Mortgaged Premises against all claims, whether now existing or hereafter arising, not hereinbefore expressly accepted. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the land.

2. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any Future Advances secured by the Mortgage.

3. TAXES AND ASSESSMENTS. Mortgagor shall pay, when due before penalty, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Premises by making payment directly to the payee thereof or, if the Mortgagee so designates, by making payment in accordance with Paragraph 5 hereof and, if requested by Mortgagee, Mortgagor shall promptly deliver to Mortgagee any official receipts received by Mortgagor. Mortgagor shall likewise pay all taxes, assessments and other charges levied upon or assessed, placed or made against or measured by this Mortgage or the recordation hereof or the indebtedness secured hereby, provided that the Mortgagor shall not be obligated to pay any such tax, assessment or other charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the indebtedness secured hereby. Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts delinquent under this paragraph. Mortgagor agrees to pay a one time fee to reimburse Mortgagee for costs incurred in engaging a tax service to provide periodic reports to Mortgagee on the status of real estate taxes on the Mortgaged Premises. In the event of the passage after the date of this Mortgage of any applicable law creating or providing for any tax, assessment or charge which may not be lawfully paid by Mortgagor, the entire indebtedness secured hereby, together with interest due thereon, shall, at the option of Mortgagee, be immediately due and payable.

4. LIENS. Mortgagor shall keep the Mortgaged Premises free from all liens, whether prior or subordinate to this Mortgage, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable.

5. FUNDS FOR TAXES AND INSURANCE. If requested at any time or from time to time by Mortgagee, following and during the continuance of an uncured default, Mortgagor shall make monthly deposits with Mortgagee in addition to the payments required by the Note until the Note is paid in full in a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments levied against the Mortgaged Premises plus one-twelfth of yearly premium installments on insurance required under Paragraph 8 hereof, all as estimated initially and adjusted from time to time by Mortgagee to be applied by Mortgagee to pay such taxes, assessments and insurance premiums. Unless an agreement is made or applicable law requires that interest be paid on the Funds, no earnings or interest shall be payable to Mortgagor on the Funds. The Funds are pledged as additional security for the sum secured by this Mortgage. Such Funds shall not be, nor be deemed to be, trust funds and, unless applicable law provides otherwise, Mortgagee shall have the right to hold the Funds in any manner Mortgagee elects and may commingle the Funds with other monies held by Mortgagee.

Any insufficiency of the Funds to pay the aforesaid charges when due shall be paid by Mortgagor to Mortgagee on demand upon notice from Mortgagee. If, by reason of default by Mortgagor and under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any or all of the Funds against the indebtedness secured hereby.

Mortgagee may from time to time waive and after any such waiver reinstate any or all provisions hereof requiring such deposits by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided and provide Mortgagee with proof of payment of the same.

6. FAILURE TO MAKE PAYMENTS. In the event the Mortgagor fails to pay any taxes, liens or judgments as herein provided or fails to maintain insurance as herein provided, Mortgagee, at its sole option, may make such payment(s) or provide such insurance, and the amount paid therefor shall be immediately due and payable by Mortgagor and, until paid, shall be secured by this Mortgage and shall bear interest at the default rate provided for in the Note until paid. Such payment by Mortgagee shall not in any way restrict Mortgagee's other rights afforded hereunder or by operation of law. Nothing contained herein shall be construed as requiring Mortgagee to make any payment or maintain any insurance whatsoever pertaining to the subject Mortgaged Premises.

7. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and Paragraph 5 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under Paragraph 5 hereof (if Mortgagee has requested that periodic deposits be made pursuant to the provisions of paragraph 5), then funds are to be applied in the order set forth in the Note including principal and interest due on any Future Advances.

8. HAZARD INSURANCE. Mortgagor shall keep the buildings and other improvements now existing or hereafter erected on the Mortgaged Premises insured by insurance carriers satisfactory to Mortgagee against loss by fire and other hazards included in the term "Extended Coverage". The provider of the insurance and the form of policy shall be acceptable to Mortgagee. The policy or policies of insurance shall have loss payable provisions in favor and form acceptable to Mortgagee.

Mortgagor shall pay all premiums on such insurance by making payment, when due, directly to insurance carriers or, if Mortgagee so designates, by making payment in accordance with Paragraph 5 hereof. Mortgagee shall have the right to hold the policies and renewals thereof and Mortgagor shall promptly furnish to Mortgagee all renewal notices and paid premium receipts if requested to do so by Mortgagee. In no event shall Mortgagee be held responsible for failure to pay for any insurance written where the funds deposited pursuant to paragraph 5 are insufficient for such payment or for any loss or damage growing out of a defect in any policy or growing out of any failure of any insurance company to pay for any loss or damage insured against.

In the event of a loss in excess of Fifty Thousand and No/100 (U.S. \$50,000.00) Dollars, Mortgagor shall give prompt notice by mail to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor and Mortgagee shall jointly adjust the insurance provided, however, that if the claim is not paid within forty-five (45) days following the damage or destruction, the insurance may be adjusted by Mortgagee alone at any time after said forty-five day period. Mortgagee is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof, at the sole discretion of Mortgagee, to the restoration or repair of the Property damaged or to the reduction of the indebtedness secured hereby, in such order of application as Mortgagee may determine. Any such application to the principal of the Note shall not extend or postpone the due date of any installments referred to in the Note or change the amount of such installments.

All policies of insurance are hereby assigned to Mortgagee as additional security for the payment of the indebtedness secured hereby. In the event of foreclosure of this Mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

9. **DUE ON SALE OR ENCUMBRANCE.** Except in the case of a taking of some or all of the Mortgaged Premises in a condemnation proceeding, in the event Mortgagor, without the prior written consent of Mortgagee, shall sell, convey, transfer, alienate, mortgage, sell on installment contract or encumber the Mortgaged Premises or any part thereof, or any interest therein or shall be divested of his title, or any interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger, consolidation or dissolution affecting Mortgagor or a transfer of a majority interest in Mortgagor or a transfer of a majority interest in any general partner of any Mortgagor which is a joint venture or general or limited partnership, or in the event of the transfer or other disposition of any interest in Mortgagor or any entity in Mortgagor's chain of ownership, whereby control of the management and operation of the Mortgaged Premises is no longer in Mortgagor, then in any of such events at the sole option of Mortgagee, Mortgagee may either (a) declare the entire outstanding principal balance, together with all accrued interest and a prepayment charge calculated in accordance with terms set forth in the Note, to be immediately due and payable, or (b) raise the interest rate due on the Note in which event such rate shall immediately increase to the maximum lawful rate of interest for the jurisdiction in which the Mortgaged Premises are located unless the Mortgagee shall otherwise give the Mortgagor written notice of Mortgagee's election, at its sole option, to accept a specified increased rate of interest which is less than the maximum lawful rate. This provision shall not apply to transfers of title or interest under any Will or Testament or applicable law of descent.

10. **BANKRUPTCY.** In the event that (a) any Borrower (hereinafter defined) shall file or there shall be filed against such Borrower a petition in bankruptcy or insolvency or a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the bankruptcy laws of the United States or under any other applicable Federal, State or other statute or law and such proceeding shall not be dismissed within thirty (30) days after commencement thereof, or (b) a receiver, trustee or liquidator shall have been appointed with respect to Borrower or all or any substantial part of any Borrower's property and such appointment shall not have been vacated within thirty (30) days then, in any such event, Mortgagee may, at its option, declare the principal of the Note hereby secured and then outstanding to be due and payable immediately and upon such declaration the entire said principal so declared to be due and payable together with any other sums secured hereby shall become and be due and payable immediately, anything in this Mortgage or in said Note to the contrary notwithstanding, to the extent permitted by law. For the purposes of this paragraph, "Borrower" shall mean any person who executed or assumed the Note or any guarantor of the Note or any owner of the Mortgaged Premises, or of any interest therein, including any shareholder of a corporation, joint venture or joint venturer, general or limited partnership or general partner, or land trustee or beneficiary (or any general partner or joint venturer of any joint venture or general or limited partnership which is a beneficiary).

11. **PRESERVATION OF PROPERTY.** Mortgagor shall keep the buildings and other improvements now or hereafter erected on the Mortgaged Premises in good repair and condition and shall provide all utility services necessary for the operation and preservation of the Property. Mortgagor shall commit or permit no waste and shall not materially alter the design or structural character of the buildings now or hereafter erected on the Land without the prior written consent of Mortgagee and in no event shall Mortgagor do any act or thing which would unduly impair or depreciate the value of the Mortgaged Premises and/or the Property. Mortgagor shall not abandon the Mortgaged Premises and/or the Property. Mortgagor shall conform to the standards of good husbandry and shall, at all times, act so as to minimize erosion and depletion of the soil. Mortgagor shall utilize available water in conformance with current agricultural practices so as to avoid excessive depletion of available water supplies.

12. **RIGHT TO INSPECT** Mortgagee, or its agents, shall have the right, at all reasonable times, to enter upon the Mortgaged Premises for the purposes of inspection thereof without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor provided, however, Mortgagee shall give Mortgagor notice prior to any such inspection.

13. **PROTECTION OF MORTGAGEE'S SECURITY.** If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which does or may adversely affect the Mortgaged Premises or Property or the interest of the Mortgagor or Mortgagee therein, or the title of the Mortgagor thereto, or if Mortgagee shall be made a party to any such action or proceeding, including a Bankruptcy proceeding in which the Mortgagor or any Borrower as defined in paragraph 10 is a debtor, then the Mortgagee, at its sole option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, obtain appraisals and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of claims, liens, encumbrances, taxes, assessments, charges and premiums paid by it and of the amount necessary to be paid in satisfaction thereof. In the event that, after damage to or destruction of the Mortgaged Premises or condemnation of a portion thereof or a sale under threat thereof, the Mortgagee elects to restore the Mortgaged Premises and the insurance, sale or condemnation proceeds as the case may be which are paid to Mortgagee are not sufficient for such restoration, Mortgagee may effect the restoration in such manner as it determines. Mortgagee is hereby given the irrevocable power of attorney, following an event of default, (which power is coupled with an interest given for security and is irrevocable) to enter upon the Mortgaged Premises as the Mortgagor's agent and in Mortgagor's name to perform any and all covenants to be performed by the Mortgagor as herein provided. All amounts disbursed or incurred by Mortgagee pursuant to this Paragraph 13, including but not limited to reasonable attorney's fees, shall be payable upon demand, shall bear interest at the default rate set forth in the Note from the date of disbursement or the date incurred and shall become an additional amount secured hereunder. Mortgagee shall, at its option, be subrogated to any encumbrance, lien, claim or demand, paid or discharged by Mortgagee, and to all the rights and securities for the payment thereof and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this Paragraph 13 shall require Mortgagee to incur any expense or do any act hereunder and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken or not taken by Mortgagee pursuant to this Paragraph 13.

14. **FORBEARANCE BY MORTGAGEE NOT WAIVER.** Any delay or forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of any such right or remedy or any other right or remedy hereunder or at law or equity. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured hereby. Mortgagee's receipt of any awards, proceeds or damages under Paragraph 8 or Granting Clause C (3) hereof shall not operate to cure or waive default by Mortgagor.

15. **MORTGAGOR NOT RELEASED; PRIORITY SUBSEQUENT TO MODIFICATION.** Extension of time for payment or modification of amortization of sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any such successor and may or may not refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any agreement hereafter made by

Mortgagor and Mortgagee relative and pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. **FUTURE ADVANCES.** Upon request of Mortgagor, Mortgagee, at its option, prior to discharge of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage. Nothing herein contained shall imply any obligation on the part of any holder of the Note to make any such additional loan. Future advances, if any, will not exceed 25% of the principal amount set forth on the first page of this Mortgage.

17. **DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder:

- a. Failure of Mortgagor to pay when due any amount payable under the Note or any other indebtedness secured by this Mortgage;
- b. Failure of Mortgagor to duly perform or observe any of the other covenants contained in this Mortgage and/or the Note;
- c. Commission by Mortgagor of any act of bankruptcy or a general assignment for the benefit of creditors, or if any proceeding is instituted by or against Mortgagor for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of Mortgagor;
- d. Any representation or warranty made by Mortgagor herein is untrue or misleading in any material respect;
- e. A default in any other security instrument taken in conjunction with the Mortgage shall constitute a default in the Mortgage;
- f. A default in the Act of Mortgage (Louisiana) and/or the Mortgage and Security Agreement (Arkansas) which also secure the Note secured by this Mortgage shall constitute an event of default under this Mortgage

Upon occurrence of any such event of default, Mortgagee may declare immediately due and payable all indebtedness secured by this Mortgage and foreclose the Mortgage by action or advertisement, pursuant to the statutes of the State in which the Mortgaged Premises are located. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence to the full extent permitted by law; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **WAIVER: HOMESTEAD AND SEPARATE TRACTS** Mortgagor acknowledges that the Mortgaged Premises has been offered to Mortgagee as a single economic unit, and has been valued as such by Mortgagee for the purpose of appraising the security furnished thereby. Mortgagor, for itself and for all others claiming through or under it, hereby irrevocably waives and relinquishes (to the extent, if any, permitted by applicable law) all benefit from and agrees to never plead or take advantage of any and all present and future laws, regulations or decisions, in every jurisdiction, state or federal, relating to (a) homestead, dower, curtesy, or other similar exemptions; (b) requirement that the real estate Mortgaged hereby be sold as separate tracts or units in event of foreclosure hereof and Mortgagor hereby

authorizes and empowers Mortgagee, in such event, to sell the Mortgaged Premises in one tract or otherwise, at its sole option, anything in this Mortgage to the contrary notwithstanding; (c) the valuation or appraisal of the Mortgaged Premises prior to any sale thereof; (d) any stay, moratorium or extension of the time of any sale of the Mortgaged Premises; and (e) marshalling of assets.

19. **SEPARATE ESTATES.** As an express inducement to Mortgagee to make the loan secured hereby and for other good and valuable consideration to the Mortgagor, in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby waive for himself, his heirs, executors and assigns, in the event of foreclosure of this Mortgage, any equitable right, otherwise available to either, in respect to marshalling of assets hereunder so as to require the separate sales of the fee estate and leasehold estate encumbered hereby or to require Mortgagee to exhaust its remedies as against either the fee estate or leasehold estate before proceeding against the other and further, in the event of such foreclosure, Mortgagor does hereby expressly consent to and authorize, at the option of the Mortgagee, the sale, either separately or together, of the fee estate and leasehold estate, or otherwise, the merger, prior to sale, of the leasehold estate into the fee estate in order that the fee estate may be sold free and clear of such leasehold estate.

20. **ADDITIONAL SECURITY DOCUMENTS.** This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) all personal property and fixtures included in the Mortgaged Premises. The Mortgagor, upon request by Mortgagee, will execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering any Property which, in the sole opinion of Mortgagee, is essential to the operation of the Mortgaged Premises and concerning which there may be any doubt whether the title to same has been conveyed by or a security interest perfected by this Mortgage under the laws of the State in which the Mortgaged Premises is located and Mortgagor will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of such security instrument. The Mortgagor further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee (including reasonable attorney's fees) in connection with the preparation, execution, recording, filing and refiling of any such document and in connection with the exercise of any right or remedy hereunder. Mortgagor further agrees to execute or re-execute any and all documents as may be necessary to correct or perfect the interest of the Mortgagee granted by this instrument.

21. **NO WATER SALES.** Mortgagor shall not enter contracts to supply water to third persons or other properties without the prior written consent of Mortgagee. No such contract shall subject Mortgagor or any successor in interest to regulation and governance by a public body or as a public utility or water company.

22. **ADDITIONAL FILINGS.** Mortgagor shall, as may be requested by Mortgagee, from time to time, execute such documents and assist in filing or recording thereof as may be necessary in the sole judgment of Mortgagee to perfect Mortgagee's lien upon any or all of the Property and/or the Mortgaged Premises.

23. **COLLECTION OF RENTS/APPOINTMENT OF RECEIVER.** With respect to rents, issues and profits herein assigned, following an event of default, Mortgagor does hereby appoint Mortgagee his attorney-in-fact (which power is coupled with an interest given for security and is irrevocable) to receive, collect and receipt for all sums due and owing for such use, rents and occupations as the same may accrue and out of the amount so collected to pay and discharge all sums delinquent under the terms of this Mortgage. For the purpose

aforsaid, Mortgagee may enter upon and take possession of the Mortgaged Premises and/or Property and manage and operate the same and take any action which, in Mortgagee's sole judgment, is necessary or proper to conserve the value of the same. Mortgagee may also take possession of and, for these purposes, use any and all of the Property used by Mortgagor in the operation, rental or leasing thereof or any part thereof. The expense, including any Receiver's fees incurred pursuant to the powers herein contained, shall be secured by this Mortgage. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually collected by Mortgagee. To the fullest extent permitted by law, Mortgagor does hereby consent to the appointment of a Receiver for the Mortgaged Premises by any court of competent jurisdiction upon Mortgagee's request at any time Mortgagor is in default or shall have been declared by Mortgagee to be in default under any of the provisions of the Note or the provisions of paragraph 17 above.

24. **COMPLIANCE WITH LAW - HAZARDOUS MATERIALS.** Mortgagor will at all times comply and will cause all tenants/occupants of the Mortgaged Premises to comply with all present and future laws and requirements of any governmental body relevant to the Mortgaged Premises and Mortgagor's ownership and operation of the Mortgaged Premises including, without limitation, all laws and regulations regarding the use, discharge, generation, removal, transportation, storage, disposal or handling of any insecticides, pesticides, herbicides and other toxic, hazardous or dangerous chemicals, substances and materials, or the containers in which they are shipped, handled or stored, on or about the Mortgaged Premises. Any breach of this provision by Mortgagor will be deemed a default under the Mortgage and Mortgagee will be entitled to exercise all rights granted by the Mortgage in the event of a default by Mortgagor or otherwise available at law or in equity including, without limit, the foreclosure of its lien on all or some of the Mortgaged Premises, expressly reserving the right to exclude from such foreclosure any portions thereof which are, have or may become contaminated by or with toxic/hazardous materials or substances.

Upon request of Mortgagee, Mortgagor shall periodically perform and provide Mortgagee with the results of environmental inspections or audits. If at any time, levels of contamination exceed any relevant standard established by applicable laws and regulations, Mortgagor shall promptly correct the problem. Mortgagor shall promptly provide Mortgagee with copies of all notices received from any federal, state or local governmental agency with regard to the possible or actual violation of a statute that would be a violation of this condition.

Mortgagor will not license, authorize, permit, agree or consent to the dumping or disposal on the Mortgaged Premises of any products, materials, chemicals, substances or by-products, of any nature whatsoever, by any third-party during the term of the Mortgage.

Mortgagee will have the right during the term of the Mortgage to enter the Mortgaged Premises for purpose of inspection thereof to enforce compliance with this condition and any other term or condition of the loan. Mortgagor hereby grants Mortgagee, its agents and employees an irrevocable and non-exclusive license to enter upon the Mortgaged Premises, at Mortgagee's sole option, to conduct testing and to remove or arrange for the removal of hazardous/toxic wastes or substances and the costs of testing and removal shall immediately become due to Mortgagee and shall be secured by this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to conduct tests or undertake removal of hazardous/toxic waste or substances from the Mortgaged Premises. Similarly, if Mortgagee shall begin testing or removal activities upon the Mortgaged Premises, nothing contained herein shall be construed as requiring Mortgagee to complete any such activities once the same are begun. Rather, Mortgagee shall have the absolute right to cease and terminate any testing or removal activities on the Mortgaged Premises, at any time and at its sole election, without any duty, responsibility or liability for completion of the same.

Mortgagor shall not install or permit to be installed in the Mortgaged Premises, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws respecting such material. With respect to any such material currently present in the Mortgaged Premises, Mortgagor shall promptly comply with such federal, state or local laws, rules, regulations or orders, at Mortgagor's expense. If Mortgagor shall fail to so comply, Mortgagee may declare this Mortgage to be in default.

Mortgagor will indemnify and hold Mortgagee harmless from and against any or all loss, cost, damage, expense or liability it may suffer (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) that Mortgagee may incur as a result of or in connection with the assertion of any claim relating to the presence or removal of any hazardous waste or substance described in this section or a breach of this section by Mortgagor, any agent or employee of Mortgagor, or any predecessor or successor in interest with respect to the Mortgaged Premises. The indemnities described in this section shall survive any termination, satisfaction or foreclosure of this Mortgage.

25. ABANDONMENT OF PERSONAL PROPERTY. Any personal property remaining upon the Mortgaged Premises after the Mortgaged Premises has been possessed or occupied by Mortgagee following foreclosure of this Mortgage or any deed in lieu of foreclosure shall be conclusively presumed to have been abandoned by Mortgagor or any other former owner thereof. Mortgagee shall in no way incur any liability or obligation to Mortgagor or any former owner of said personal property by reason of any action which Mortgagee in its sole discretion chooses to take with respect to said personal property. In no event shall Mortgagee be required to take any affirmative action in preserving, protecting or otherwise overseeing the deployment or storage of said personal property, nor shall Mortgagee incur any liability to Mortgagor or any former owner of said personal property because of failure to take such affirmative action with respect thereto.

26. MORTGAGEE'S REMEDIES CUMULATIVE. All remedies of Mortgagee are distinct and cumulative to any other remedy and right under this Mortgage or afforded by law or equity and may be exercised concurrently or independently and as often as the occasion therefor arises. If the indebtedness secured hereby is now or hereafter, in whole or in part, further secured by security agreements, financing statements, pledges, contracts of guaranty, assignment of leases or other securities, Mortgagee may, at its sole option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

27. SUCCESSORS AND ASSIGNS - JOINT AND SEVERAL LIABILITY - CAPTIONS. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective heirs, legal representatives, successors and assigns of the Mortgagee and Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Mortgagor shall be joint and several provided, however, that nothing contained in this Mortgage in any way shall obligate Mortgagor's spouse to pay the Note or other indebtedness secured hereby unless such spouse also signs the Note. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. ASSIGNMENT OF MORTGAGE. Mortgagee shall have the right, in its sole discretion, at any time during the term of this Mortgage to sell, assign, syndicate or otherwise transfer and/or dispose of all or any portion of its interest in the Note and this Mortgage and Mortgagor hereby permits and consents to Mortgagee's submission to its assignees of all financial data and all other information furnished by Mortgagor to Mortgagee.

29. APPOINTMENT OF RECEIVER. Mortgagor hereby grants to Mortgagee the right upon a default by Mortgagor, to secure and receive a court appointed Receiver for the Mortgaged Premises. THE APPOINTMENT OF THE RECEIVER (THE "RECEIVER") MAY BE UPON EX PARTE MOTION BY MORTGAGEE WITHOUT NOTICE TO MORTGAGOR. Mortgagor hereby waives any right to notice for the appointment of a Receiver, but Mortgagor reserves the right to contest, at a later date, the existence of Mortgagor's default. The Receiver shall have the right to immediately take possession of the Mortgaged Premises, collect rents, engage a farm, ranch or grove management company to oversee daily activities, hire attorneys and accountants, expend funds for the preservation of the Mortgaged Premises and/or the Property, sell crops and otherwise control the Mortgaged Premises and/or the Property under direction of the Court. All costs and expenses of the Receiver, including fees and commissions payable to the Receiver and the Receiver's attorney's and accountant's fees, shall be paid by Mortgagor, and such repayment is secured by this Mortgage.

30. LITIGATION, COLLECTION AND BANKRUPTCY FEES AND EXPENSES. Mortgagee may appear in or defend any action or proceeding at law or in equity, purporting to affect the security hereof, and Mortgagor hereby agrees to pay to Mortgagee (to the full extent permitted by law) all costs, charges and expenses, including costs of evidence of title and attorney's fees, in a reasonable sum, incurred in any such action or proceeding in which Mortgagee may appear or defend. Upon the commencement of any proceedings to collect the indebtedness or disbursements secured hereby, or any part thereof, by foreclosure of this Mortgage or otherwise, there shall become due and Mortgagor agrees to pay (to the full extent permitted by law) all costs, fees and expenses of such proceeding, including a reasonable sum as and for an attorney's fee, as an additional indebtedness hereunder and under the Note secured hereby and it is agreed that this Mortgage shall stand as security therefor. It is also agreed that Mortgagor will pay any amount Mortgagee may incur or pay for any abstract or continuation of abstract of title, certificate of insurance or title or other evidence of title, subsequent to this date, on any of the Mortgaged Premises and this Mortgage shall secure payment thereof.

31. CONTINUING LIABILITY OF MORTGAGOR. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent, (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any Mortgaged Premises and/or Property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Premises and/or Property herein described.

32. INSPECTION OF FSA RECORDS. Mortgagor hereby grants to Mortgagee, its officers and employees and Mortgagee's successors and assigns, the right to inspect and copy any and all records, reports, applications, forms and correspondence in the office of the United States of America, Department of Agriculture, Farm Services Administration (FSA) which relate to Mortgagor or the Mortgaged Premises.

33. ERISA.

(a) Mortgagor understands and acknowledges that, as of the date hereof, the source of funds from which Mortgagee is extending the Loan will include one or more of the following: (i) an "insurance company general account," as that term is defined in Prohibited Transaction Class Exemption ("PTE") 95-60 (60 Fed. Reg. 35925 (Jul. 12, 1995)), as to which Mortgagee meets the conditions for relief in Sections I and IV of PTE 95-60; (ii) pooled and single client insurance company separate accounts, which are subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (iii) one or more insurance company separate accounts maintained solely in connection with fixed contractual obligations of the insurance company, under which the amounts payable or credited to the plan are not affected in any manner by the investment performance of the separate account, and (iv) assets of an entity, the assets of which do not constitute assets of an "employee benefit plan", as defined in Title I of the Employee Retirement Income Security Act of 1974, as amended, or in Section 4975 of the Internal Revenue Code of 1986, as amended.

(b) Mortgagor represents and warrants to Mortgagee that (i) Mortgagor is not an "employee benefit plan" as defined in Section 3(3) of ERISA, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) Mortgagor is not a "party in interest", as defined in Section 3(14) of ERISA, other than as a service provider or an affiliate of a service provider, to any employee benefit plan that has invested in a separate account described in Section 33(a)(ii) above, from which funds have been derived to make the Documents, or if so, the execution of the Documents and making of the Loan thereunder do not constitute nonexempt prohibited transactions under ERISA; (iii) Mortgagor is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, or if subject to such statutes, is not in violation thereof in the execution of the Documents and the making of the Loan thereunder; (iv) the assets of the Mortgagor do not constitute "plan assets" of one or more plans within the meaning of 29 C.F.R. Section 2510.3-101; and (v) one or more of the following circumstances is true: (1) equity interests in Mortgagor are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (2) less than twenty-five percent (25%) of all equity interests in Mortgagor are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.3-101(f)(2); or (3) Mortgagor qualifies as an "operating company," a "venture capital operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c), (d) or (e), respectively.

(c) Mortgagor shall deliver to Mortgagee such certifications and/or other evidence periodically requested by Mortgagee, in its sole discretion, to verify the representations and warranties in Section 33(b) above. Failure to deliver these certifications or evidence, breach of these representations and warranties, or consummation of any transaction which would cause this Instrument or any exercise of Mortgagee's rights under this Instrument to (i) constitute a non-exempt prohibited transaction under ERISA or (ii) violate ERISA or any state statute regulating governmental plans (collectively, a "Violation"), shall be an Event of Default. Notwithstanding anything in the Documents to the contrary, no sale, assignment, or transfer of any direct or indirect right, title, or interest in Mortgagor or the Mortgaged Premises (including creation of a junior lien, encumbrance or leasehold interest) shall be permitted which would, in Mortgagee's opinion, negate Mortgagor's representations in this Section or cause a Violation. At least fifteen (15) days before consummation of any of the foregoing, Mortgagor shall obtain from the proposed transferee or lienholder (i) a certification to Mortgagee that the representations and warranties of this Section will be true after consummation and (ii) an agreement to comply with this Section.

(d) Mortgagor shall indemnify, defend, and hold Mortgagee harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and

costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Mortgagee's sole discretion) that Mortgagee may incur, directly or indirectly, as a result of a default under the immediately preceding section. This indemnity shall survive any termination, satisfaction or foreclosure of the Loan Documents and shall not be subject to any limitation on personal liability described in any Application or commitment for the loan secured by this instrument.

34. **NOTICE.** Any notice from Mortgagee to Mortgagor or from Mortgagor to Mortgagee hereunder shall be deemed to have been given when received by the applicable party at such party's address, stated above, or at such other address as such party may designate by written notice to the other party. Any notice given by private courier such as Federal Express or UPS shall be considered given as to the date of delivery as shown on such courier's delivery records. Notice given to any one Mortgagor under this instrument shall be considered to be effective notice given to all persons or entities that execute and deliver this instrument.

35. Intentionally deleted.

36. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State in which the Mortgaged Premises is located. In the event any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and, to this end, the provisions of the Mortgage are declared to be severable. In the event that any applicable law in effect on the date hereof limiting the amount of the interest or other items which may be lawfully charged against the Mortgagor is interpreted in a manner such that any payment provided for in this Mortgage or in the Note, whether considered separately or together with other payments that are considered a part of this Mortgage and Note transaction, violates such law and Mortgagor is entitled to the benefit of such law, such payment is hereby reduced to the extent necessary to eliminate such violation.

37. **DELIVERY OF NOTE AND MORTGAGE.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

38. **MULTIPLE COUNTERPARTS.** In the event the Mortgaged Premises is located in more than one jurisdiction, this Mortgage may be executed in multiple counterparts to aid in recording. All such counterparts shall be construed together and shall constitute but one instrument and in making proof hereof, it shall only be necessary to produce one such counterpart.

39. **ADVICE OF LEGAL COUNSEL.** Mortgagor acknowledges that Mortgagor has had full and adequate opportunity to seek the advice of independent legal counsel of Mortgagor's choosing, if Mortgagor elected to do so, to fully and completely explain the nature and extent of the obligations and agreements undertaken herein prior to the execution and delivery of this instrument and the Note secured hereby.

40. **CROSS DEFAULT AND CROSS COLLATERALIZATION:** The Note secured by this Mortgage is also secured by an Act of Mortgage and Security Agreement, of even date therewith, recorded or to be recorded in Franklin Parish and Richland Parish, Louisiana and by a Mortgage and Security Agreement, also of even date therewith, recorded or to be recorded in Cross and Prairie Counties, Arkansas (the Act of Mortgage and Security Agreement and the Mortgage and Security Agreement also securing the Note secured by this

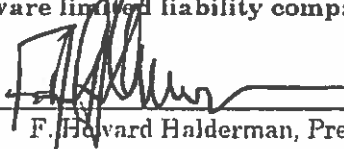
Mortgage being collectively referred to herein as the "Additional Lien Instruments"). As part of the consideration for the Mortgagee to make the mortgage loan evidenced by the Note and secured, among other things, by this Mortgage and Security Agreement and by the Additional Lien Instruments to Mortgagor, Mortgagor does hereby cross-default and cross-collateralize this Mortgage with the Additional Lien Instruments and does cross-default and cross-collateralize the Additional Lien Instruments and this Mortgage, each with the others. Accordingly, any default under either and/or both of the Additional Lien Instruments shall, at Mortgagee's sole option and election, also constitute a default under this Mortgage and Security Agreement and the Note secured by this Mortgage and Security Agreement and/or either and/or both of the Additional Lien Instruments. Likewise, any default under this Mortgage and Security Agreement and/or the Note secured by this Mortgage and Security Agreement shall, at Mortgagee's sole option and election, also constitute a default under either and/or both of the Additional Lien Instruments.

Mortgagor, for itself and for all persons or entities claiming by, through or under Mortgagor, does hereby waive any and all rights, in the event of a default, to require a marshaling of assets or to require the Premises which are encumbered by this Mortgage and Security Agreement to be foreclosed and sold as separate units and tracts from the Premises which are encumbered by the Additional Lien Instruments. It is the Mortgagor's intent that all of the property described in and encumbered by this Mortgage and Security Agreement is fully cross-collateralized and may be combined and sold with all, or such part of, the property described in and encumbered by the Additional Lien Instruments as the holder of the instruments may elect to foreclose and sell, in such holder's sole discretion.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand and seal the day and year first above written.

Mortgagor:
Pinnacle Great Plains Operating Company, LLC,
an Arkansas limited liability company,

By: Halderman Real Asset Management, LLC,
a Delaware limited liability company, its Manager,

By: 
F. Howard Halderman, President

STATE OF Indiana)
COUNTY OF Marion) SS

I, Gina L. Longere, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that F. HOWARD HALDERMAN, appeared before me this day, in person and represented and acknowledged that he is the President of HALDERMAN REAL ASSET MANAGEMENT, LLC, a limited liability company of the State of Delaware, which is the Manager of PINNACLE GREAT PLAINS OPERATING COMPANY, LLC, an Arkansas limited liability company (the "Company") and being the same person whose name is subscribed to the foregoing instrument, he acknowledged that, after first being duly authorized to execute and deliver the same by the HALDERMAN REAL ASSET MANAGEMENT, LLC, as Manager of PINNACLE GREAT PLAINS OPERATING COMPANY, LLC, he signed and delivered the foregoing instrument on behalf of the Company as the free and voluntary act of the Company and for the uses and purposes therein expressed.

Given under my hand and official seal, this 10th day of June, 2016.

Gina L. Longere
Notary Public



Exhibit A.

Parcel No. 1:

Township 14 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 17: SE¼

Section 20: NE¼

Parcel No. 2:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 7: SE¼SE¼, Except the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 7;
Thence running West 17.89 rods;
Thence South 17.89 rods;
Thence East 17.89 rods;
Thence North 17.89 rods to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 7, said
corner marked by a 5/8 inch rebar;
Thence South 00°17'16" East (South, rec.) along the East line for a distance of
295.26 feet (17.89 rods, rec) to the Point of Beginning;
Thence South 00°17'16" East along the East line of said Section 7 for a
distance of 22.03 feet;
Thence North 89°53'59" West for a distance of 40.32 feet to a ½ inch rebar;
Thence North 89°53'59" West for a distance of 274.28 feet to a ½ inch rebar;
Thence North 00°19'55" West for a distance of 253.00 feet to a ½ inch rebar;
Thence North 00°19'55" West for a distance of 61.37 feet to the North line of
the SE¼SE¼;
Thence North 89°34'03" East (East, rec.) for a distance of 19.59 feet;
Thence South 00°17'15" East (South, rec.) for a distance of 59.87 feet to a ½
inch rebar;
Thence South 00°17'15" East (South, rec.) for a distance of 235.38 feet to a ½
inch rebar;
Thence North 89°34'04" East (East, rec.) for a distance of 256.04 feet to a ½
inch rebar;
Thence North 89°34'04" East (East, rec.) for a distance of 39.22 feet to the
Point of Beginning.

Parcel No. 3:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 18: NE $\frac{1}{4}$, Excepting Therefrom the following described tract:
Beginning at the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18, which point shall be known as the True Point of Beginning;
Thence East along the South boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ for 400 feet;
Thence South 330 feet;
Thence West 730 feet;
Thence North 330 feet;
Thence West 330 feet;
Thence North 330 feet;
Thence East 660 feet to a Point on the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South along the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 330 feet to the True Point of Beginning.

Parcel No. 4:
Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 18: A portion of the NE $\frac{1}{4}$ more particularly described as follows:
Beginning at the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18, which point shall be known as the True Point of Beginning.
Thence East along the South boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 400 feet;
Thence South 330 feet;
Thence West 730 feet;
Thence North 330 feet;
Thence West 330 feet;
Thence North 330 feet;
Thence East 660 feet to a point on the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South along the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 330 feet to the True Point of Beginning.

Parcel No. 5:
Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 18: N $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$

Parcel No. 6:
Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 18: SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND the following described parcel:

Commencing at the Northwest corner of Lot 4 of said Section 18;
Thence running South along the Township and Section line 2 rods;
Thence East on line parallel with the North boundary line of said Lot 4 a distance of 98.58 rods to the East boundary line of said Lot 4;
Thence North along the East boundary line of said Lot 4 a distance of 2 rods to the North boundary line of said Lot 4;
Thence West along the North boundary line of said Lot 4 a distance of 98.58 rods, to the Point of Beginning.

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

Parcel No. 7:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 18: SW $\frac{1}{4}$ SE $\frac{1}{4}$

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

Parcel No. 8:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 19: The South 440 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; the N $\frac{1}{2}$ SE $\frac{1}{4}$, Save and
Except the West

440 feet and Also Save and Except the South 528.06 feet.

Parcel No. 9:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 19: Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19, more particularly
described as follows: Beginning at the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East 440 feet along the South boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the
True Point of Beginning;

Thence continuing East 880 feet to the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 1320 feet along East boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the
Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence West along the North boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ for 880 feet to
a point; Thence South 1320 feet to the True Point of Beginning.

Parcel No. 10:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 19: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 4, Excepting Therefrom
the following described tract:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; Thence East 440 feet
along the South boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the True Point of
Beginning;

Thence continuing East 880 feet to the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 1320 feet along the East boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the
Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence West along the North boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ 880 feet to a
point;

Thence South 1320 feet to the True Point of Beginning.

Parcel No. 11:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 19: Part of the W $\frac{1}{2}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 19;

Thence East 440 feet along the South line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to a point;

Thence North 2640 feet to the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence West 440 feet along the North line of said $W\frac{1}{2}SE\frac{1}{4}$ to the Northwest corner of said $W\frac{1}{2}SE\frac{1}{4}$;
Thence South 2640 feet along the West boundary line of said $W\frac{1}{2}SE\frac{1}{4}$ to the Point of Beginning.

Parcel No. 12:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 20: Beginning at the Northwest corner of said Section 20; Thence South 3474 feet more or less to The True Point of Beginning.

Thence East 100 feet;

Thence South 60 feet;

Thence West 100 feet;

Thence North 60 feet to the True Point of Beginning.

Parcel No. 13:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 19: $SE\frac{1}{4}NE\frac{1}{4}$, Save and Except the South 440 feet

Section 19: $S\frac{1}{2}SE\frac{1}{4}$ and the South 528.06 feet of the $N\frac{1}{2}SE\frac{1}{4}$

Save and Except the following described tract:

Beginning at the Southwest corner of the $W\frac{1}{2}SE\frac{1}{4}$ of said Section 19;

Thence East 440 feet along the South line of said $W\frac{1}{2}SE\frac{1}{4}$ to a point;

Thence North 2640 feet to the North line of said $W\frac{1}{2}SE\frac{1}{4}$;

Thence West 440 feet along the North line of said $W\frac{1}{2}SE\frac{1}{4}$ to the Northwest corner of said $W\frac{1}{2}SE\frac{1}{4}$;

Thence South 2640 feet along the West boundary line of said $W\frac{1}{2}SE\frac{1}{4}$ to the Point of Beginning.

Parcel No. 14:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 7: $SE\frac{1}{4}SW\frac{1}{4}$; $SW\frac{1}{4}SE\frac{1}{4}$

Parcel No. 15:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 18: $E\frac{1}{4}NW\frac{1}{4}$

Parcel No. 16:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 30: $NE\frac{1}{4}NE\frac{1}{4}$

Parcel No. 17:

Township 14 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 32: $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}SW\frac{1}{4}$, Excepting Therefrom the

following described tracts:

Tract No. 1:

Beginning at the Southwest Corner of Section 32, said corner marked by an iron pipe which shall be the Point of Beginning;
Thence North 00°16'04" East (North, rec.) for a distance of 1317.66 feet (1320 feet, rec.) to the Northwest Corner of the SW¼SW¼;
Thence North 89°56'16" East (East, rec.) for a distance of 713.00 feet;
Thence South 06°41'17" West (S 06°20' W, rec.) for a distance of 156.01 feet to a ½ inch rebar;
Thence South 06°41'17" West (S 06°20' W, rec.) for a distance of 343.86 feet to a ½ inch rebar;
Thence North 85°40'38" West (West, rec.) for a distance of 278.06 feet (283 feet, rec.) to a ½ inch rebar;
Thence South 26°49'15" West (S 26°50' W, rec.) for a distance of 221.68 feet (226 feet, rec.) to a ½ inch rebar;
Thence South 07°18'40" East (S 6°52' E, rec.) for a distance of 359.35 feet (383 feet, rec.) to a 5/8 inch rebar;
Thence South 19°32'45" West (S 17°35' W, rec.) for a distance of 305.59 feet (254 feet, rec.) to a ½ inch rebar on the south line of Section 32;
Thence South 89°50'04" West (West, rec.) along said line for a distance of 227.15 feet (240 feet, rec.) to the Point of Beginning.

Tract No. 2:

Part of the N¼SE¼ of Section 32, more particularly described as follows:
Beginning at the E¼ section corner of Section 32, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 00°32'22" West continued for a distance of 55.21 feet;
Thence North 89°30'01" West for a distance of 553.36 feet to a ½ inch rebar;
Thence North 89°38'34" West for a distance of 1152.10 feet to a ½ inch rebar;
Thence North 89°56'14" West for a distance of 526.45 feet to a ½ inch rebar;
Thence North 89°40'37" West for a distance of 300.00 feet to a ½ inch rebar;
Thence North 89°40'37" West for a distance of 24.36 feet to the centerline of a county road;
Thence North 00°00'39" East along said centerline for a distance of 42.42 feet to the North line of the N¼SE¼;
Thence South 89°57'49" East along said line for a distance of 2556.73 feet to the Point of Beginning.

Tract No. 3:

Part of the N¼SE¼ of said Section 32, more particularly described as follows:
Beginning at the Center ¼ Section corner of said Section 32; Thence South 89°57'49" East along the North line of the SE¼ for a distance of 87.41 feet to the center of a county road (2400 East Road); Thence South 00°00'39" West along the center of said county road for a distance of 42.42 feet to the Point of Beginning;
Thence South 89°40'37" East for a distance of 24.36 feet to a ½ inch rebar;
Thence South 89°40'37" East for a distance of 300.00 feet to a ½ inch rebar;
Thence South 00°06'15" East for a distance of 225.00 feet to a ½ inch rebar;
Thence North 89°40'37" West for a distance of 300.00 feet to a ½ inch rebar;
Thence North 89°40'37" West for a distance of 24.81 feet to the center of a county road (2400 East Road);
Thence North 00°00'39" East along the center of said county road for a

distance of 225.00 feet to the Point of Beginning.

Tract No. 4:

Part of the SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32, more particularly described as follows:

Beginning at the Center $\frac{1}{4}$ Section corner of said Section 32, which shall be the Point of Beginning;

Thence South 89°57'49" East along the North line of the SE $\frac{1}{4}$ for a distance of 87.41 feet to the center of a county road (2400 East Road);

Thence South 00°00'39" West along the center of said county road for a distance of 1312.93 feet to a $\frac{1}{2}$ inch rebar on the South line of the N $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South 00°00'39" West along the center of said county road (2400 East Road) for a distance of 53.06 feet to the center of the 2575 South Road;

Thence South 89°39'54" West along the center of said county road for a distance of 1416.77 feet to the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 00°20'09" East along the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 59.80 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°56'16" East along the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 1319.99 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 00°24'15" East along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1313.12 feet to the Point of Beginning.

Tract No. 5:

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

Beginning at the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32 which shall be the Point of Beginning;

Thence South 00°20'09" West along the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 59.80 feet to the center of a county road (2575 South Road);

Thence South 89°39'54" West along the center of said road for a distance of 118.40 feet;

Thence South 82°31'23" West along the center of said road for a distance of 134.98 feet;

Thence South 70°14'39" West along the center of said road for a distance of 240.42 feet;

Thence South 88°11'57" West along the center of said road for a distance of 102.72 feet;

Thence North 80°56'41" West along the center of said road for a distance of 43.05 feet;

Thence North 06°16'16" East (North 06°20' East, rec.) for a distance of 156.05 feet to the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°56'16" East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 606.99 feet to the Point of Beginning.

Tract No. 6:

Beginning at the E $\frac{1}{4}$ Section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 89°57'49" West along the North line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 2556.73 feet to the centerline of a county road; Thence South 00°00'39" West along said centerline for a distance of 42.42 feet; Thence South 89°40'37" East for a distance of 324.36 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning;

Thence South 89°56'14" East for a distance of 526.45 feet to a $\frac{1}{2}$ inch rebar;

Thence South 55°20'57" West for a distance of 488.47 feet to a $\frac{1}{2}$ inch rebar;

Thence South 49°26'54" West for a distance of 295.40 feet to a ½ inch rebar;
Thence South 33°41'56" West for a distance of 360.67 feet to a ½ inch rebar;
Thence North 89°59'21" West for a distance of 24.56 feet to the centerline of a county road;
Thence North 00°00'39" East along said centerline for a distance of 547.25 feet;
Thence South 89°40'37" East for a distance of 24.81 feet to a ½ inch rebar;
Thence South 89°40'37" East for a distance of 300.00 feet to a ½ inch rebar;
Thence North 00°06'15" West for a distance of 225.00 feet to the Point of Beginning.

Tract No. 7:

Beginning at the E¼ Section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°32'22" West along the East section line for a distance of 55.21 feet to a point which shall be the Point of Beginning;
Thence South 00°32'22" West continuing along said line for a distance of 861.80 feet;
Thence North 22°29'20" West for a distance of 455.78 feet to a ½ inch rebar;
Thence North 47°45'24" West for a distance of 499.95 feet to a ½ inch rebar;
Thence North 00°24'20" West for a distance of 109.37 feet to a ½ inch rebar;
Thence South 89°30'01" East for a distance of 553.36 feet to the Point of Beginning.

Township 14 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 33: Part of the NW¼SW¼, more particularly described as follows:
Beginning at the W¼ Section corner of said Section 33, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°32'22" West along the West section line for a distance of 917.01 feet to a point which shall be the Point of Beginning;
Thence South 22°29'20" East for a distance of 40.07 feet to a ½ inch rebar;
Thence South 01°05'41" West for a distance of 354.55 feet to a ½ inch rebar to the South line of the NW¼SW¼;
Thence South 89°44'10" West for a distance of 12.24 feet to the Southwest corner of the NW¼SW¼ marked by a 5/8 inch rebar;
Thence North 00°32'22" East along the West section line for a distance of 391.58 feet to the Point of Beginning.

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 4: Part of the W¼, more particularly described as follows:
Beginning at the Northwest section corner of said Section 4 said corner marked by an U.S. General Land Office iron pipe with brass cap on top which shall be the Point of Beginning;
Thence North 89°49'38" East along the North section line for a distance of 259.00 feet to a ½ inch rebar;
Thence South 00°07'09" West for a distance of 463.93 feet to a ½ inch rebar;
Thence South 25°14'38" East for a distance of 799.27 feet to a ½ inch rebar;
Thence South 00°45'14" West for a distance of 786.45 feet to a ½ inch rebar;
Thence South 24°39'54" West for a distance of 873.79 feet to a ½ inch rebar;
Thence South 00°32'26" West for a distance of 1194.64 feet to a ½ inch rebar;
Thence South 04°06'36" West for a distance of 1163.69 feet to a ½ inch rebar;

Thence South 34°59'32" West for a distance of 174.45 feet to the Southwest section corner marked by a U.S. General Land Office iron pipe with brass cap on top;

Thence North 00°19'04" West along the West section line for a distance of 5264.81 feet to the Point of Beginning.

Save and Except, the following described tract:

Beginning at the Southwest Corner of Section 4, said corner marked by a brass cap; Thence North 00°19'05" West along the West line of Section 4 for a distance of 1383.09 feet to the Point of Beginning;

Thence North 00°19'05" West along the west line of Section 4 for a distance of 648.89 feet;

Thence South 88°24'43" East for a distance of 201.56 feet to a ½ inch rebar;

Thence South 00°32'26" West for a distance of 642.88 feet to a ½ inch rebar;

Thence South 89°52'11" West for a distance of 191.82 feet to the Point of Beginning.

Section 5: All, Excepting Therefrom the following described tracts:

Tract No. 1:

Beginning at the Northwest Corner of Section 5, said corner marked by an iron pipe which shall be the Point of Beginning;

Thence North 89°50'04" East (East, rec.) along the North line of Section 5 for a distance of 227.15 feet (240 feet, rec.);

Thence South 25°24'59" West (S 25°48' W, rec.) for a distance of 259.68 feet (338 feet, rec.) to a 5/8 inch rebar;

Thence South 03°13'42" East (S 2°57' E, rec.) for a distance of 369.89 feet (385 feet, rec.) to a 5/8 inch rebar;

Thence South 17°54'07" East (S 17°45' E, rec.) for a distance of 308.51 feet (310 feet, rec.) to a ½ inch rebar;

Thence South 11°48'19" West (S 12°08' W, rec.) for a distance of 431.97 feet (360 feet, rec.) to the South line of the NW¼NW¼;

Thence South 89°45'19" West (West, rec.) for a distance of 138.96 feet (139 feet, rec.) to the Southwest Corner of the NW¼NW¼;

Thence North 00°10'30" West (North, rec.) along the West line of Section 5 for a distance of 1320.19 feet (1320 feet, rec.) to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest Corner of the SW¼NW¼ of Section 5, said corner marked by an iron pipe which shall be the Point of Beginning;

Thence North 89°45'19" East (East, rec.) along the North line of the SW¼NW¼ for a distance of 138.96 feet (139 feet, rec.);

Thence South 11°48'19" West (S 12°08' W, rec.) for a distance of 3.13 feet to a 5/8 inch rebar;

Thence South 02°21'05" West (S 2°33' W, rec.) for a distance of 262.95 feet (263 feet, rec.) to a 5/8 inch rebar;

Thence South 88°31'36" East (S 88°20' E, rec.) for a distance of 284.00 feet (285 feet, rec.) to a ½ inch rebar;

Thence South 10°00'56" East (S 9°48' E, rec.) for a distance of 129.56 feet (130 feet, rec.) to a ½ inch rebar;

Thence South 42°49'32" West (S 43°22' W, rec.) for a distance of 133.92 feet (134 feet, rec.) to a 5/8 inch rebar;

Thence South 33°36'40" West (S 33°53' W, rec.) for a distance of 308.21 feet (307 feet, rec.) to a ½ inch rebar;
Thence South 65°29'59" West (S 65°37' W, rec.) for a distance of 186.58 feet (180 feet, rec.) to a ½ inch rebar on the West line of Section 5;
Thence North 00°10'30" West (North, rec.) along said line for a distance of 832.36 feet (815 feet, rec.) to the Point of Beginning.

Tract No. 3:

Beginning at the South ¼ Corner of Section 5, said corner marked by a 5/8 inch rebar;
Thence North 00°15'08" West along the east line of the SW¼ for a distance of 1296.05 feet to the Point of Beginning;
Thence North 89°23'48" West for a distance of 39.80 feet to a ½ inch rebar;
Thence North 89°23'48" West for a distance of 1712.98 feet to a ½ inch rebar;
Thence South 55°43'09" West for a distance of 164.72 feet to a ½ inch rebar;
Thence North 89°16'27" West for a distance of 48.55 feet to a ½ inch rebar;
Thence North 61°07'30" West for a distance of 162.18 feet to a ½ inch rebar;
Thence North 89°24'40" West for a distance of 562.97 feet to the West line of Section 5;
Thence North 00°10'33" West along the west line of Section 5 for a Distance of 1209.18 feet to a ½ inch rebar;
Thence North 59°47'22" East for a distance of 293.62 feet to a ½ inch rebar;
Thence South 09°01'49" East for a distance of 577.38 feet to a 5/8 inch rebar;
Thence South 28°43'28" East for a distance of 380.69 feet to a 5/8 inch rebar;
Thence along a non tangent curve to the left for a distance of 690.30 feet to a 5/8 inch rebar, said curve having a radius of 1185.41 feet, a delta angle of 33°21'55", and a long chord bearing of South 52°20'13" East for a distance of 680.59 feet;
Thence South 89°31'57" East for a distance of 736.75 feet to a ½ inch rebar;
Thence along a non tangent curve to the left for a distance of 559.81 feet to a ½ inch rebar, said curve having a radius of 1155.83 feet, a delta angle of 27°45'01", and a long chord bearing of North 60°26'57" East for a distance of 554.35 feet;
Thence North 38°05'46" East for a distance of 411.83 feet to a ½ inch rebar;
Thence North 68°16'25" East for a distance of 73.82 feet to a ½ inch rebar;
Thence North 68°16'25" East for a distance of 37.98 feet to the East line of the SW¼ of Section 5;
Thence South 00°15'08" East along said line for a distance of 658.88 feet to the Southeast Corner of the NE¼SW¼;
Thence South 00°15'08" East along the East line of the SW¼ of Section 5 for a distance of 21.41 feet to the Point of Beginning.

Tract No. 4:

Beginning at the South ¼ Corner of Section 5, said corner marked by a 5/8 inch rebar;
Thence North 00°15'08" West along the East line of the SW¼ for a distance of 1382.67 feet to the Point of Beginning;
Thence North 00°15'08" West along the West line of the SE¼ of Section 5 for a distance of 1651.55 feet;
Thence North 90°00'00" East for a distance of 15.41 feet to a ½ inch rebar;
Thence along a non tangent curve to the left for a distance of 1355.58 feet to a ½ inch rebar, said curve having a radius of 1732.23 feet, a delta angle of 44°50'16", and a long chord bearing of South 45°49'19" East for a distance of 1321.26 feet;

Thence South 88°08'49" East for a distance of 1073.75 feet to a ½ inch rebar;
 Thence South 01°43'09" East for a distance of 18.37 feet to a ½ inch rebar;
 Thence South 88°24'43" East for a distance of 609.64 feet to the east line of
 Section 5;
 Thence South 00°19'05" East along said line for a distance of 648.89 feet;
 Thence South 89°52'11" West for a distance of 2062.54 feet to a ½ inch rebar;
 Thence South 89°17'12" West for a distance of 539.69 feet to a ½ inch rebar;
 Thence South 89°17'12" West for a distance of 40.28 feet to the Point of
 Beginning.

Section 8: NE¼, N¼SE¼ and N¼NW¼
 Section 17: NE¼SW¼

Parcel No. 18:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
 Idaho

Section 6: Beginning at the Southeast corner of the SE¼ of said Section 6;
 Running thence West 266 feet to the center line of U.S. Highway No. 30
 South;

Thence running North 13 degrees 47' West 405 feet along the center line of
 U.S. Highway No. 30 South;
 Running thence North 12 degrees 3' West 1642 feet;
 Running thence North 61 degrees 32' East 270 feet;
 Running thence North 9 degrees 53' West 518 feet to the North boundary line
 of the SE¼ of said Section 6;
 Thence running East 151 feet along said North boundary line of the said SE¼
 of said Section 6;
 Thence running in the SE¼NE¼ of said Section 6, North 28 degrees 59' East
 125 feet;
 Thence South 67 degrees 14' East 175 feet;
 Thence South 13 degrees 54' East 31 feet to the North boundary line of the
 SE¼ of said Section 6;
 Thence running South 13 degrees 54' East 111.5 feet;
 Thence running East 150 feet to the East boundary line of the said SE¼ of
 said Section 6;
 Thence South 2530 feet along the said East boundary line of the said SE¼ of
 said Section 6 to the Point of Beginning.

Excepting Therefrom, the following described tracts:

Tract No. 1:

That portion conveyed for road purposes.

Tract No. 2:

Beginning at the Southeast Corner of Section 6, said corner marked by a 5/8
 inch rebar; Thence North 00°10'30" West along the East line of Section 6 for a
 distance of 1317.87 feet to the Point of Beginning;
 Thence North 89°24'40" West for a distance of 511.14 feet to a ½ inch rebar
 on the easterly right of way of State Highway 81;
 Thence North 12°16'51" West along said right of way for a distance of 706.79
 feet to a ½ inch rebar;
 Thence North 59°26'51" East (N 61°32' E, rec.) for a distance of 219.23 feet to
 a ½ inch rebar;
 Thence North 09°57'09" West (N 9°53' W, rec.) for a distance of 515.80 feet

(518 feet, rec.) to the North line of the SE¼ of Section 6;
Thence North 89°48'39" East (East, rec.) along said line for a distance of
151.00 feet to a ½ inch rebar;
Thence North 35°22'16" East (N 28°59' E, rec.) for a distance of 124.36 feet
(125 feet, rec.) to a 1½ inch iron pipe;
Thence South 66°56'05" East (S 67°14' E, rec.) for a distance of 175.23 feet
(175 feet, rec.) to a ½ inch rebar;
Thence South 13°36'00" East (S 13°54' E, rec.) for a distance of 32.88 feet (31
feet, rec.) to the South line of the NE¼ of Section 6;
Thence South 13°36'00" East (S 13°54' E, rec.) for a distance of 109.81 feet
(111.5 feet, rec.) to a ½ inch rebar;
Thence South 89°41'56" East (East, rec.) for a distance of 140.34 feet (150
feet, rec.) to a ½ inch rebar on the east line of Section 6;
Thence South 00°10'33" East along the East line of Section 6 for a distance of
1209.18 feet to the Point of Beginning.

Parcel No. 19:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 8: S½SW¼

Section 17: NW¼

Parcel No. 20:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 6: S½NE¼, SE½SW¼, W½SE¼, E½SE¼, Excepting Therefrom all that portion lying
East of U.S. Highway No. 30 South, and Except Highway Right of Way.

Section 7: E½NW¼, NE¼, NE½SW¼, N½SE¼, Except that portion of said NE¼ lying East
of U.S. Highway No. 30 South, and Except Highway Right of way.

Parcel No. 21:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 17: NW¼SW¼

Parcel No. 22:

Township 15 South, Range 26 East of the Boise Meridian, Cassia County, Idaho

Section 24: NE¼NE¼, S½N¼, NE½SW¼, SE¼, Less that portion deeded to Raft River
Highway District for highway purposes.

Section 25: N½NE¼, N½NW¼

Section 26: NE¼

Parcel No. 23:

Township 15 South, Range 26 East of the Boise Meridian, Cassia County, Idaho

Section 23: N½SE¼SE¼, SE¼SE¼SE¼

Section 24: W½SW¼ and SE½SW¼

Parcel No. 24:

Township 15 South, Range 26 East of the Boise Meridian, Cassia County, Idaho

Section 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel No. 25:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 18: All of Lot 4 Except the North two rods thereof.

Section 19: Lots 1, 2 and 3, LESS a three rod right-of-way along the East side of Lots 2 and 3.
Also Less that portion deeded to Raft River Highway District for highway purposes.

Parcel No. 26:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

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

Section 18: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel No. 27:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 20: Beginning at a point 1200 feet West of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20;

Thence West 1440 feet;

Thence South 2220 feet;

Thence East 440 feet to the West boundary line of Clear Creek;

Thence in a Northeasterly direction along the West boundary line of Clear Creek, approximately 2409 feet to the Point of Beginning.

Excepting the following described tract:

Beginning at the Northwest corner of said Section 20;

Thence South 3474 feet more or less to the True Point of Beginning;

Thence East 100 feet;

Thence South 60 feet;

Thence West 100 feet;

Thence North 60 feet to the True Point of Beginning.

Parcel No. 28:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 29: W $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$

Section 20: S $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, Excepting Therefrom the following described tract:

Beginning at a point 1,200 feet West of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20;

Thence West 1440 feet;

Thence South 2220 feet;

Thence East 440 feet to the West boundary of Clear Creek;

Thence Northeasterly along the West boundary line of Clear Creek approximately 2409 feet to the Point of Beginning.

Parcel No. 29:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County, Idaho

Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel No. 30:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$

Parcel No. 31:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 7: Lot 4 Less the following described tract:

Beginning at the Northwest corner of said Lot 4;

Thence East along the North boundary line of said Lot, 100 feet;

Thence South parallel with the West boundary line of said Lot, 100 feet;

Thence West parallel with North boundary line of said Lot, 100 feet;

Thence North along the West boundary line of said Lot, 100 feet to the Point
of Beginning.

Section 18: Lot 1 and Lot 2

Parcel No. 32:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel No. 33:

Township 15 South, Range 27 East of the Boise Meridian, Cassia County,
Idaho

Section 8: S1/2NW1/4 and N1/2SW1/4, EXCEPTING that portion deeded to
the State of Idaho for highway purposes.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at the Southeast corner of the N1/2SW1/4 of said Section 8, said
corner being North 63°48'02" West 2949.58 feet from the Southeast corner of
said Section 8; Thence South 89°40'04" West along the South line of the
N1/2SW1/4 of Section 8 for 55.32 feet to the Easterly right-of-way line of
State Highway 81; Thence along said right-of-way line North 42°25'50" West
855.37 feet; Thence North 89°33'22" East 629.79 feet to the East line of the
N1/2SW1/4 of said Section 8; Thence along said East line South 00°14'24"
East 635.91 feet to the Point of Beginning.

The above described Parcels 1 through 33 include all appurtenances and
improvements including, but not limited to all water and water rights,
ditches and ditch rights, wells and well rights, which are or may be used on
or in connection with the above described real property at the present time or
any time hereafter including, but not limited to, adjudicated water rights and

decrees ad priorities therefore; unadjudicated water rights and appropriations; rights in water from tributary and non-tributary sources, whether surface or underground; conditional water rights; rights existing under well permits issued by the State Engineer; rights and permits in designated groundwater basins; rights in non-tributary water existing by virtue of land ownership; all rights in non-tributary water existing by virtue of land ownership; all rights, shares or allotments or water in ditch companies; conservancy districts, or other water distribution organizations and all shares of stock and other instruments evidencing a right to such water; all aboriginal rights, pueblo rights, reserve rights and other rights not derived from state law; all rights claimed under contract, exchange or plans of augmentation; all canals, reservoirs, pipelines, tunnels; and rights of way appurtenant to or used in connection with the above described real property and including, but not limited to the following rights and interests:

Pinnacle Great Plains Operating Company, LLC
Groundwater

<u>Water Right Number</u>			
1.	43-4065	36.	43-12656
2.	43-10132	37.	43-13659
3.	43-2278	38.	43-13661
4.	43-10240	39.	43-2410
5.	43-4095	40.	43-11247
6.	43-2327		
7.	43-2461		
8.	43-2509B		
9.	43-2299B		
10.	43-2276		
11.	43-4035		
12.	43-2521		
13.	43-2534A		
14.	43-2381A		
15.	43-10535		
16.	43-2341		
17.	43-2513		
18.	43-10526		
19.	43-2285B		
20.	43-2554B		
21.	43-10517		
22.	43-13102		
23.	43-13103		
24.	43-2363		
25.	43-2400		
26.	43-2554A		
27.	43-4003B		
28.	43-4130A		
29.	43-4131		
30.	43-10651		
31.	43-13077		
32.	43-2386B		
33.	43-13657		
34.	43-13658		
35.	43-13660		

Pinnacle Great Plains Operating Company, LLC
Surface Water Rights

Water Right Number

1. 43-174
2. 43-178A
3. 43-46
4. 43-128A
5. 43-129
6. 43-130
7. 43-131
8. 43-2167A
9. 43-222A
10. 43-222B
11. 43-315
12. 43-10649
13. 43-10650
14. 43-89
15. 43-90
16. 43-201
17. 43-202
18. 43-203
19. 43-204
20. 43-2358
21. 43-13076
22. 43-206
23. 43-13119
24. 43-116
25. 43-117
26. 43-118
27. 43-119
28. 43-111
29. 43-82A
30. 43-13120

EXHIBIT B
Collateral

The security interest being taken in the property described below is in addition to any not in lieu of any other security interest or U.C.C. Financing Statements of record now held by or in favor of the Secured party. All references herein shall include all additions, replacements, renewals and substitutions of the items described herein.

1) All irrigation and drainage equipment, of every nature whatsoever, owned or to be owned by the Debtor(s), whether located on or off the premises described on Exhibit A attached hereto (the "Premises"), including, but not limited to, wells, motors, delivery systems, mainlines, solid set, drag lines, tow lines, center pivot or other sprinklers, pumps, gearheads, above ground and below ground pipe, sprinkler heads and risers together with all additional accessions and substitutions thereto and any and all allied equipment, including, by way of example but not limited to electric panels, control boxes, wiring, pipes, valves, elbows, flanges, reducers, plugs, risers and sprinklers, moveable equipment necessary to operate the system, which is now or hereafter installed and all replacements thereof, additions thereto, and substitutions therefore and also including but not limited to the following property:

Those items listed on Exhibit B-1 attached hereto,

also, all the following:

2) (a) All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof under power of eminent domain.

(b) Intentionally deleted;

(c) All leases and contracts related to or pertaining to the Premises and/or the Collateral (Collateral being defined as all matters stated herein and/or as set forth in any Security Agreement executed by Debtors in favor of the Secured party) and any and all guaranties thereof;

(d) All causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Premises and/or the Collateral and all other tangible and intangible property and rights relating to the Premises and/or the Collateral or its operations, or to be used in connection with the Premises and/or the Collateral, including, but not limited to all agreements, licenses, governmental authorizations or permits pertaining to the Premises and/or Collateral or the development, ownership, management or operation thereof;

(e) Intentionally deleted;

(f) All accounts, contract rights and general intangibles (including any rents, issues, profits, insurance proceeds and condemnation awards or compensation) arising out of or incident to the ownership, development or operation of the Premises and/or Collateral;

(g) All water rights including rights of Debtor(s) to water for irrigation or other purposes, including, but not limited to Debtor(s)' riparian rights, rights to subsurface water, rights now or in the future obtained in water available through irrigation projects, whether public or private, together with all rights and ownership in any water stock owner in

connection with a right to receive water for use upon or in connection with the Premises (to the fullest extent such rights are not deemed to be interests in real property) now or hereafter relating to or used in connection with the Premises described on Exhibit A including any water rights and interests described therein;

(h) All crop allotments and rights to crop bases as designated, assigned or approved by the United States Department of Agriculture, the Commodity Credit Corporation, the Farm Service Agency (FSA), or any other governmental agency or department, whether federal, state or local, any and all entitlements of Debtor(s), rights of Debtor(s) (including, without limitation, the right to receive, directly or indirectly, payment whether in cash, such as deficiency payments as provided for in 7 C.F.R. Section 1413 or similar or successor statutory provisions, in-kind or otherwise) under any contract or program or agreement with the United States Department of Agriculture, the Commodity Credit Corporation, the Farm Service Agency, or any other governmental agency or department (whether federal, state or local), including without limitation, under the Conservation Reserve Program, relating to the real property described on Exhibit A attached hereto, or the development, ownership, management or operation thereof, set aside programs, payment in kind programs and government loans which are or may hereafter become available for use in connection with the Premises;

(i) All storage buildings, barns, silos, bins and similar structures together with all equipment and machinery attached to, used in connection with or related thereto;

(j) All rights to drain the Premises, including rights in drainage districts (and the right to vote for and elect representative in such drainage districts) together with all rights of Debtor(s) in agricultural cooperative for milling, ginning, grinding, storage and marketing of crops harvested from the Premises;

(k) All additions to, and substitutions, renewals, replacements, products and proceeds of any of the foregoing; and

(l) All oil, gas, mineral and other interests of Debtor(s), including, but not limited to, "as-extracted collateral" as that term is defined in the Uniform Commercial Code.

Exhibit B-1

North Parcel

1. Well: 200 hp Newman motor with Layne & Bowler turbine pump
2. Booster: 50 hp Baldor motor with Cornell centrifugal pump
3. 3 - 8 tower Reinke pivots
4. Several thousand feet of buried PVC mainline of various sizes
5. All electrical components, sprinkler packages, clamps, gaskets, etc., necessary for the operation of the irrigation system as outlined.

South Parcel

The various numbering systems of the wells provided by the owner is also referenced in the following list of irrigation equipment.

1. New Well #1: 400 HP US motor with Layne turbine pump
2. Yaskawa Variable Frequency Drive system
3. New Well #2: 400 HP US motor with Layne turbine pump
4. New Well #3: 400 HP US motor with Layne turbine pump
5. New Well #4: 400 HP US motor with Layne turbine pump
6. New Well #5: 400 HP US motor with Layne turbine pump
7. CP1 Well: 200 hp Newman motor with Johnston turbine pump
8. CP2 Well: 200 hp US motor with Layne & Bowler turbine pump
9. Well 1: 150 hp US motor with Layne & Bowler turbine pump
10. Booster: 40 hp Baldor motor with Paco centrifugal pump
11. Well 2: 150 hp GE motor with Johnston turbine pump
12. Well 3: 125 hp GE motor with Layne & Bowler turbine pump
13. Booster West of Well 3: 30 hp Baldor motor with Paco centrifugal pump
14. Well 5: 200 - 250 HP Newman Motor with Layne Turbine Pump
15. Well 6: 100 hp GE motor with Peerless turbine pump
16. Well 7: 125 hp US motor with Johnston turbine pump
17. Well 8: 200 hp GE motor with Johnston turbine pump
18. Booster: 125 hp Baldor motor with Paco centrifugal pump
19. Well 9: 75 hp GE motor with Layne & Bowler turbine pump
20. Well 10: 250 hp Westinghouse motor with Johnston turbine pump
21. Well 11: 200 hp GE motor with Johnston turbine pump

22. Well 12: Steed Farm - 50 hp GE motor with Layne and Bowler turbine pump
23. Booster: Steed Farm - 40 hp Marathon motor with Berkeley turbine pump
24. Raft River pump: 100 hp GE motor with Johnston turbine pump
25. Raft River pump: 75 hp GE motor with Johnston turbine pump
26. Clear Creek pump: 100 hp US motor with Layne turbine pump
27. 2 - 6 tower Zimmatic pivots with low pressure sprinkler package
28. 8 - 7 tower Zimmatic pivots with low pressure sprinkler package
29. 1 - 8 tower Zimmatic pivots with low pressure sprinkler package
30. 3 - 9 tower Zimmatic pivots with low pressure sprinkler packages
31. 1 - 13 tower Zimmatic pivot with low pressure sprinkler package
32. 2 - 8 tower Valley pivots with low pressure sprinkler packages
33. 10 - 7 tower Valley pivots with low pressure sprinkler packages
34. 1 - 3 tower Valley Pivot with low pressure sprinkler package
35. 1 - 7 tower Reinke pivot with low pressure sprinkler package
36. 6 - 8 tower Reinke pivots with low pressure sprinkler packages
37. 10 - wheel lines of approximately ¼ mile in length
38. Approximately 3 - 4 handlines of approximately ¼ mile in length
39. Numerous miles of buried PVC mainline ranging from 6" - 18" in size
40. All valve openers, end plugs, hoses, electrical components, sprinkler packages, rainbirds, hooks, clamps, gaskets, etc., necessary for the operation of the irrigation system as outlined.

Bridge Farm (Idaho)

Irrigation Equipment

<u>Description</u>	<u>Quantity</u>
Irrigation Motors	22
Irrigation Pumps	22
Irrigation Gearheads	
Irrigation Pump Panels	22
Irrigation Pivots	30
New Valley Pivot V7000 - G(55114)	1
New Valley Pivot V7000 - G(55104)	1
New Valley Pivot V7000 - G(55088)	1