

STATE OF IDAHO DEPARTMENT OF WATER
RESOURCES**Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed or
final action to amend, transfer, or otherwise modify the water right(s)**Attach pages with additional information. Incomplete forms will be
returned.**RECEIVED**
MAY 16 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION

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

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00** per water right or adjudication claim.

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

Metropolitan Life Insurance Company
10801 Mastin Blvd, Suite 900
Overland Park, KS 662104. Name of Water Right Owner/Claimant(s) Standlee Family Limited Partnership
Michael Standlee and Whendy Standlee5. Expiration Date of Notification Period 12/1/20366. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

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

Title, if applicable

David C. Russell
Director**For Office Use Only**
 Received by DM Date 5-16-2016 Receipt No. 5035459 Fee \$1,025-
 Processed by AJ _____ Date _____ WR _____ Date _____
SUPPORT DATA**IN FILE #** 34-2272A

Exhibit A

Water Rights

Owner	Water Right	Water Source	Priority Date	Decree Date
Standlee Family Limited Partnership	36-7093	Waste Water	11/17/1969	8/27/2001
	36-7065	Waste Water	6/11/1969	8/27/2001
	36-7141	Waste Water	11/2/1970	8/27/2001
	36-7144	Waste Water	11/18/1970	8/27/2001
	36-16527	Ground Water	4/1/1955	8/27/2001
	36-16500	Ground Water	4/1/1984	8/27/2001
	36-2243	Ground Water	2/2/1954	8/27/2001
	36-15119	Ground Water	3/1/1975	8/27/2001
	36-2303	Ground Water	6/11/1956	8/27/2001
	36-15178	Ground Water	3/1/1975	8/27/2001
Mike and Whendy Standlee	36-10832	Ground Water	1/1/1941	11/26/1996
	36-10917	Ground Water	5/1/1957	11/22/1996

Current Owner	Water Right	Water Source	Priority Date	Decree Date
Standlee Family Limited Partnership	34-7039	Ground Water	6/25/1973	12/14/2001
	34-2315	Ground Water	1/7/1955	11/24/2000
	34-2358A	Ground Water	2/1/1961	11/24/2000
	34-2417A	Ground Water	5/1/1983	11/24/2000
	34-2419A	Ground Water	5/1/1984	11/24/2000
	34-2429B	Ground Water	6/22/1961	11/24/2000
	34-2472A	Ground Water	12/29/1965	11/24/2000
	34-12419	Ground Water	5/1/1980	5/9/2001
	34-10036	Big Lost River	5/20/1884	6/27/2002
	34-2272A	Waste Water	4/1/1981	5/22/2001
	34-2308A	Waste Water	4/1/1981	5/22/2001

Current Owner	Water Right	Water Source	Priority Date	Decree Date
	34-7154	Ground Water	1/16/1976	11/24/2000
	34-7122B	Ground Water	1/16/1976	4/13/2001
	34-7059C	Ground Water	1/15/1974	5/22/2001
	34-14182	Big Lost River	3/27/1899	5/22/2001
	34-14184	Big Lost River	5/20/1884	5/22/2001
	34-14186	Ground Water	5/29/1961	11/24/2000
	34-14188	Ground Water	4/20/1961	3/19/2001
	34-14174	Big Lost River	5/20/1884	12/14/2001
	34-14176	Big Lost River	6/01/1883	12/14/2001
	34-14178	Big Lost River	3/27/1899	12/14/2001
	34-14180	Ground Water	4/20/1961	12/14/2001
	34-7136	Ground Water	3/26/1976	6/25/2002
	34-7169	Ground Water	1/6/1977	6/25/2002
	34-7080A	Ground Water	9/23/1974	6/25/2002
	34-10781	Ground Water	7/23/1976	11/15/1996
	34-10782	Ground Water	4/1/1934	11/15/1996
	34-10820	Ground Water	10/1/1979	11/15/1996
	34-10821	Ground Water	11/1/1962	11/15/1996

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Metropolitan Life Insurance Company
205 E River Park Circle, Suite 330
Fresno, CA 93720
Attn: Loan Manager 16266624

NO. 1053730
RECORDED
APR 27 2016
A.M. 1:35 P.M.
BUTTE COUNTY RECORDER
Don Barrett

Space above this line for Recorder's Use

Standlee Hay - Loan No. 198177

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

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of April 25, 2016, and is by MICHAEL GENE STANDLEE, a/k/a Mike Standlee ("**Michael Standlee**"), and WHENDY LEE STANDLEE ("**Whendy Standlee**"), husband and wife; STANDLEE HAY COMPANY, INC., an Idaho corporation ("**Standlee Hay**"); STANDLEE AG RESOURCES, an Idaho general partnership ("**Standlee AG**"); and STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("**Standlee Family LP**") (Michael Standlee, Whendy Standlee, Standlee Hay, Standlee AG, and Standlee Family LP are herein individually and collectively, "**Grantor**"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Mortgagee**").

Mortgagee has agreed to make a loan to Grantor in the original principal sum of \$8,115,000.00 under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage (the "**Note**").

Mortgagee has also agreed to make additional loans in the original principal amounts of (i) \$16,750,000.00 under the terms and conditions of the Promissory Note designated as evidencing Loan No. 198175, and (ii) up to \$2,300,000.00 under the terms and conditions of the Promissory Note designated as evidencing Loan No. 198176 each by Grantor in favor of Mortgagee dated as of the date of this mortgage (together with the Note, the "**Related Notes**").

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

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Related Notes and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan No. 198177
85668437.3 0053564-00245

collectively, the "**Property**"); (1) the real estate and any interest in the real estate located in Butte County, Idaho, and described in EXHIBIT A (the "**Land**"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) including, without limitation, all forage grinding, processing, pressing, packaging, storage and shipping equipment (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto (the "**Easements**"); (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT B ("**Water Rights**"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water, including the shares described on EXHIBIT C (individually and collectively, the "**Water Stock**") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral" (the "**Mineral Rights**"); (9) timber now or hereafter standing on or cut from the Land; (10) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (11) permits and licenses relating or pertaining to the use or enjoyment of the Property; (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "**Insurance Claims**"); (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements (the "**Condemnation Awards**"); (14) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; (15) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

The indebtedness evidenced by the Related Notes is also secured by a first priority Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith and granted by Grantor with regard to certain real and personal property located in Jerome County, Idaho (the "**Jerome County Mortgage**").

ARTICLE 2 - ASSIGNMENT OF RENTS

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

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

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

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

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

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property to the extent and which may be characterized as personal property (the "Personalty"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

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

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

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "Secured Obligations"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all obligations of Grantor under the Jerome County Mortgage; (4) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (5)

any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

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

General. The scheduled maturity date of the Note is December 1, 2036. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "Loan Documents"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity, dated as of the date hereof). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Note expressly provides that Lender may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

Maximum Interest Rate. Notwithstanding any provision of this mortgage to the contrary: (1) no interest will be due on any amount due under this mortgage if, under Applicable Law, Mortgagee is not permitted to take, receive, reserve or charge interest on that amount; and (2) in all other cases, interest due on the Secured Obligations will be calculated at a rate not to exceed the Maximum Rate. If Grantor is requested by Mortgagee to pay interest on any amount secured by this mortgage at a rate greater than the Maximum Rate, the amount of interest due on that amount will be deemed the Maximum Rate and all payments in excess of the Maximum Rate will be deemed to have been principal prepayments without prepayment fee or premium, and not interest. All amounts other than interest which are charged, reserved, paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Obligations will, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread over the full stated term of the Secured Obligations, so that the rate of interest on account of the Secured Obligations does not exceed the Maximum Rate for so long as any of the Secured Obligations is outstanding.

Cross-Collateralization. Grantor hereby acknowledges and agrees that an express condition of the Loan is that each of the Related Notes are secured by this mortgage and the Jerome County Mortgage, and that an Event of Default under any of the Related Notes, this Mortgage or the Jerome County Mortgage shall constitute an Event of Default under all such instruments and this mortgage.

Notwithstanding the cross-collateralization of the Related Loans, Grantor may request to modify this mortgage and the Jerome County Mortgage to remove the cross-collateralization of the Related Loan, subject to Grantor's satisfaction of all of the following conditions at its sole cost and expense except to the extent otherwise expressly waived by Mortgagee in writing in each instance: (1) at the time such modification is requested, no Event of Default exists and no act or omission which, solely by the giving of notice or the expiration of any applicable cure period, will become an Event of Default; (2) Grantor gives Mortgagee at least sixty (60) days' advance written notice of its request for such modification, accompanied by documents and information required by Mortgagee in its sole discretion; (3) the unpaid principal balance of each of the Loan Nos. 198175, 198176 and 198177 must not exceed fifty percent (50%) of the value of the collateral remaining for each Related Loan after such modification, as determined by Lender in its sole discretion; (4) Mortgagee is provided, at Grantor's cost, an endorsement

to its mortgagee policy of title insurance, satisfactory to Mortgagee insuring the continued priority of this mortgage and the Jerome County Mortgage following such modification, subject only to such exceptions as are approved by Mortgagee in its sole discretion; (5) Grantor shall furnish Mortgagee all necessary documentation and information necessary to process said request; and (6) Grantor shall pay all reasonable fees, costs and expenses incurred by Mortgagee in connection with the consideration of any request for such modification under this Section, and in connection with the execution and delivery of any such partial release or modification, including without limitation, administrative, legal, appraisal and accounting fees and expenses, and all recording, title insurance premiums and title expenses, shall be borne solely by Grantor and Grantor agrees to pay all such fees, costs and expenses promptly upon presentation of an invoice therefor or upon demand by Mortgagee.

ARTICLE 5 – WARRANTY AND COVENANTS

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

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

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

Maintenance of Property. Grantor shall maintain and preserve all rights and privileges Grantor now has in the Property; and make any repairs, renewals or replacements to keep the Property in good working condition. Grantor shall keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

Water Rights. Grantor shall maintain the Water Rights during the term of the Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the

validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

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

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

Damages and Insurance and Condemnation Proceeds. Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees, incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking

and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Unsecured Environmental Agreement, by Mortgagee in favor of Lender and dated as of even date hereof, and otherwise to determine Grantor's compliance with this mortgage.

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

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

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

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

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

ARTICLE 6— EVENTS OF DEFAULT AND REMEDIES

Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

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

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

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

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

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

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

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

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

Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by

virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

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

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

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

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

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

information which Mortgagee may receive about Grantor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

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

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Lender will not be effective until actually received by Lender. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd., Ste 930, Overland Park, KS 66210, Attn: SSU Director, with a carbon copy to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, Attn: Director, CRO.

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

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

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

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

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

Waiver of Certain Other Laws. To extent permitted by Applicable Law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any Applicable Law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

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

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

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

Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, inter alia, indexed, adjusted, renewed or renegotiated and the lien of this mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

(Remainder of page intentionally left blank)

[SIGNATURE PAGE TO MORTGAGE]

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

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

GRANTOR

Address for notices:
947 South 1700 East
Eden, Idaho 83325

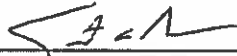

MICHAEL GENE STANDLEE
(a/k/a Michael G. Standlee and
Mike Standlee)

Address for notices:
947 South 1700 East
Eden, Idaho 83325

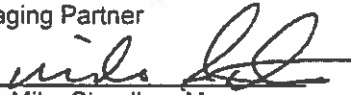

WHENDY LEE STANDLEE
(a/k/a Whendy Standlee)

Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE HAY COMPANY, INC., an Idaho corporation

By: 
Scott E. Plew
Its: Director and Chief Financial Officer / Executive Vice
President

Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE AG RESOURCES, an Idaho general partnership
By: Mike Standlee LLC, an Idaho limited liability company
Its: Managing Partner
By: 
Mike Standlee, Manager

Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership
By: 
Michael G. Standlee, as Trustee of the
Michael G. Standlee and Whendy L. Standlee
Management Trust
Its: General Partner

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

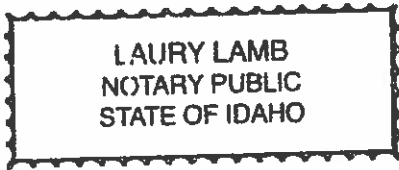
STATE OF IDAHO)
)ss.
COUNTY OF JEROME)

LAURY LAMB
NOTARY PUBLIC
STATE OF IDAHO

15

STATE OF IDAHO)
)ss.
COUNTY OF JEROME)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared Scott E. Plew, known or identified to me (or proved to me on the oath of STANDLEE HAY COMPANY, INC.), to be the Director and Chief Financial Officer/Executive Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



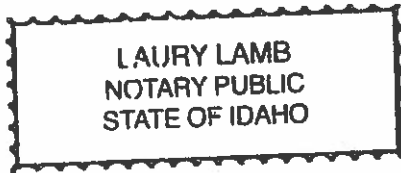
Laurie Lamb
 Notary Public for Idaho
 Printed Name: Laurie Lamb
 Commission Expires: 4/2/2022
 Residing: Jerome, ID

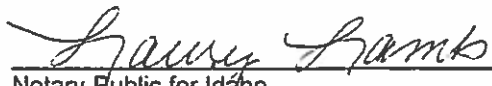
STATE OF IDAHO

)
)ss.
)

COUNTY OF JEROME

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared Mike Standlee, known or identified to me, to be one of the partners in the partnership of STANDLEE AG RESOURCES, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

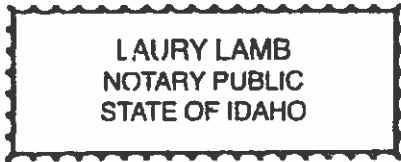




Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

STATE OF IDAHO)
)ss.
COUNTY OF JEROME)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared Michael G. Standlee, known or identified to me, to be one of the partners in the partnership of STANDLEE FAMILY LIMITED PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.



Laury Lamb
 Notary Public for Idaho
 Printed Name: Laury Lamb
 Commission Expires: 4/2/2022
 Residing: Jerome, ID

EXHIBIT A

Standlee Hay - Loan No. 198177

Loan No: 198177

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

Legal Description of Real Estate

Butte County, Idaho

Parcel No. 1:

Township 3 North, Range 25 E.B.M., Butte County, Idaho

Section 1: Lots 3 and 4 (N½NW¼); S½NW¼; SW¼; SW¼SE¼, TOGETHER WITH an easement 30 feet in width adjacent to and North of the East-West centerline of said Section 1, and running from the W½ of said Section to the County road along the East line of said Section.

Section 2: Lots 1 and 2 (N½NE¼); S½NE¼; SE¼

Parcel No. 2:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Section 5: SW¼SW¼

Section 6: Lots 1, 2, 3, 4 (N½N½); S½N½; S½

Section 7: Lots 1 and 2 (W½NW¼); E½NW¼ and the West 454 feet of the W½NE¼ and a portion of the NE¼, more particularly described as follows:

Beginning at a point on a curve that is created by an existing irrigation pivot that is N. 89°42'38" E., 454.00 feet along the Section line and S. 00°18'27" E., 544.88 feet from the N¼ corner of said Section 7 and running thence 1041.74 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 38°12'45", Chord bearing = S. 00°18'27" E., 1022.55 feet to a point that is 454.00 feet perpendicular to the West line of the NE¼ of said Section 7; thence N. 00°18'27" W., 1022.55 feet parallel with said West line of the NE¼ to the point of beginning.

EXCEPT:

Part of the S½SE¼ of Section 6, and part of the SW¼SW¼ of Section 5, all in Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at the Southeast corner of said Section 6 and running thence S. 89°52'24" W., 1698.16 feet along the Section line to a point on a curve created by an existing irrigation pivot; thence 2628.32 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 96°24'34", Chord bearing = N. 89°50'41" E., 2277.88 feet to the South line of said Section 5; thence S. 89°46'03" W., 630.88 feet along said South line to the point of beginning.

Parcel No. 3:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Exhibit A-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing

Standlee Hay

Loan No. 198177

85668437.3 0053564-00245

Section 19: E $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM:

Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 19, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho described as follows:

Beginning at a point that is S. 89°43'19" W., 1376.50 feet along the East-West Centerline through the section from the E $\frac{1}{4}$ corner of said Section 19 (said E $\frac{1}{4}$ corner being a found 1944 General Land Office brass cap monument) and running thence S. 89°43'19" W., 2577.82 feet along said East-West Centerline to the West line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 19; thence S. 01°07'31" W., 507.27 feet along said West line; thence N. 76°53'18" E., 1197.35 feet; thence S. 80°55'29" E., 499.35 feet; thence S. 88°56'17" E., 931.85 feet to the West line of an existing County Road; thence N. 00°31'36" W., 344.13 feet along said West line to the point of beginning.

Parcel No. 4:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: A parcel of land being generally described as a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, lying North of the field road in Section 30 and West of the curvature of an existing pivot described below.

Section 29: Portions of the NW $\frac{1}{4}$ of Section 29, Township 4 North, Range 26 E.B.M., Butte County, Idaho, lying South of the Lower Blaine Canal right of way; said parcel of land being more particularly described as follows:

Beginning at the NE corner of said Section 30; thence N 89°57'01" W along the North boundary of said Section 30, 1335.28 feet to the NW corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30; thence S. 0°21'24" W. along the West boundary of the E $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30, a distance of 2473.43 feet; thence S. 89°21'46" E. along the center line of said field road a distance of 1812.56 feet; thence N. 4°45'02" W., 35.91 feet to the point of curvature of a concave curve to the East, having a radius of 1350.31 feet, a central angle of 118°47'15", and a length of 2799.51 feet; thence N. 0°00'00" E., 14.77 feet to the Southerly boundary of the Lower Blaine Canal right of way; thence N. 89°52'28" W. along the Southerly boundary of said canal right of way a distance of 680.90 feet to the East boundary of said Section 30; thence N 0°43'57" E along said East boundary, Section 30, a distance of 126.97 feet to the NE corner of Section 30 and the point of beginning.

EXCEPTING from the above described parcel of land, that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30, being the Lower Blaine Canal right of way, said right of way being more particularly described as follows:

Commencing at the NE corner of said Section 30; thence S. 0°43'57" W., along the East boundary of said Section 30, a distance of 84.47 feet to the North boundary of said Canal right of way; thence along the North boundary of said Canal right of way the following three courses and distances; N. 89°55'23" W., 596.96 feet; N. 89°44'29" W., 263.68 feet; S. 89°40'19" W., 474.10 feet to the West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 30; thence S. 0°21'24" W. along said West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30, a distance of 36.00 feet to the South boundary of said canal right of way; thence along the South boundary of said canal right of way the following three courses and distances; S. 89°07'13" E., 474.37 feet; S. 88°26'11" E., 263.77 feet, N. 89°09'49" E., 596.48 feet to the East boundary of said Section 30; thence N. 0°43'57" E., along the East boundary of said Section 30 a distance of 42.50 feet to the North boundary of said canal right of way and point of beginning.

Exhibit A-2

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan No. 198177
85668437.3 0053564-00245

Parcel No. 5:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 17: SW¼; W½SE¼,

EXCEPTING THEREFROM the two irrigation wells located respectively:

Well No. 1: 521 feet North of the intersection of the Moore Canal, and the South line of the SW¼ of said Section 17, and 30 feet West of the Moore Canal.

Well No. 2: 200 feet North of Well No. 1, and 21 feet East of said canal.

ALSO EXCEPTING a piece of land around each well within a radius of 25 feet of each well.

ALSO EXCEPTING a parcel of land generally described as being a portion of the SW¼ of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows: Beginning at the Southwest Corner of said Section 17, from which the S¼ corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet; thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW¼ of said Section 17, a distance of 998.69 feet to a half inch diameter steel rod; thence S. 88°28'08" E. a distance of 633.48 feet to a half inch diameter steel rod; thence N. 53°01'00" E., a distance of 416.54 feet to a half inch diameter steel rod; thence S. 65°06'50" E. a distance of 419.50 feet to a half inch diameter steel rod; thence S. 11°13'08" E. a distance of 371.58 feet to a half inch diameter steel rod; thence S. 17°33'02" W. a distance of 171.18 feet to a half inch diameter steel rod; thence S. 41°46'07" W., a distance of 88.19 feet to a half inch diameter steel rod; thence S. 00°53'48" E., a distance of 133.53 feet to a half inch diameter steel rod; thence S. 44°52'18" W. a distance of 69.87 feet to a half inch diameter steel rod; thence S. 03°02'06" W. a distance of 281.36 feet to a half inch diameter steel rod on the South boundary of the SW¼ of said Section 17; thence N. 89°55'20" W., along the South boundary of the SW¼ of said Section 17, a distance of 1238.32 feet to the Southwest Corner of said Section 17, and the point of beginning.

ALSO EXCEPTING: Commencing at the S¼ corner of Section 17; thence N. 90°00'00" W., 1301.24 feet along the Section line to the Southeast corner of the SW¼SW¼; thence N. 90°00'00" W., 90.45 feet continuing along the Section line to the point of beginning; thence N. 90°00'00" W., 139.13 feet continuing along the Section line; thence N. 00°00'00" E., 230.30 feet; thence N. 90°00'00" E., 154.72 feet to a point that is 10 feet westerly from the centerline of an existing gravel driveway; thence S. 03°52'21" W., 230.83 feet parallel with and 10 feet west of said centerline of driveway to the point of beginning.

TOGETHER WITH A 20 foot easement for ingress and egress to the above described property described as being 10 feet both sides of the following described centerline: Commencing at the S¼ corner of Section 17, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho; thence N. 90°00'00" W., 1301.24 feet along the Section line to the Southeast corner of the SW¼SW¼; thence N. 90°00'00" W., 80.42 feet continuing along the Section line to the point of beginning; thence N. 03°52'21" E., 230.83 feet to the point of terminus of said centerline.

ALSO EXCEPTING part of the SW¼SE¼ of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho: Beginning at the Southeast corner of the SW¼SE¼ of said Section 17, said Southeast corner being N. 89°33'24" W., 1300.15 feet from the Southeast corner of said Section 17, and running thence N. 89°33'24" W., 1300.15 feet to the S¼ corner of said Section 17 and a point on a curve; thence 2050.37 feet along said curve to the left, Curve Data: Delta = 88°50'59", Radius = 1322.20 feet; Chord bearing = N. 44°38'03" E. 1851.02 feet to the East

Exhibit A-3

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
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line of said SW¼SE¼; thence S. 00°00'58" W., 1327.26 feet along said East line to the point of beginning.

Parcel No. 6:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 29: A fraction of the SW¼NW¼ of Section 29, described as: Beginning at the Southwest corner of said 40 acres; thence North 247 feet; thence East 640 feet; thence Southeast to a point on the South line of said 40 acres 990 feet East of the point of beginning; thence West 990 feet along the South line of said 40 acres to the place of beginning.

Parcel No. 7:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 29: W½SW¼SW¼; N½NW¼NE¼SW¼SW¼; NW¼SW¼, EXCEPT that portion described as follows:

A fraction of the NW¼SW¼ of said Section 29, more particularly described as follows: Beginning at the Northeast corner of said 40 acres; thence South 400 feet to a point on the East line of said 40 acres; thence West 330 feet; thence North 400 feet to a point on the North line of said 40 acres 330 feet West of the place of beginning; thence East 330 feet along the North line of said 40 acres to the place of beginning.

Parcel No. 8:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: SE¼SE¼; NE¼SE¼ and that portion of the SE¼NE¼ lying South of the field road AND a parcel of land in the SW¼NE¼ of said Section 30, described as follows:

Beginning at a point 2473.43 feet S. 0°21'24" W. of the Northwest corner of the NE¼NE¼ of said Section 30; thence N. 89°20'46" W., 55 feet to the West boundary line of a County Road; thence N. 0°21'24" E., 160 feet to the true point of beginning of the described parcel; thence continuing along the West boundary of said County Road N. 0°21'24" E., 350 feet to a point; thence S. 71° W., 560 feet, more or less, to a point; thence South 40 feet to a point; thence S. 76° E. (deeded as West in WD No. 13607, recorded February 8, 1984), a distance of 550 feet, more or less, to the true point of beginning.

Parcel No. 9:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 31: ALL, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Parcel #1: The West 300 feet of the NW¼NW¼.

Parcel #2:

E½NW¼NE¼NW¼NW¼;
W½NE¼NE¼NW¼NW¼;
NE¼SW¼NE¼NW¼NW¼;
NW¼SE¼NE¼NW¼NW¼

Exhibit A-4

Parcel #3: A portion of the NW¼NE¼, more particularly described as: Beginning at a point 1425.82 feet West of the Northeast corner of Section 31, which is the Northeast corner of the plot of land and the Point of Beginning; thence West 250 feet; thence South 400 feet; thence East 250 feet; thence North 400 feet to the Northeast corner of the plot of land and point of beginning.

Parcel #4: Beginning at the Northeast Corner of Section 31, Township 4 North, Range 26 E.B.M., Butte County, Idaho, and running thence S. 89°46'31" W., along the North line of said Section, 405 feet; thence S. 0°31'58" E., 400 feet; thence N. 89°46'31" E., 75 feet; thence S. 0°31'58" E., 300.00 feet; thence S. 19°17'21" E., 1026.27 feet to the East line of said Section 31; thence N. 0°31'58" W., 1670 feet to the point of beginning.

Parcel #5: A portion of the NE¼NW¼NW¼ of Section 31, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point 825 feet East and 495 feet South of the Northwest corner of said Section 31 (also described as the Southwest corner of the NE¼SW¼NE¼NW¼NW¼); thence South 132 feet; thence East 330 feet; thence North 132 feet to the Southeast corner of the NW¼SE¼NE¼NW¼NW¼; thence West 330 feet to the point of beginning.

Parcel No. 10:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 32: SE¼, NE¼, EXCEPT: Beginning at the corner of Sections 28, 29, 32, and 33, thence S 0°17' E, along the line between Sections 32 and 33, a distance of 208.71 feet; thence West on a bearing of S. 89°43' W., a distance of 208.71 feet; thence North on a bearing N. 0°17' W., a distance of 208.71 feet to a point on the South boundary of said Section 29; thence East on a bearing North 89°43' to the point of beginning.

Parcel No. 11:

Township 3 North, Range 25 E.B.M., Butte County, Idaho

Section 13: E½ and E½W½, EXCEPT that portion lying South of U.S. Highway 93 right-of-way.

TOGETHER WITH all right, title and interest in and to the real property and related fixtures and improvements granted under that certain Easement for Irrigation Well and Ditch Bill of Sale dated and recorded May 1, 1984 in the Official Records of Butte County, Idaho as Document No. 14000, over and across that certain real property described as follows:

Beginning at a corner 440 feet East of the North Quarter corner of Section 20, Township 4 North, Range 26 East Boise Meridian; thence South 100 feet; thence East 50 feet; thence North 100 feet; thence West 50 feet to the Point of Beginning.

And from the above described well site, along the North-South center line of Section 20, Township 4 North, Range 26 East Boise Meridian, to the North Boundary of the S½S½ of said Section.

Parcel No. 12:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Exhibit A-5

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
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Section 31: The West 300 feet of the NW¼NW¼

Parcel No. 13:

Township 4 North, Range 25 E.B.M., Butte County, Idaho

Section 26: SE¼

TOGETHER WITH all right, title and interest for ingress and egress, over and across that certain real property described as follows:

The North 32 feet of Section 36, Township 4 North Range 25 East Boise Meridian; and the North 32 feet of the NE 1/4 of Section 35, Township 4 North Range 25 East, Boise Meridian.

Parcel No. 14:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Parcel I: Part of the NW¼NE¼ of Section 7, Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point that is N. 89°52'24" E., 454.01 feet along the section line from the N¼ corner of said Section 7, and running thence N. 89°52'24" E., 507.43 feet along said section line to a point on a curve created by an existing irrigation pivot; thence 951.58 feet to the Left along said curve, Curve Data: Radius = 1562.00 feet, Delta = 34°54'18", Chord bearing = S. 24°11'15" W., 936.93 feet to a point on a curve created by an existing irrigation pivot; thence 439.78 feet to the Left along said curve, Curve Data: Radius = 1562.00 feet, Delta = 16°07'54", Chord bearing = N. 15°47'59" W., 438.33 feet to a point that is 454.00 feet perpendicular to the West line of the NE¼ of said Section 7; thence N. 00°33'26" W., 431.81 feet parallel with said West line to the point of beginning.

Parcel II: Part of the NE¼ of Section 7, Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point that is N. 89°52'20" E., 3095.19 feet along the East-West Centerline through the section from the W¼ corner of said Section 7, and running thence N. 89°52'20" E., 2203.11 feet along said East-West Centerline to the Southeast corner of the NE¼ of said Section 7; thence N. 00°30'13" W., 140.16 feet along the East line of said NE¼ to a point on a curve created by an existing irrigation pivot; thence 2807.80 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 102°59'35", Chord bearing = N. 59°13'49" W., 2444.75 feet to a point on a curve created by an existing irrigation pivot; thence 436.63 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 16°00'57", Chord bearing = S. 14°44'34" W., 435.20 feet to a point that is 454.00 feet perpendicular to the West line of the NE¼ of said Section 7; thence S. 00°33'26" E., 974.94 feet parallel with said West line to the point of beginning.

Parcel No. 15:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: W½E½; SE¼NW¼; E¼SW¼; Lot 4 (SW¼SW¼); Lot 2 (SW¼NW¼); and a parcel of land in Lot 3 (NW¼SW¼) of said Section 30, described as follows:

Beginning at the Northeast corner of said Lot 3 (NW¼SW¼), which is the real point of beginning;

Exhibit A-6

**Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
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thence South 1320 feet to a point which is the center of the SW¼; thence 1039 feet West along the South boundary of Lot 3 (NW¼SW¼) to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Northeasterly along a line parallel with said ditch to a point which is on the Northerly boundary of Lot 3 (NW¼SW¼) and 530 feet West of the real point of beginning; thence 530 feet East along said Northerly boundary to the real point of beginning.

EXCEPT THEREFROM the following three parcels:

Parcel 1: A parcel of land in the SW¼NE¼ of said Section 30, Township 4 North, Range 26 East of the Boise Meridian, described as follows:

Beginning at a point 2473.43 feet S. 0°21'24" W. of the Northwest corner of the NE¼NE¼ of said Section 30; thence N. 89°20'46" W., 55 feet to the West boundary line of a County Road; thence N. 0°21'24" E., 160 feet to the true point of beginning of the described parcel; thence continuing along the West boundary of said County Road N. 0°21'24" E., 350 feet to a point; thence S. 71° W., 560 feet, more or less, to a point; thence South 40 feet to a point; thence S. 76° E. (deeded as West in WD No. 13607, recorded February 8, 1984), a distance of 550 feet, more or less, to the true point of beginning.

Parcel 2: A parcel of land in Lot 4 (SW¼SW¼) of said Section 30, more particularly described as follows:

Beginning at the Northwest corner of Lot 4 (SW¼SW¼), which is the real point of beginning; thence East along the North boundary line of Lot 4 (SW¼SW¼), 281 feet to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence 650 feet Southwesterly parallel to said ditch to the West boundary line of Lot 4 (SW¼SW¼) to a point on said boundary line thence North to the real point of beginning.

Parcel 3: A parcel of land in Lot 2 (SW¼NW¼) of said Section 30, more particularly described as follows:

Beginning at the Northwest corner of Lot 2 (SW¼NW¼) of said Section 30, which is the real point of beginning; thence 860 feet East along the North boundary line of Lot 2 (SW¼NW¼) to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Southwesterly along a line parallel with said ditch to a point on the South boundary of Lot 2 (SW¼NW¼) which point is 790 feet East of the Southwest corner of Lot 2 (SW¼NW¼); thence West 790 feet to a point; thence North 1320 feet, more or less, to the point of beginning.

Parcel No. 16:

An easement to the following three (3) existing irrigation wells located in the SW¼ of Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Well No. 1: Beginning at the SW corner of Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho; thence East 1050 feet, more or less; thence North 521 feet.

Well No. 2: Beginning at Well No. 1, thence North 200 feet, more or less; thence East 30 feet, more or less.

Well No. 3: Beginning at the NW corner of said SW¼, Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho; thence East 2,140 feet; thence South 30 feet.

Exhibit A-7

Well No. 1 and Well No. 2 includes the land within a radius of 25 feet of each well as contained in Warranty Deed dated April 1, 1962, and recorded December 10, 1976, under Instrument No. M-5481, records of Butte County, Idaho.

Well No. 3 is on land granted by Easement dated December 5, 1969, and recorded December 11, 1969, in Book 5 of Misc, at Page 374, Instrument No. 50880, records of Butte County, Idaho.

The Easements to these 3 wells were clarified in Grant of Easement dated June 1996, and recorded June 18, 1996, under Instrument No. 30314, records of Butte County, Idaho.

Parcel No. 17:

All right, title and interest in and to the easements and rights-of-way granted under that certain Irrigation Well and Pipeline Easement dated and recorded June 14, 1996 in the Official Records of Butte County, Idaho as Document No. 030304, over and across that certain real property described as follows:

From the Northwest corner of Section 20, Township 4 North, Range 26 East Boise Meridian; thence East approximately 850 feet; thence South approximately 250 feet.

And from the above described well site, North approximately 225 feet to a point on the Aikele ditch.

This easement is for the benefit of Butte County, Idaho Parcels 2, 4, 6, 7, 8, 9, 12, 14 and 15 identified above.

Parcel 18:

Easement for road access over and across those portions of Sections 25, 26, 35, and 36, Township 4 North, Range 25 East, Boise Meridian, Butte County, Idaho as depicted in Easement Agreement recorded March 14, 2012 as Instrument No. 49389.

Exhibit A-8

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
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EXHIBIT B

Standlee Hay
Loan No.: 198177

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

LIST OF SPECIFIC WATER RIGHTS

Butte County

Current Owner	Water Right	Water Source	Priority Date	Decree Date
	34-7039	Ground Water	6/25/1973	12/14/2001
	34-2315	Ground Water	1/7/1955	11/24/2000
	34-2358A	Ground Water	2/1/1961	11/24/2000
	34-2417A	Ground Water	5/1/1983	11/24/2000
	34-2419A	Ground Water	5/1/1984	11/24/2000
	34-2429B	Ground Water	6/22/1961	11/24/2000
	34-2472A	Ground Water	12/29/1965	11/24/2000
	34-12419	Ground Water	5/1/1980	5/9/2001
	34-10036	Big Lost River	5/20/1884	6/27/2002
	34-2272A	Waste Water	4/1/1981	5/22/2001
	34-2308A	Waste Water	4/1/1981	5/22/2001
	34-7154	Ground Water	1/16/1976	11/24/2000
	34-7122B	Ground Water	1/16/1976	4/13/2001
	34-7059C	Ground Water	1/15/1974	5/22/2001
	34-14182	Big Lost River	3/27/1899	5/22/2001
	34-14184	Big Lost River	5/20/1884	5/22/2001
	34-14186	Ground Water	5/29/1961	11/24/2000
	34-14188	Ground Water	4/20/1961	3/19/2001
	34-14174	Big Lost River	5/20/1884	12/14/2001
	34-14176	Big Lost River	6/01/1883	12/14/2001
	34-14178	Big Lost River	3/27/1899	12/14/2001
	34-14180	Ground Water	4/20/1961	12/14/2001
	34-7136	Ground Water	3/26/1976	6/25/2002
	34-7169	Ground Water	1/6/1977	6/25/2002
	34-7080A	Ground Water	9/23/1974	6/25/2002
	34-10781	Ground Water	7/23/1976	11/15/1996
	34-10782	Ground Water	4/1/1934	11/15/1996
	34-10820	Ground Water	10/1/1979	11/15/1996
	34-10821	Ground Water	11/1/1962	11/15/1996

Exhibit B-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
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Together with all right, title and interest of Mortgagor in, to and under the following:

1. Transport Agreement for Surface Water dated May 1, 2007, by and between Natural Guardian LP as "Landowner" and Big Lost River Irrigation District as the "District" as assigned by Natutal Guardian LP to Standlee Family Limited Partnership by that certain assignment dated November 15, 2011; and
2. Transport Agreement for Ground Water dated November 15, 2011, by and between Standlee Family Limited Partnership as "Landowner" and Big Lost River Irrigation District as the "District."
3. Well Operating Agreement dated March 1, 2012 by and between Standlee Hay Company, D. Keith Waddoups and Debra J. Waddoups, and Rella Stewart.

Exhibit B-2

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
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EXHIBIT C

Standlee Hay
Loan No.: 198177

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

LIST OF SPECIFIC WATER SHARES

CERTIFICATE NUMBER	NUMBER OF SHARES
Timberdome Canal Co., Inc.	
060	432 1/2
052	170
TOTAL SHARES:	602 1/2

Exhibit C-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
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THIS INSTRUMENT PREPARED BY:

Devin P. McComb
Stoel Rives LLP
600 University Street
Suite 3600
Seattle, WA 98101-4109

Instrument # 2161573

JEROME COUNTY, JEROME, IDAHO
4-26-2016 03:33:21 PM No. of Pages: 39
Recorded for : TITLERONE, INC
MICHELLE EMERSON Fee: 124.00
Ex-Officio Recorder Deputy Sorte

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Metropolitan Life Insurance Company
205 E. River Park Circle, Suite 330
Fresno, CA 93720
Attn: Loan Manager 16266624

Space above this line for Recorder's Use

Standlee Hay - Loan No: 198175 and 198176

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

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of April 25, 2016, and is by MICHAEL GENE STANDLEE, a/k/a Mike Standlee ("Michael Standlee") and WHENDY LEE STANDLEE ("Whendy Standlee"), husband and wife; STANDLEE HAY COMPANY, INC., an Idaho corporation ("Standlee Hay"); STANDLEE AG RESOURCES, an Idaho general partnership ("Standlee AG"); and STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Standlee Family LP") (Michael Standlee, Whendy Standlee, Standlee Hay, Standlee AG, and Standlee Family LP are herein individually and collectively, "Grantor"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Mortgagee").

Mortgagee has agreed to make loans to Grantor in the combined total original principal sum of up to \$19,050,000.00 as comprised of (i) \$16,750,000.00 under the terms and conditions of the Promissory Note designated as evidencing Loan No. 198175, and (ii) up to \$2,300,000.00 under the terms and conditions of the Promissory Note designated as evidencing Loan No. 198176, each by Grantor in favor of Mortgagee dated as of the date of this mortgage (each a "Note" and together, the "Notes").

Mortgagee has also agreed to make an additional loan in the original principal amount of \$8,115,000.00 under the terms and conditions of the Promissory Note designated as evidencing Loan No. 198177 by Grantor in favor of Mortgagee dated as of the date of this mortgage (together with the Notes, the "Related Notes").

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

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Related Notes and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and

possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "Property"): (1) the real estate and any interest in the real estate located in Jerome County, Idaho, and described in EXHIBIT A (the "Land"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "Improvements"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) including, without limitation, all forage grinding, processing, pressing, packaging, storage and shipping equipment (the "Equipment"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto (the "Easements"); (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT B ("Water Rights"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water, including the shares described on EXHIBIT C (individually and collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral" (the "Mineral Rights"); (9) timber now or hereafter standing on or cut from the Land; (10) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "Leases"); (11) permits and licenses relating or pertaining to the use or enjoyment of the Property; (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements (the "Condemnation Awards"); (14) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; (15) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

The indebtedness evidenced by the Related Notes is also secured by a first priority Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith and granted by Grantor with regard to certain real and personal property located in Butte County, Idaho (the "Butte County Mortgage").

ARTICLE 2 - ASSIGNMENT OF RENTS

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

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

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

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

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

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property to the extent and which may be characterized as personal property (the "Personalty"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

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

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

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "Secured Obligations"): (1) all Obligations (as defined in the Notes); (2) all obligations of Grantor under this mortgage; (3) all obligations of Grantor under the Butte County Mortgage; (4) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (5) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured

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

General. The scheduled maturity date of the latest to mature of the Loans is December 1, 2031. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "Loan Documents"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity, dated as of the date hereof). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Note expressly provides that Lender may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

Maximum Interest Rate. Notwithstanding any provision of this mortgage to the contrary: (1) no interest will be due on any amount due under this mortgage if, under Applicable Law, Mortgagee is not permitted to take, receive, reserve or charge interest on that amount; and (2) in all other cases, interest due on the Secured Obligations will be calculated at a rate not to exceed the Maximum Rate. If Grantor is requested by Mortgagee to pay interest on any amount secured by this mortgage at a rate greater than the Maximum Rate, the amount of interest due on that amount will be deemed the Maximum Rate and all payments in excess of the Maximum Rate will be deemed to have been principal prepayments without prepayment fee or premium, and not interest. All amounts other than interest which are charged, reserved, paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Obligations will, to the extent permitted by Applicable Law, be amortized, prorated, allocated and spread over the full stated term of the Secured Obligations, so that the rate of interest on account of the Secured Obligations does not exceed the Maximum Rate for so long as any of the Secured Obligations is outstanding.

Cross-Collateralization. Grantor hereby acknowledges and agrees that an express condition of the Loan is that each of the Related Notes are secured by this mortgage and the Butte County Mortgage, and that an Event of Default under any of the Related Notes, this Mortgage or the Butte County Mortgage shall constitute an Event of Default under all such instruments and this mortgage.

Notwithstanding the cross-collateralization of the Related Loans, Grantor may request to modify this mortgage and the Butte County Mortgage to remove the cross-collateralization of the Related Loan, subject to Grantor's satisfaction of all of the following conditions at its sole cost and expense except to the extent otherwise expressly waived by Mortgagee in writing in each instance: (1) at the time such modification is requested, no Event of Default exists and no act or omission which, solely by the giving of notice or the expiration of any applicable cure period, will become an Event of Default; (2) Grantor gives Mortgagee at least sixty (60) days' advance written notice of its request for such modification, accompanied by documents and information required by Mortgagee in its sole discretion; (3) the unpaid principal balance of each of the Loan Nos. 198175, 198176 and 198177 must not exceed fifty percent (50%) of the value of the collateral remaining for each Related Loan after such modification, as determined by Lender in its sole discretion; (4) Mortgagee is provided, at Grantor's cost, an endorsement to its mortgagee policy of title insurance, satisfactory to Mortgagee insuring the continued priority of this mortgage and the Butte County Mortgage following such modification, subject only to such exceptions as are approved by Mortgagee in its sole discretion; (5) Grantor shall furnish Mortgagee all necessary documentation and information necessary to process said request; and (6) Grantor shall pay all reasonable fees, costs and expenses incurred by Mortgagee in connection with the consideration of any request for such modification under this Section, and in connection with the execution and delivery of any such partial release or modification, including without limitation, administrative, legal, appraisal and accounting fees and expenses, and all recording, title insurance premiums and title expenses, shall be borne solely by

Grantor and Grantor agrees to pay all such fees, costs and expenses promptly upon presentation of an invoice therefor or upon demand by Mortgagee.

ARTICLE 5 – WARRANTY AND COVENANTS

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

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

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

Maintenance of Property. Grantor shall maintain and preserve all rights and privileges Grantor now has in the Property; and make any repairs, renewals or replacements to keep the Property in good working condition. Grantor shall keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

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

to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

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

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

Damages and Insurance and Condemnation Proceeds. Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees, incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

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

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or

removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

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

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

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

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

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

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

shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

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

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

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

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

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

Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that Applicable Law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personalty for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies

against account debtors or other persons obligated on the Personality (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personality; (3) advertise dispositions of the Personality through publications or media of general circulation, whether or not the Personality is of a specialized nature; (4) contact Persons for expressions of interest in acquiring all or any portion of the Personality; (5) hire professional auctioneers to assist in the disposition of the Personality, whether or not the Personality is of a specialized nature; (6) dispose of the Personality by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personality; (7) dispose of the Personality in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personality or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personality; or (10) sell any Personality jointly with any of the Property or to sell any Personality in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personality, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

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

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

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

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

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

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

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

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

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

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Lender will not be effective until actually received by Lender. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd., Ste 930, Overland Park, KS 66210, Attn: SSU Director, with a carbon copy to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, Attn: Director, CRO.

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

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

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

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

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

Waiver of Certain Other Laws. To extent permitted by Applicable Law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any Applicable Law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

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

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

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

Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, inter alia, indexed, adjusted, renewed or renegotiated and the lien of this mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

(Remainder of Page Intentionally Blank)

SIGNATURE PAGE TO MORTGAGE

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

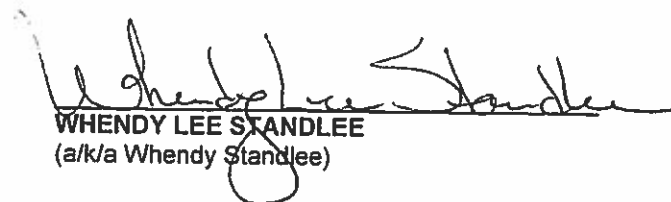
Grantor is executing this mortgage effective as of the day and year first written above.

GRANTOR

Address for notices:
947 South 1700 East
Eden, Idaho 83325

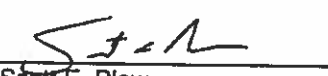

MICHAEL GENE STANDLEE
(a/k/a Michael G. Standlee and
Mike Standlee)

Address for notices:
947 South 1700 East
Eden, Idaho 83325


WHENDY LEE STANDLEE
(a/k/a Whendy Standlee)

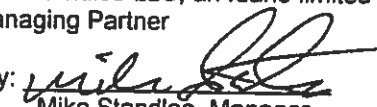
Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE HAY COMPANY, INC., an Idaho corporation

By: 
Scott E. Plew
Its: Director and Chief Financial Officer / Executive Vice
President

Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE AG RESOURCES, an Idaho general partnership
By: Mike Standlee LLC, an Idaho limited liability company
Its: Managing Partner

By: 
Mike Standlee, Manager

Signature Page 1

Address for notices:
22349 Kimberly Rd.
Suite E
Kimberly, ID 83341

STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited
partnership

By: 
Michael G. Standlee, as Trustee of the
Michael G. Standlee and Whendy L. Standlee
Management Trust
Its: General Partner

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

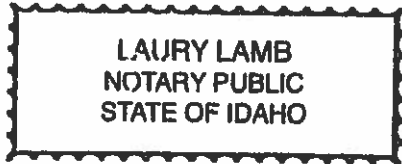
Signature Page 2

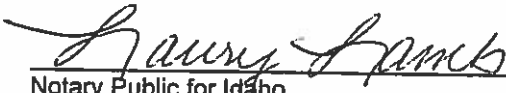
Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245

ACKNOWLEDGEMENTS OF MORTGAGE

STATE OF IDAHO)
)ss.
COUNTY OF JEROME)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared **Michael Gene Standlee**, known or identified to me (or proved to me on the oath of Michael Gene Standlee), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

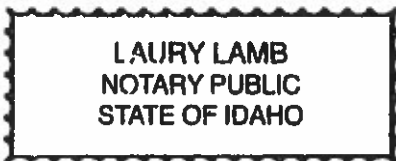


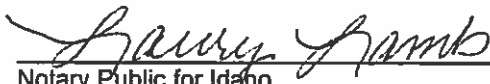


Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

STATE OF IDAHO)
)ss.
COUNTY OF JEROME)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared **Whendy Lee Standlee**, known or identified to me (or proved to me on the oath of Whendy Lee Standlee), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.





Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

Acknowledgment Page 2

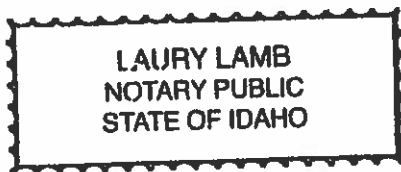
Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245

STATE OF IDAHO

COUNTY OF JEROME

)
)ss.
)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared **Scott E. Plew**, known or identified to me (or proved to me on the oath of **STANDLEE HAY COMPANY, INC.**), to be the Director and Chief Financial Officer/Executive Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



A handwritten signature in cursive script, reading "Laury Lamb", written over a horizontal line.

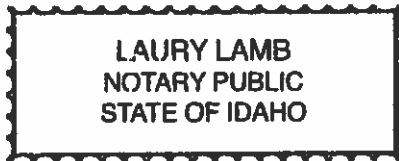
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

STATE OF IDAHO

COUNTY OF JEROME

)
)ss.
)

On April 25, 2016, before me, the undersigned, a Notary Public, personally appeared Mike Standlee, known or identified to me, to be one of the partners in the partnership of **STANDLEE AG RESOURCES**, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.



A handwritten signature in cursive script that reads "Laury Lamb".

Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

Acknowledgment Page 4

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245

)
) ss.
)

LAURY LAMB
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2022
Residing: Jerome, ID

EXHIBIT A

Loan No: 198175 and 198176

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

Legal Description of Real Estate

JEROME COUNTY

PARCEL NO. 1:

**TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 36: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of the SW¼NW¼ of Section 36 of Township 9 South,
Range 19 East Boise Meridian, said corner marked by a 5/8" rebar;
Thence South 00°01'10" West (S 00°10'34" W rec.) along the West section line for a distance
of 879.78 feet to a ½" rebar which shall be the POINT OF BEGINNING;
Thence South 89°37'21" East for a distance of 131.60 feet to a ½" rebar;
Thence North 53°00'58" East for a distance of 3142.29 feet to a ½" rebar on the East line of
the NW¼;
Thence South 00°01'47" West (S 00°11'02" W rec.) along said line for a distance of 2006.90
feet to a ½" rebar;
Thence North 89°37'21" West (N 89°27'52" W rec.) for a distance of 2640.72 feet to a ½"
rebar on the West section line;
Thence North 00°01'10" East (N 00°10'34" E rec.) along said line for a distance of 100.00 feet
to the POINT OF BEGINNING.

PARCEL NO. 2:

**TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

**Section 36: All that part of the NE¼NW¼ lying North of the Eastern Idaho Rail Road right of way,
more particularly described as follows:**

Beginning at the North quarter section corner of Section 36 of Township 9 South, Range 19
East Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT
OF BEGINNING;
Thence South 00°01'47" West (S 00°11'02" W rec.) along the East line of the NE¼NW¼ for a
distance of 92.97 feet to a ½" rebar;
Thence South 00°01'47" West (S 00°11'02" W rec.) along the East line of the NE¼NW¼ for a
distance of 0.10 feet to the North right of way of the
E.I.R.R.;
Thence South 79°17'01" West (S 79°26'30" W rec.) along said right of way for a distance of
1344.08 feet (1344.02' rec.) to a ½" rebar on the West line of the NE¼NW¼;

Exhibit A-1

**Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245**

Thence North 00°01'28" East (N 00°10'48" E rec.) along said line for a distance of 350.60 feet (350.77 rec.) to the Northwest corner of the NE¼NW¼ marked by a 5/8" rebar;
Thence South 89°40'13" East (S 89°31'14" E rec.) along said line for a distance of 1320.56 feet (1320.51' rec.) to the POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of the SW¼NW¼ of Section 36 of Township 9 South, Range 19 East Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'10" East (N 00°10'34" E rec.) along the West section line for a distance of 609.88 feet (609.95' rec.) to a ½" rebar on the South right of way of the E.I.R.R.;
Thence North 79°17'01" East (N 79°26'30" E rec.) along said right of way for a distance of 2688.09 feet to a ½" rebar on the East line of the NW¼;
Thence South 00°01'47" West (S 00°11'02" W rec.) along said line for a distance of 100.00 feet to a ½" rebar;
Thence South 53°00'58" West for a distance of 3142.29 feet to a ½" rebar;
Thence North 89°37'21" West for a distance of 131.60 feet to a ½" rebar on the West section line;
Thence North 00°01'10" East (N 00°10'34" E rec.) along said line for a distance of 879.79 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a part of the NW¼NW¼ and part of the SW¼NW¼ in Section 36 of Township 9 South, Range 19 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Beginning at the NW corner of the SW¼NW¼ of Section 36 of Township 9 South, Range 19 East, Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 290.95 feet;
Thence North 89°44'08" East for a distance of 25.00 feet to a ½" rebar;
Thence North 89°44'08" East for a distance of 370.38 feet to a ½" rebar;
Thence South 00°31'42" East for a distance of 226.13 feet to a ½" rebar;
Thence North 89°39'24" East for a distance of 394.02 feet to a ½" rebar;
Thence South 00°01'15" West for a distance of 346.03 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 766.55 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 25.00 feet to the West line of Section 36;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 279.42 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Exhibit A-2

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245

Section 32: That part of the NW¼SE¼ described as follows:

Beginning at the Northeast corner of the NW¼SE¼, said corner marked by a 5/8" rebar which shall be THE TRUE POINT OF BEGINNING;
Thence South 0°11'03" East along the East line of the NW¼SE¼ for 119.50 feet to a ½" rebar, said rebar being 8.50 feet Northerly from the centerline of Track No. 3 of the Northside Branch of the Union Pacific Railroad Company, as now constructed and operated;
Thence South 88°13'45" West parallel and/or concentric with and 8.50 feet Northerly from the centerline of Track No. 3 for 660.42 feet to the intersection of the North right of way of the main track of the Union Pacific Railroad Company, said right of way being 50.00 feet Northerly and perpendicular to said track;
Thence on a non tangent curve to the right along said right of way for 666.34 feet to a point on the West line of the NW¼SE¼, said curve having a central angle of 6°46'54" and a radius of 5629.65 feet with a long chord bearing of North 80°11'19" West for 665.95 feet;
Thence North 0°25'09" West along the West line of the NW¼SE¼ for 18.07 feet to the center quarter section corner of Section 32;
Thence North 89°38'11" East along the North line of the NW¼SE¼ for 1316.09 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: S½NW¼; N½SW¼;

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: A part of the NW¼NW¼ and part of the SW¼NW¼, described as follows:

Beginning at the NW corner of the SW¼NW¼ of Section 36 of Township 9 South, Range 19 East, Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 290.95 feet;
Thence North 89°44'08" East for a distance of 25.00 feet to a ½" rebar;
Thence North 89°44'08" East for a distance of 370.38 feet to a ½" rebar;
Thence South 00°31'42" East for a distance of 226.13 feet to a ½" rebar;
Thence North 89°39'24" East for a distance of 394.02 feet to a ½" rebar;
Thence South 00°01'15" West for a distance of 346.03 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 766.55 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 25.00 feet to the West line of Section 36;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 279.42 feet to the POINT OF BEGINNING.

TRACT II

Exhibit A-3

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Standlee Hay
Loan Nos. 198175 and 198176
85679920.3 0053564-00245

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: A portion of the E½, described as follows:

Beginning at a point on the East boundary of said Section 9 that is South 0°00'23" East, 2829.51 feet from the Section corner common to Section 9, 10, 3 and 4, Township 10 South, Range 20 East, Boise Meridian;
Thence North 73°14'53" West, 563.45 feet;
Thence North 83°41'53" West, 221.19 feet;
Thence North 57°00'53" West, 241.37 feet;
Thence South 86°31'07" West, 539.05 feet;
Thence South 64°23'37" West, 342.09 feet;
Thence North 64°46'53" West, 283.44 feet;
Thence North 51°09'53" West, 729.08 feet to a point on the West boundary of the E½ of said Section 9;
Thence North 0°03'23" West along said West boundary, 1833.83 feet to a point on the South boundary of Interstate Highway No. 84 N., Project No. 1-86N-3 (18) 191, said point being South 0°03'23" East, 281.03 feet from the Quarter Section corner common to Section 9 and 4, Township 10 South, Range 20 East, Boise Meridian;
Thence South 89°43'54" East, along said highway boundary, 459.52 feet;
Thence South 85°43'30" East, along said highway boundary 1205.30 feet;
Thence South 83°43'04" East, along said highway boundary, 977.02 feet to a point on the East boundary of said Section 9 that is South 0°00'23" East, 477.56 feet from said Section corner;
Thence South 0°00'23" East, along said East boundary, 2351.95 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the NE¼ and SE¼ of said Section, described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch rebar which shall be THE TRUE POINT OF BEGINNING;
Thence South 00°07'09" East (South 00°00'23" West rec.) along the East line of the SE¼ for a distance of 188.15 feet;
Thence North 73°26'07" West (North 73°14'53" East rec.) for a distance of 563.19 feet (563.45 feet rec.) to a ½" rebar;
Thence North 83°50'44" West (North 83°41'53" West rec.) for a distance of 221.24 feet (221.19 feet rec.);
Thence North 57°09'45" West (North 57°00'53" West rec.) for a distance of 135.30 feet;
Thence South 89°59'00" East for a distance of 872.88 feet to a ½" rebar on the East line of the NE¼;
Thence South 00°09'17" East (South 00°00'23" East rec.) along said line for a distance of 69.25 feet to THE TRUE POINT OF BEGINNING.
SUBJECT TO a 25 foot county road right of way along the East side.

AND EXCEPTING THEREFROM that part of the NE¼ and SE¼ of said Section, described as follows:

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Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a distance of
69.25 feet to a ½" rebar;
Thence North 89°59'00" West for a distance of 1548.25 feet to a point which shall be THE
TRUE POINT OF BEGINNING;
Thence South 64°13'25" West (South 64°23'37" West rec.) for a distance of 288.88 feet to a
½" rebar;
Thence North 64°53'34" West (North 64°46'53" West rec.) for a distance of 283.50 feet
(283.44 feet rec.) to a ½" rebar;
Thence North 51°16'34" West (North 51°09'53" West rec.) for a distance of 8.76 feet;
Thence South 89°59'00" East for a distance of 523.69 feet to THE TRUE POINT OF
BEGINNING.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That part of the NE¼ of said Section, described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a distance of
69.25 feet to a ½" rebar;
Thence North 89°59'00" West for a distance of 872.88 feet to a point which shall BE THE
TRUE POINT OF BEGINNING;
Thence North 89°59'00" West for a distance of 675.37 feet;
Thence North 64°13'25" East (North 64°23'37" East rec.) for a distance of 53.42 feet to a ½"
rebar;
Thence North 86°22'16" East (North 86°31'07" East rec.) for a distance of 539.17 feet
(539.05 feet rec.);
Thence South 57°09'45" East (South 57°00'53" East rec.) for a distance of 106.13 feet to
THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That part of the NE¼ of said Section, described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a distance of
69.25 feet to a ½" rebar;
Thence North 89°59'00" West for a distance of 2071.94 feet to THE TRUE POINT OF
BEGINNING;
Thence North 89°59'00" West for a distance of 561.86 feet to a ½" rebar on the West line of
the NE¼;
Thence North 00°09'56" West (North 00°03'23" West rec.) for a distance of 451.41 feet;
Thence South 51°16'34" East (South 51°09'53" East rec.) for a distance of 721.85 feet to
THE TRUE POINT OF BEGINNING.

Exhibit A-5

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PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That certain parcel of real property situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$, described as follows:

Beginning at the point where Lateral PB 2 of the North Side Pumping Company, flowing in a Westerly course, crosses the East boundary of said E $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South along said East boundary of said E $\frac{1}{2}$ NW $\frac{1}{4}$ 1,400 feet;
Thence West by Northwest 400 feet, more or less, to a point on said Lateral PB 2;
Thence up and along said Lateral PB 2 to the PLACE OF BEGINNING.

EXCEPTING THEREFROM part of the NW $\frac{1}{4}$, described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 9, Township 10 South, Range 20 East Boise Meridian, said corner marked by a $\frac{1}{2}$ " rebar;
Thence South 00°06'24" East along the $\frac{1}{4}$ section line for a distance of 274.27 feet to the South right of way of Interstate 84;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 423.60 feet to the centerline of the PB 2 lateral which shall be the POINT OF BEGINNING;
Thence South 01°09'41" East for a distance of 869.58 feet to a $\frac{1}{2}$ " rebar on the centerline of the PB 2 lateral;
Thence North 09°21'27" West along said centerline for a distance of 361.12 feet;
Thence North 13°52'08" West continuing along said line for a distance of 147.32 feet;
Thence North 12°27'02" East continuing along said line for a distance of 43.55 feet;
Thence North 33°48'23" East continuing along said line for a distance of 53.57 feet;
Thence North 07°58'34" East continuing along said line for a distance of 47.64 feet;
Thence North 45°18'22" West continuing along said line for a distance of 104.96 feet;
Thence North 58°41'30" West continuing along said line for a distance of 115.05 feet;
Thence North 30°38'46" West continuing along said line for a distance of 34.18 feet;
Thence North 14°03'16" East continuing along said line for a distance of 39.61 feet;
Thence North 68°43'55" East continuing along said line for a distance of 49.50 feet;
Thence North 84°18'32" East continuing along said line for a distance of 166.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM part of the NW $\frac{1}{4}$ of Section 9 of Township 10 South, Range 20 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 9 of Township 10 South, Range 20 East Boise Meridian, said corner marked by a $\frac{1}{2}$ " rebar;
Thence South 00°06'24" East along the $\frac{1}{4}$ section line for a distance of 274.27 feet to the South right of way of Interstate 80;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a $\frac{1}{2}$ " rebar on the centerline of the PB 2 lateral which shall be the POINT OF BEGINNING;
Thence South 15°05'58" West for a distance of 402.44 feet;
Thence North 50°23'11" West for a distance of 199.68 feet to the centerline of the PB 2 lateral;
Thence North 69°00'43" East along said line for a distance of 49.25 feet;

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Thence North 48°00'01" East continuing along said line for a distance of 212.93 feet;
Thence North 37°59'50" East continuing along said line for a distance of 64.15 feet;
Thence North 16°28'11" East continuing along said line for a distance of 52.72 feet to the
POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: Part of the N½, described as follows:

Beginning at the North ¼ corner of said Section 9 of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 80 which shall be the POINT OF BEGINNING;
Thence South 00°06'24" East for a distance of 115.07 feet to the West toe of slope of the PB 2 lateral;
Thence South 50°36'39" East along said line for a distance of 10.24 feet;
Thence South 63°42'36" East continuing along said line for a distance of 218.31 feet;
Thence South 37°23'12" East continuing along said line for a distance of 55.97 feet;
Thence South 01°41'24" West continuing along said line for a distance of 61.45 feet;
Thence South 44°05'51" West continuing along said line for a distance of 58.78 feet;
Thence South 76°27'44" West continuing along said line for a distance of 60.12 feet;
Thence South 85°59'40" West continuing along said line for a distance of 136.29 feet to the ¼ section line;
Thence South 00°06'24" East along the ¼ section line for a distance of 27.23 feet to the centerline of the PB 2 lateral;
Thence South 85°24'59" West along said centerline for a distance of 74.83 feet;
Thence North 01°09'41" West for a distance of 423.60 feet to the South right of way of Interstate 80;
Thence South 89°46'00" East along said right of way for a distance of 82.40 feet to the POINT OF BEGINNING.

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: Part of the NW¼, described as follows:

Beginning at the North ¼ corner of Section 9, of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 80;
Thence North 89°46'00" West along said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral;
Thence South 15°05'58" West for a distance of 402.44 feet to the POINT OF BEGINNING;
Thence South 50°23'11" East for a distance of 213.41 feet to a ½" rebar on the East line of the NW¼;
Thence North 89°55'29" West for a distance of 201.04 feet to a ½" rebar;
Thence North 15°05'58" East for a distance of 140.66 feet to the POINT OF BEGINNING.

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PARCEL NO. 6:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: The S½NW¼ and the SW¼;

PARCEL NO. 7 (WELL)

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: Part of the SE¼, described as follows:

Beginning at the SE corner of Section 9 of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence North 00°07'09" West along the East line of Section 9 for a distance of 929.85 feet to the POINT OF BEGINNING;
Thence South 89°52'51" West for a distance of 47.00 feet;
Thence North 00°07'09" West for a distance of 72.85 feet;
Thence North 89°52'51" East for a distance of 47.00 feet to the East line of Section 9;
Thence South 00°07'09" East along the East line of Section 9 for a distance of 72.85 feet to the POINT OF BEGINNING.

SUBJECT TO a County road right of way along the East side.

TRACT III

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 12: S½NW¼; SW¼; EXCEPTING THEREFROM a parcel of land located in the SW¼NW¼, described as follows:

Beginning at a point on the Westerly boundary of said SW¼NW¼, said point lies due South, 2,297.5 feet of the Northwest corner of said Section 12;
Thence running South 85°41' East for 321.4 feet;
Thence South 9°00' West for 227.0 feet;
Thence due West for 285.0 feet to a point on the Westerly boundary of said SW¼NW¼;
Thence due North for 248.3 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the SW¼, described as follows:

Beginning at the Southwest section corner of Section 12, said corner marked by a ½ inch rebar which shall be to THE POINT OF BEGINNING;
Thence North 00°18'27" East along the West line of the SW¼ for a distance of 208.71 feet;
Thence North 89°24'46" East for a distance of 22.76 feet to a ½ inch rebar;
Thence North 89°24'46" East for a distance of 185.95 feet to a ½ inch rebar;

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Thence South 00°18'27" West for a distance of 185.38 feet to a ½ inch rebar;
Thence South 00°18'27" West for a distance of 23.33 feet to the South line of the SW¼;
Thence South 89°24'46" West along said line for a distance of 208.71 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 7: S½SE¼; SE½SW¼

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 7: A parcel of land located in the Lots 7 and 8, more particularly described as follows:

Commencing at the Southwest corner of said Section 7, Thence South 89°57'00" East along the South boundary of the SW¼ of said Section 7 for a distance of 892.00 feet,
Thence North 01°38'00" West for a distance of 134.35 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 01°38'00" West for a distance of 174.65 feet;
Thence South 89°57'00" East parallel with the South boundary of the SW¼ of said Section 7 for a distance of 9.88 feet to a point on an existing fence line;
Thence South 01°36'26" West along the existing fence line for a distance of 174.64 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 7: Lots 7 and 8 and that part of Lots 5 and 6, described as follows:

Commencing at center of the property line fence corner post at the Southwest corner of Lot 6 of said Section;
Thence running North along line of property line fence, 92.8 feet to a stake;
Thence South 89°50' East, along fence line, 251.5 feet to center of fence post on North and South fence line, which post is 92.5 feet North of boundary line fence between Lots 6 and 7 of said Section;
Thence South 86°44' East, 719 feet to a point on North and South fence line, which point is 60 feet North of boundary line fence line between Lots 6 and 7 of said Section;
Thence South 65°10' East, 146 feet to a point on line of boundary line fence between Lots 5 and 6 and Lots 7 and 8 of said Section, which point is 133 feet East from corner post on North and South fence line;
Thence Westerly along line of boundary line fence between Lots 5 and 6 and Lots 7 and 8 of said Section, 1104 feet to PLACE OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southwest corner of said Section 7;
Thence Easterly along the Southerly boundary of said Section 7 South 89°57'00" East, 892.00 feet to THE TRUE POINT OF BEGINNING;

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Thence continuing Easterly along the Southerly boundary of said Section 7 South 89°57'00" East, 250.00 feet;
Thence North 1°38'00" West, 309.00 feet;
Thence Westerly parallel with the Southerly boundary of said Section 7, North 89°57'00" West, 250.00 feet;
Thence South 1°38'00" East, 309.00 feet to THE TRUE POINT OF BEGINNING.
SUBJECT TO the rights of a public road which affects the Southerly 25.00 feet.

AND EXCEPTING THEREFROM the following described parcel located in the SW¼SW¼, more particularly described as follows:

Commencing at the Southwest corner of said Section 7, Thence South 89°57'00" East along the South boundary of the SW¼ of said Section 7 for a distance of 884.40 to the TRUE POINT OF BEGINNING;
Thence North 01°36'26" East along an existing fence line for a distance of 373.03 feet;
Thence North 87°28'45" East along an existing fence line for a distance of 236.43 feet;
Thence South 01°38'00" East for a distance of 74.66 feet;
Thence North 89°57'00" West parallel with the South boundary of the SW¼ of said Section 7 for a distance of 240.12 feet to a point on an existing fence line;
Thence South 01°36'26" West along the existing fence line for a distance of 174.64 feet;
Thence South 01°38'00" East for a distance of 134.35 feet to a point on the South boundary SW¼ of said Section 7;
Thence North 89°57'00" West along the South boundary of the SW¼ of said Section 7 for a distance of 7.60 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: S½NE¼; N½SE¼; SE¼SE¼; SW¼SE¼;

That part of the NE¼NE¼, lying South of Interstate 80N, Project No. I-80N-3 (18)191 Highway Survey.

Section 11: SW¼SW¼; NW¼SW¼;

That part of the NW¼NW¼, lying South of Interstate 80N Project No. I-80N-3 (18)191 Highway Survey.

Section 14: NW¼NW¼;

Section 15: N½NE¼; NW¼;

Section 16: E½, EXCEPTING THEREFROM the following described parcel of land in the NE¼NE¼:

Commencing at the Northeast corner of Section 16, Township 10 South, Range 20, East Boise Meridian, Said corner being THE REAL POINT OF BEGINNING;
Thence South 0°13'00" East, 157.87 feet along the East boundary of Section 16;
Thence South 89°58'41" West, 408.18 feet;
Thence North 0°13'00" West, 157.87 feet to the North boundary of Section 16;

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Thence North 89°58'41" East, 408.18 feet along the North boundary Section 16 to THE REAL POINT OF BEGINNING.

PARCEL NO. 3A

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: The following described parcel of land in the NE¼NE¼:

Commencing at the Northeast corner of Section 16, Township 10 South, Range 20, East Boise Meridian, Said corner being THE REAL POINT OF BEGINNING;
Thence South 0°13'00" East, 157.87 feet along the East boundary of Section 16;
Thence South 89°58'41" West, 408.18 feet;
Thence North 0°13'00" West, 157.87 feet to the North boundary of Section 16;
Thence North 89°58'41" East, 408.18 feet along the North boundary Section 16 to THE REAL POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: A parcel of land located in the N½NW¼, described as follows:

Beginning at the North quarter corner of said Section 10;

Thence South 0°04'39" West along the center section line of said Section 10 for a distance of 370.80 feet to the South Right of Way line of Interstate 80N, Project No. I-80N-3(18)191 and being the REAL POINT OF BEGINNING;
Thence from the REAL POINT OF BEGINNING South 0°04'39" West along the center section line of said Section 10 for a distance of 951.05 feet to the Southeast corner of the N½NW¼;
Thence North 89°58'21" West along the South line of the N½NW¼ for a distance of 233.66 feet;
Thence North 0°04'39" East for a distance of 910.82 feet to the South Right of Way line of the Interstate 80N;
Thence North 79°57'46" East along the South Right of Way line of Interstate 80N for a distance of 223.00 feet;
Thence North 84°56'39" East along the South Right of Way line of Interstate 80N for a distance of 14.19 feet to the REAL POINT OF BEGINNING;

PARCEL NO. 5

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: That part of the NW¼NE¼, lying South of Interstate 80N, Project No. 1-80N-3 (18)191 Highway Survey, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the South quarter corner of Section 10, Township 10 South, Range 20, East Boise Meridian;

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Thence North 0°13'46" West, 4720.29 feet along the North-South centerline of Section 10 to
THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING South 83°45'07" East, 415.31 feet;
Thence North 0°31'32" East, 280.49 feet to the South boundary of a frontage road along the
Interstate Highway;
Thence along the South boundary of said frontage road South 84°42'57" West, 417.98 feet to
the North-South centerline said Section 10;
Thence along said North-South centerline, Section 10 South 0°13'46" East, 196.79 feet to
THE REAL POINT OF BEGINNING.

PARCEL NO. 6

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: S½NE¼;

That part of the N½NE¼ and the NE¼NW¼ lying South of Interstate 84N, Project No. I084N-3(16)191 Highway Survey Right of Way.

EXCEPTING THEREFROM that part of the NE¼NE¼ described as follows:

Beginning at the Northeast corner of Section 8, said corner marked by a ½" rebar;
Thence South 00°13'58" East along the East section line for a distance of 274.99 feet to a ½"
rebar on the South right of way of a frontage road on the South side of Interstate 80
which shall be THE TRUE POINT OF BEGINNING;
Thence South 00°13'58" East along the East section line for a distance of 228.00 feet to a ½"
rebar;
Thence North 89°49'32" West for a distance of 108.51 feet to a ½" rebar;
Thence North 39°04'07" West for a distance of 294.39 feet to a ½" rebar on the South right of
way of Frontage Road on the South side of Interstate 80;
Thence South 89°49'32" East along said line for a distance of 293.12 feet to THE TRUE
POINT OF BEGINNING.

AND

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That part of the NW¼NE¼ lying West and below Lateral PB 2 of the North Side Pumping Company.

NW¼; EXCEPTING that part of the N½NW¼ deeded to the State of Idaho by Deed dated July 28, 1964, filed September 30, 1964 in Book 177, Page 286, as Instrument Number 160822, Jerome County records.

FURTHER EXCEPTING that certain parcel of land situated in the E½NW¼ described as follows:

Beginning at the point where Lateral PB 2 of the North Side Pumping Company, flowing in a westerly course, crosses the East boundary of said E½NW¼;
Thence South along said East boundary of said E½NW¼, a distance of 1400 feet;

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Thence West by Northwest 400 feet, more or less, to a point on said Lateral PB 2;
Thence up and along said Lateral PB 2 to THE PLACE OF BEGINNING.

AND

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: Part of the NW¼ of said Section, described as follows:

Beginning at the North quarter corner of Section 9, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the quarter Section line for a distance of 274.27 feet to
the South right of way of Interstate 84;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 423.60 feet to the centerline of the PB 2 lateral
which shall be THE TRUE POINT OF BEGINNING;
Thence South 01°09'41" East for a distance of 869.58 feet to a ½" rebar on the centerline of
the PB 2 lateral;
Thence North 09°21'27" West along said centerline for a distance of 361.12 feet;
Thence North 13°52'08" West continuing along said line for a distance of 147.32 feet;
Thence North 12°27'02" East continuing along said line for a distance of 43.55 feet;
Thence North 33°48'23" East continuing along said line for a distance of 53.57 feet;
Thence North 07°58'34" East continuing along said line for a distance of 47.64 feet;
Thence North 45°18'22" West continuing along said line for a distance of 104.96 feet;
Thence North 58°41'30" West continuing along said line for a distance of 115.05 feet;
Thence North 30°38'46" West continuing along said line for a distance of 34.18 feet;
Thence North 14°03'16" East continuing along said line for a distance of 39.61 feet;
Thence North 68°43'55" East continuing along said line for a distance of 49.50 feet;
Thence North 84°18'32" East continuing along said line for a distance of 166.00 feet to THE
TRUE POINT OF BEGINNING.

AND

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: Part of the NW¼ of said Section, described as follows:

Beginning at the North quarter corner of said Section, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the quarter Section line for a distance of 274.27 feet to
the South right of way of Interstate 80;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of
the PB 2 lateral which shall be THE TRUE POINT OF BEGINNING;
Thence South 15°05'58" West for a distance of 402.44 feet;
Thence North 50°23'11" West for a distance of 199.68 feet to the centerline of the PB 2
lateral;
Thence North 69°00'43" East along said line for a distance of 49.25 feet;
Thence North 48°00'01" East continuing along said line for a distance of 212.93 feet;
Thence North 37°59'50" East continuing along said line for a distance of 64.15 feet;

Exhibit A-13

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Standlee Hay
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Thence North 16°28'11" East continuing along said line for a distance of 52.72 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the N½ more particularly described as follows:

Beginning at the North quarter corner of said Section 9, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the quarter section line for a distance of 274.27 feet to the south right of way of Interstate 80 which shall be THE POINT OF BEGINNING;
Thence South 00°06'24" East for a distance of 115.07 feet to the west toe of slope of the PB 2 lateral;
Thence South 50°36'39" East along said line for a distance of 10.24 feet;
Thence South 63°42'36" East continuing along said line for a distance of 218.31 feet;
Thence South 37°23'12" East continuing along said line for a distance of 55.97 feet;
Thence South 01°41'24" West continuing along said line for a distance of 61.45 feet;
Thence South 44°05'51" West continuing along said line for a distance of 58.78 feet;
Thence South 76°27'44" West continuing along said line for a distance of 60.12 feet;
Thence South 85°59'40" West continuing along said line for a distance of 136.29 feet to the quarter section line;
Thence South 00°06'24" East along the quarter section line for a distance of 27.23 feet to the centerline of the PB 2 lateral;
Thence South 85°24'59" West along said centerline for a distance of 74.83 feet;
Thence North 01°09'41" West for a distance of 423.60 feet to the south right of way of Interstate 80;
Thence South 89°46'00" East along said right of way for a distance of 82.40 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the NW¼ more particularly described as follows:

Beginning at the North quarter corner of Section 9, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the quarter section line for a distance of 274.27 feet to the south right of way of Interstate 80;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral;
Thence South 15°05'58" West for a distance of 402.44 feet to THE POINT OF BEGINNING;
Thence South 50°23'11" East for a distance of 213.41 feet to a ½" rebar on the east line of the NW¼;
Thence North 89°55'29" West for a distance of 201.04 feet to a ½" rebar;
Thence North 15°05'58" East for a distance of 140.66 feet to THE POINT OF BEGINNING.

PARCEL NO. 7

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: That part of the N½NE¼ lying South of the right of way of Interstate 80N deeded to the State of Idaho by Deed recorded March 24, 1964 in Book 177 Page 96, Jerome County records.

AND

Exhibit A-14

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Section 11: S½NE¼; N½SW¼ lying North of Lateral "C" of the North Side Canal Co., Ltd.; NW¼;

EXCEPTING THEREFROM the following described Tracts of land described as follows:

- a. Interstate 80N, Project No. 1-80N-3(14)185, Highway Survey described as follows:

Beginning at the Northwest corner of Section 11, Township 10 South, Range 19, East Boise Meridian;

Thence South 89°28'14" East a distance of 2641.35 feet to the North quarter corner;
Thence South 0°16'46" West a distance of 305.59 feet;
Thence North 89°23'39" West, 1950.18 feet;
Thence South 63°44'40" West, 550.64 feet;
Thence North 89°34'09" West, 160 feet;
Thence South 1°41'41" West, 680.17 feet;
Thence North 89°34'09" West, 25 feet to a point on the West line of said Section 11;
Thence North 0°25'51" East along said West line, 1231.48 feet to THE POINT OF BEGINNING.

- b. That part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of said NW¼ of Section 11;
Thence along the West boundary line of said NW¼, South 0°25'51" West for 2395.35 feet to
THE REAL POINT OF BEGINNING;
Thence South 89°34'09" East for 406.01 feet;
Thence South 0°25'51" West for 239.71 feet along a line parallel to the West boundary line of
said NW¼;
Thence North 89°34'09" West, 406.01 feet to a point on the West boundary line of said NW¼;
Thence North 0°25'51" East for 239.71 feet along said West boundary line to THE REAL
POINT OF BEGINNING;

- c. That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 East,
Boise Meridian, said corner marked by a 5/8" rebar; Thence North 00°17'29" East along the
West line of the NW¼ for a distance of 431.95 feet to the POINT OF BEGINNING;
Thence North 00°17'29" East continuing along said line for a distance of 201.65 feet;
Thence North 89°13'49" East for a distance of 24.15 feet to a ½" rebar;
Thence North 89°13'49" East for a distance of 191.87 feet to a ½" rebar;
Thence South 00°17'29" West for a distance of 201.65 feet to a ½" rebar;
Thence South 89°13'49" West for a distance of 189.72 feet to a ½" rebar;
Thence South 89°13'49" West for a distance of 26.31 feet to the POINT OF BEGINNING.

- d. That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 East
of the Boise Meridian, said corner marked by a 5/8" rebar; Thence North 00°17'29" East
along the West line of the NW¼ for a distance of 243.55 feet to the POINT OF BEGINNING.
Thence North 00°17'29" East continuing along said line for a distance of 188.40 feet;
Thence North 89°13'49" East for a distance of 26.31 feet to a ½" rebar;
Thence North 89°13'49" East for a distance of 189.72 feet to a ½" rebar;

Exhibit A-15

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Thence North 00°17'29" East for a distance of 201.65 feet to a ½" rebar;
Thence North 63°49'02" East for a distance of 2680.67 feet;
Thence South 89°36'03" East for a distance of 29.50 feet to the east line of the NW¼;
Thence South 00°13'11" West along the east line of the NW¼ for a distance of 940.74 feet;
Thence South 74°09'06" West for a distance of 2332.13 feet to a ½" rebar;
Thence North 89°42'29" West for a distance of 381.01 feet to a ½" rebar;
Thence North 89°42'29" West for a distance of 25.00 feet to the POINT OF BEGINNING.

PARCEL NO. 8

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: N½SW¼; SE½NW¼; SW½NW¼; NW½NW¼ lying South of I-84.

EXCEPTING THEREFROM that portion of the W½NW¼ of said Section 8, deeded to the State of Idaho for Interstate 80N Project No. I-80N-3(18)191 Highway Survey as revealed in Warranty Deed given by F.F. Phillips, also known as Forest F. Phillips and Ester Phillips, husband and wife, dated September 23, 1964, recorded October 13, 1964 in Book 177 Page 300 as Instrument Number 160921, Jerome County records.

PARCEL NO. 9

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: S½NE¼; N½N½SE¼; S½SE¼; S½N½SE¼ and a strip of land 16 feet wide along and across the West side of the NW¼NE¼ (Lot 2).

EXCEPTING THEREFROM that part of the SE¼NE¼ of said Section 2 more particularly described as follows:

Beginning at the East quarter section corner of Section 2, said corner marked by a 5/8" rebar;
Thence North 00°02'00" East along the east line of Section 2 for a distance of 170.39 feet to a ½" rebar which shall be the POINT OF BEGINNING;
Thence North 89°29'58" West for a distance of 422.99 feet to a ½" rebar;
Thence North 00°02'00" East for a distance of 269.98 feet to a ½" rebar;
Thence South 89°29'58" East for a distance of 422.99 feet to a ½" rebar on the east line of Section 2;
Thence South 00°02'00" West along the east line of Section 2 for a distance of 269.99 feet to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land described as follows:

Beginning at a point located at the Southeast corner of the SE¼ of Section 2;
Thence North along the East section line of Section 2 on bearing of North 00° East for a distance of 2,860 feet to the TRUE POINT OF BEGINNING;
Thence North 90° West on a line that is parallel with the Southern boundary of Section 2 for a distance of 300 feet;

Exhibit A-16

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Thence North 00° West on a line that is parallel with the East boundary of Section 2 for a distance of 250 feet;
Thence North 90° East on a line that is parallel with the South boundary of Section 2 for a distance of 300 feet;
Thence South on the East boundary of Section 2 at a heading of South 00° East for a distance of 250 feet to the TRUE POINT OF BEGINNING.

JEROME COUNTY ADDITIONAL PARCEL
TRACT IV

A tract of land located in the South half of the Southwest Quarter Section 36, Township 9 South, Range 20 East, Boise Meridian, Government Lot 1 Section 2 and Government Lots 3 and 4 Section 1, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Beginning at the corner common to said Sections 1, 2, 35 and 36;
Thence North 0°20'35" West a distance of 1280.70 feet along the Westerly Boundary of said S½SW¼ Section 36 to the Southerly boundary of the Union Pacific Railroad Property;
Thence North 88°10'58" East a distance of 1608.35 feet along the Southerly boundary of said Railroad property to the Northerly boundary of said S½SW¼;
Thence North 89°40'56" East a distance of 1017.98 feet along said Northerly boundary to the Northeast corner of said S½NW¼;
Thence South 0°00'30" East a distance of 1327.13 feet to the Southeast corner of said S½SW¼ and the Northeast corner of said Government Lot 3;
Thence South 0°15'30" East a distance of 1413.39 feet along the Easterly boundary of said Government Lot 3 to the Southeast corner thereof;
Thence South 89°47'53" West a distance of 1312.50 feet to the Southwest corner of said Government Lot 3 and the Southeast corner of said Government Lot 4;
Thence South 89°47'53" West a distance of 576.92 feet along the Southerly boundary of said Government Lot 4;
Thence North 17°22'20" West a distance of 125.24 feet;
Thence South 89°02'03" West a distance of 412.47 feet;
Thence North 62°38'21" West a distance of 347.57 feet;
Thence North 63°27'27" West a distance of 157.25 feet;
Thence North 45°37'23" West a distance of 199.44 feet;
Thence North 34°48'10" West a distance of 235.24 feet;
Thence North 30°54'48" West a distance of 853.25 feet to the Northerly boundary of said Government Lot 1 Section 2;
Thence North 89°49'52" East a distance of 879.33 feet along the Northerly boundary of said Government Lot 1 to the POINT OF BEGINNING.

TRACT VI (Additional Jerome Property)

A parcel of land located in part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 9 South, Range 19 East Boise Meridian, Jerome County, Idaho more particularly described as follows:

Commencing at the Northwest corner of said Section 36 from which the West Quarter corner of said Section 36 bears South 00°08'03" West, 2639.61 feet;

Exhibit A-17

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THENCE South 00°08'03" West for a distance of 179.28 feet (South along the west section line, 182.5 feet per Warranty Deed Instrument 177485) to a set 5/8 inch rebar with plastic cap and the POINT OF BEGINNING; THENCE South 00°08'03" West for a distance of 428.70 feet (South along the west section line, 428.7 feet per Warranty Deed Instrument 177485 and 100035) to a set 5/8 inch rebar with plastic cap; THENCE North 79°24'17" East for a distance of 1,137.97 feet (northeasterly direction along the north boundary of the railroad right of way, 1138.59 feet per Warranty Deed Instrument 100035) to a set 5/8 inch rebar with plastic cap; THENCE North 00°18'11" West for a distance of 232.40 feet (North parallel with the west boundary, 233.1 feet per Warranty Deed Instrument 177485 and 100035) to a found 2 inch pipe; THENCE North 76°47'38" West for a distance of 376.11 feet (North 76°49' West, 376.6 feet per Warranty Deed Instrument 177485) to a found 2 inch pipe; THENCE South 82°29'33" West for a distance of 756.66 feet (South 82°30' West, 759.2 feet per Warranty Deed Instrument 177485) to the POINT OF BEGINNING.

Subject to a 25.00 feet county road easement along the Westerly boundary of said parcel.

TRACT VII

TOWNSHIP 10 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 11: That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 E.B.M., said corner marked by a 5/8" rebar;
Thence North 00°17'29" East along the west line of the NW¼ for a distance of 243.55 feet to THE POINT OF BEGINNING;
Thence North 00°17'29" East continuing along said line for a distance of 188.40 feet;
Thence North 89°13'49" East for a distance of 26.31 feet to a ½" rebar;
Thence North 89°13'49" East for a distance of 189.72 feet to a ½" rebar; Thence North 00°17'29" East for a distance of 201.65 feet to a ½" rebar; Thence North 63°49'02" East for a distance of 2680.67 feet;
Thence South 89°36'03" East for a distance of 29.50 feet to the east line of the NW¼;
Thence South 00°13'11" West along the east line of the NW¼ for a distance of 940.74 feet;
Thence South 74°09'06" West for a distance of 2332.13 feet to a ½" rebar;
Thence North 89°42'29" West for a distance of 381.01 feet to a ½" rebar;
Thence North 89°42'29" West for a distance of 25.00 feet to THE POINT OF BEGINNING.

Exhibit A-18

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EXHIBIT B

Standlee Hay
Loan No.: 198175 and 198176

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

LIST OF SPECIFIC WATER RIGHTS

Owner	Water Right	Water Source	Priority Date	Decree Date
Standlee Family Limited Partnership	36-7093	Waste Water	11/17/1969	8/27/2001
	36-7065	Waste Water	6/11/1969	8/27/2001
	36-7141	Waste Water	11/2/1970	8/27/2001
	36-7144	Waste Water	11/18/1970	8/27/2001
	36-16527	Ground Water	4/1/1955	8/27/2001
	36-16500	Ground Water	4/1/1984	8/27/2001
	36-2243	Ground Water	2/2/1954	8/27/2001
	36-15119	Ground Water	3/1/1975	8/27/2001
	36-2303	Ground Water	6/11/1956	8/27/2001
	36-15178	Ground Water	3/1/1975	8/27/2001
Mike and Whendy Standlee	36-10832	Ground Water	1/1/1941	11/26/1996
	36-10917	Ground Water	5/1/1957	11/22/1996

Exhibit B-1

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

Standlee Hay
Loan No.: 198175 and 198176

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

LIST OF SPECIFIC WATER SHARES

CERTIFICATE NUMBER	NUMBER OF SHARES
North Side Pumping Company:	
1526P (to be replaced post-closing)	40.00
1679	191.68
1678	281.00
1677	54.40
TOTAL SHARES:	567.08
CERTIFICATE NUMBER	NUMBER OF SHARES
North Side Canal Company:	
23885 (to be replaced post-closing)	124.39
26009	82.99
26007	287.80
26006	240.00
26005	160.00
26004	198.25
26003	21.38
TOTAL SHARES:	3,231.43

Exhibit C-1

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
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