

RECEIVED

DEC 28 2015

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

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

| 1.   | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|------|-----------------------|-----------------------|-----------------------|-----------------------|
| LC   | 63-9744               |                       |                       |                       |
| D    | 63-21688              |                       |                       |                       |
| D    | 63-21689              |                       |                       |                       |
| per. | 63-32067              |                       |                       |                       |

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

AXA EQUITABLE LIFE INSURANCE COMPANY

C/O AXA EQUITABLE AGRIFINANCE, LLC

4333 EDGEWOOD ROAD NE

CEDAR RAPIDS, IA 52499-5223

Phone 319-355-8650

Email STRAYNOR@AEGONUSA.COM

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

GREGORY R. OBENDORF A/K/A GREG OBENDORF

## 5. Expiration Date of Notification Period

December 1, 2035

## 6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

  
 Stephen Noonan  
 Investment Officer

## For Office Use Only

 Received by CS Date 12/28/15 Receipt No. WD43767 Fee \$100<sup>00</sup>  
 Processed by AJ Xi Date X WR CS Date 2/4/16

MALHEUR COUNTY, OR  
MD OF T

2015-4434

12/23/2015 02:14 PM

Cnt=3 Pgs=29

Total:\$202.00



00033726201500044340290293

I, Deborah R DeLong County Clerk for Malheur  
County, Oregon certify that the instrument identified  
herein was recorded in the Clerk records.

Deborah R DeLong - County Clerk

*lame*

RECEIVED

JAN 21 2016

WATER RESOURCES  
WESTERN REGION

RETURN RECORDED DOCUMENT TO

Steven Traynor, Esq./cj  
AXA Equitable AgriFinance, LLC  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223

*Onm68850AM*

Loan No. 60715312

**OREGON DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS  
AND FIXTURE FILING**

THIS OREGON DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Deed of Trust") is made the 23 day of December, 2015 among Greg Obendorf, hereinafter called "Grantor," whose principal address is 26358 Sand Road, Parma, Idaho 83660, AmeriTitle, an Oregon corporation, 70 SW Third Avenue, Ontario, Oregon 97914, as trustee, ("Trustee"), and AXA Equitable Life Insurance Company, a New York corporation, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104, hereinafter called "Lender."

WHEREAS, Brock and Phillip Obendorf Farms, LLC, an Idaho limited liability company, and Gregory R. Obendorf, individually, (collectively referred to as the "Borrower") are justly indebted to the Lender in the sum of Fifteen Million and No/100 Dollars (\$15,000,000.00) ("Loan") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "Note") of even date herewith maturing December 1, 2035.

NOTICE TO RECORDER: THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Grantor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Deed of Trust or any of the other loan

documents delivered by Grantor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Deed of Trust, any of the other Loan Documents, and in consideration of the premises the Grantor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Trustee, **IN TRUST, WITH POWER OF SALE**, the following described real estate ("**Real Estate**") situate in Malheur County, State of Oregon, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

**TOGETHER WITH** (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Grantor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Grantor now has or may hereafter acquire in said Real Estate, and 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 said Real Estate; and (7) any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate. Grantor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Deed of Trust.

**AND ALSO**, Grantor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Grantor or in which Grantor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in **Exhibit "B"** attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights; (c) to the extent listed on the attached **Exhibit "B"**, all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and

commodities contracts; (d) all permits and licenses used in the operation of the Real Estate; (e) to the extent listed on the attached **Exhibit "B"**, general intangibles, including without limitation payment intangibles and software; (f) accounts, including without limitation all of Grantor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (g) personal property of the same general kind or class as otherwise described in this paragraph which Grantor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "**Collateral**"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). **PROVIDED HOWEVER**, that nothing in this Deed of Trust shall prevent Grantor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Grantor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

**TO HAVE AND TO HOLD** the same unto the Trustee, its successors and assigns, forever.

**PROVIDED, ALWAYS**, that if the Grantor, Grantor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Deed of Trust, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Grantor, otherwise to remain in full force and effect.

**AND SUBJECT** to the covenants and conditions hereinafter set forth.

1. **Covenants of Grantor.** The Grantor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) **Principal and Interest:** To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Deed of Trust;

(b) **Taxes and Assessments:** To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Deed of Trust or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Deed of Trust,

the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Grantor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Deed of Trust;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Grantor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Grantor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Grantor's compliance with the covenants contained in this Deed of Trust; and

(m) Warranty of Title: Grantor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Grantor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Grantor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Grantor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "Event of Default" under this Deed of Trust if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Deed of Trust, the Note or any other Loan Documents;

(b) Performance: Grantor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor and/or Borrower and/or other obligor under the Note, this Deed of Trust or any of the other Loan Documents;

(c) Bankruptcy: Grantor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or be adjudicated bankrupt or insolvent;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Grantor;

(e) Dissolution: the dissolution, termination or merger of Grantor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Deed of Trust or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Grantor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Grantor, be due and collectible at once; and/or

(b) Foreclosure: Lender, at its option, may institute judicial foreclosure proceedings to sell the Property or proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and Lender may deliver to Trustee a written declaration of default and demand for sale pursuant to the power of sale herein. If Lender elects to foreclose this Deed of Trust by such power of sale, Lender may deposit with Trustee this Deed of Trust, said Note and evidence of expenditures secured hereby and a written notice of default and election to sell, which notice Trustee shall cause to be recorded if required by applicable law. Trustee shall, without demand on Grantor, after recordation of such notice of default and election to sell (if required by applicable law) and after lapse of such time as may then be required by law, and after notice of sale has been given as may then be required by law, sell said Real Estate (and said Collateral, if requested by Lender, as agent for Lender) at the time and place of sale fixed by Trustee in said notice of sale, either as a whole or in separate parcels or items as determined solely by Lender and in such order as Lender may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Real Estate (or said Collateral) by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Grantor waives, and relinquishes to Lender, all rights to direct the order in which said Real Estate and said Collateral shall be sold or to require that said Real Estate or said Collateral be sold in separate parcels or items. Trustee shall deliver to such purchaser Trustee's deed and, if applicable, bill of sale conveying the Collateral so sold, but without any covenant or warranty, express or implied. The recitals in such deed or bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Lender, may purchase at such sale. Unless otherwise provided by applicable state law, Lender may distribute and apply the proceeds in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings with accrued interest at the rate per annum after default or maturity set forth in the Note; Second, all other items which, under the terms hereof, constitute indebtedness secured by this Deed of Trust additional to that evidenced by the Note, with interest on such items as provided in the Loan Documents; Third, to interest remaining unpaid upon the Note; Fourth, to the

principal remaining unpaid upon the Note; and lastly, the remainder, if any, to the person or persons legally entitled thereto; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Grantor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Grantor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Grantor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Deed of Trust, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Grantor acknowledges that Grantor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Grantor therefore has agreed, in order to provide assurance to Lender with regard to Grantor's financial position, that Grantor shall not allow any lien or encumbrance other than this Deed of Trust and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Deed of Trust, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "Grantor" shall include more than one person or entity, their liability hereunder shall be joint and several.



6. Grantor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Deed of Trust hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Grantor expressly waives and relinquishes any and all rights and remedies Grantor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Grantor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Grantor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Grantor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Grantor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Deed of Trust and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Grantor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Deed of Trust, Grantor's license to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Trustee Matters. Lender may from time to time substitute in such manner as may be provided by law a successor or successors to any Trustee named herein or acting hereunder, which successor Trustee shall thereupon succeed, without conveyance from the predecessor, to all of Trustee's powers, duties, authority and title; or, in the absence of any such law providing for the substitution of trustees in deeds of trust, Lender may, with like effect, make such substitution from time to time by instrument in writing executed and acknowledged by Lender and recorded in the county or counties in which the Real Estate is situated. Said instrument shall

contain the name of the original Grantor, Trustee and Lender, the book and page where this Deed of Trust is recorded, and the name of the new Trustee.

9. Partial Invalidity. The invalidity of any provision of this Deed of Trust shall not affect the remaining provisions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid provision, if any, had not been inserted herein.

10. Environmental Matters. Grantor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Grantor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Grantor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Grantor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Grantor's operations upon the Real Estate and (ii) copies of any documents submitted by the Grantor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Grantor agrees that, notwithstanding any provision to the contrary in this Deed of Trust, this indemnification and hold harmless shall survive the release or reconveyance of this Deed of Trust, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Deed of Trust, or otherwise.

11. No Unlawful Activity. Grantor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law.

12. Deed of Trust as a Security Agreement. This Deed of Trust constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Deed of Trust which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Deed of Trust at law or in equity. Grantor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Grantor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Deed of Trust and will, on demand, pay any expenses incurred by the Lender in

the preparation, execution and filing of any such documents. Grantor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Deed of Trust; (c) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Deed of Trust; and (d) Grantor's exact legal name is as set forth in the first paragraph of this Deed of Trust.

13. Governing Law. This Deed of Trust shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

14. Notice. Each notice, consent, request, report or other communication under this Deed of Trust or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Grantor at its address given on the first page hereof, or to Lender at c/o AXA Equitable AgriFinance, LLC, 4333 Edgewood Rd. N.E., Cedar Rapids, Iowa 52499-5223, Attn: Investment Officer, Loan 60715312, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Grantor shall not be permitted to designate more than one place for service of Notice concurrently.

15. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Grantor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Grantor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Deed of Trust or any of the duplicates of this Deed of Trust in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Deed of Trust or any duplicate of this Deed of Trust or applicable law. Grantor and any party who now has or may in the future have a security or other

interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Deed of Trust, or any of the duplicates of this Deed of Trust is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Deed of Trust, or any duplicate of this Deed of Trust shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

16. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

17. Cross-Default and Cross-Collateralization. In addition to all other indebtedness and obligations secured hereby, this Deed of Trust also secures the following described other loans (each an "Other Loan" and, collectively, the "Other Loans"), including without limitation, the indebtedness evidenced by the Secured Promissory Notes (each an "Other Note" and, collectively, the "Other Notes") described below, and the payment and performance of all other indebtedness and obligations (including any other advances) (collectively, the "Other Indebtedness") under the Other Notes and all agreements, instruments, deeds of trust and/or mortgages recorded concurrently herewith/prior to the date hereof in favor of Lender and other documents evidencing, securing or relating to any of the Other Loans (each an "Other Loan Document" and, collectively, the "Other Loan Documents"), together with any and all amendments, renewals, replacements, extensions or other modifications to any of the foregoing:

(a) Loan No. 60715313 in the original principal amount of Five Million and NO/100 Dollars (\$5,000,000.00) evidenced by a Secured Promissory Note executed by Obendorf Hop, Inc., an Idaho corporation, and payable to the Lender dated of even date herewith, in such original principal amount, secured by property located in the county of Canyon, state of Idaho and in the county of Malheur, Oregon.

The holder of any such Other Note shall be entitled to the benefits of this Deed of Trust to the same extent as the holder of the Note. Accordingly, all references in this Deed of Trust to the Loan, the Note, or the Loan Documents shall be construed to include, respectively, the Other Loans, the Other Notes, and the Other Loan Documents.

Any default or event of default under any Other Loan Documents shall constitute an Event of Default under this Deed of Trust and any of the Loan Documents, including without limitation, the Note. Any Event of Default hereunder or under any of the Loan Documents shall constitute a default or event of default under this Deed of Trust and the Other Loan Documents, including without limitation the Other Notes. In the Event of a Default, Lender may declare all of the principal, interest and other sums which may be outstanding under the Note, this Deed of Trust or the Loan Documents, or the Other Indebtedness (collectively, the "Indebtedness") to be immediately due and payable without further demand, and Lender may exercise any and all rights and remedies provided in any of this Deed of Trust, the Loan Documents or any Other Loan Documents, whether or not Lender exercises its right to accelerate the Indebtedness secured by this Deed of Trust, the Loan Documents or the Other Loan Documents.

The properties secured by the Other Loan Documents commonly described above and which are more particularly described in the Other Loan Documents are herein referred to as the "Other Premises". Lender may, from time to time, at its sole election, release the Loan and/or any or all of the Other Loans from the cross-collateralization and cross-default provisions set forth above.

The "Total Property" (which shall be the "Property" as that term is defined herein, together with the Other Premises shall secure to Lender the payment of the Indebtedness and the performance of the covenants and agreements set forth in this Deed of Trust, the Loan Documents and the Other Loan Documents, all of which are secured to Lender by this Deed of Trust without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property.

In addition to the rights and remedies provided to Lender elsewhere in this Deed of Trust, upon the breach of any covenant or agreement of this Deed of Trust, the Loan Documents or the Other Loan Documents, Lender shall be allowed to enforce the payment of the Indebtedness and performance of the obligations hereunder, and to exercise all of the rights, remedies and powers provided under this Deed of Trust or any of the Loan Documents and the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcels of the Total Property in such order and manner as Lender may elect in its sole and absolute discretion. The enforcement of this Deed of Trust, the Loan Documents or the Other Loan Documents, or any of them against any one or more parcel of the Total Property, whether by court action, power of sale, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Deed of Trust, the Loan Documents or any of the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Borrower and Grantor, not merged into any such judgment. This Deed of Trust shall secure to Lender the repayment of any amount which Borrower and Grantor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note secured hereby, the Loan Documents or any of the Other Loan Documents. Borrower and Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Deed of Trust, the Loan Documents or any of the Other Loan Documents in any particular manner or order or in any particular state or county. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings or by power of sale in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceeding has been commenced elsewhere with respect to the same or any other part of the Total Property.

Any release of this Deed of Trust with respect to any one parcel of the Total Property shall not in any event prevent or impair Lender from enforcing all of its rights and remedies with respect to any other parcel of the Total Property. Grantor shall pay Lender's reasonable costs incurred in releasing this Deed of Trust.

Lender shall have the right to determine the order in which any or all of the Total Property shall be subjected to the remedies provided in this Deed of Trust, the Loan Documents or any of the Other Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Deed of Trust or any of the Loan Documents and/or the Other Loan Documents.

If the lien of this Deed of Trust, the Loan Documents or any other of the Loan Documents is invalid or unenforceable as to any parcel of the Total Property, the unsecured or partially secured portion of the Indebtedness secured by this Deed of Trust, the Loan Documents or any other of the Loan Documents shall be completely paid prior to the payment of the remaining secured or partially secured portions of such Indebtedness.

18. ORS 93.040 DISCLAIMER. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

19. Attorneys' Fees. Under Section 1(h), all legal expenses or attorneys' fees include those fees and costs whether or not incurred in connection with litigation, and if incurred in connection with litigation, including such fees, expenses, and costs as are incurred at trial and on appeal or discretionary review.

20. INSURANCE. UNLESS YOU PROVIDE LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY YOUR CONTRACT OR LOAN AGREEMENT, LENDER MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT LENDER'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE

COVERAGE LENDER PURCHASES MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY LENDER. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE LENDER PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

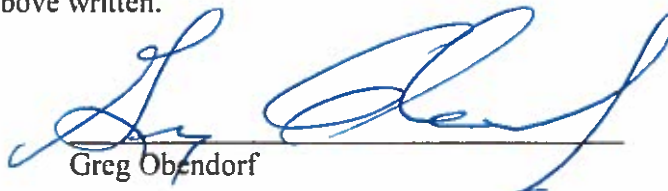
21. **ORS 41.580 DISCLOSURE.** UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LENDER TO BE ENFORCEABLE.

22. **Purpose of Loan.** The Loan secured hereby is made, and all proceeds thereof will be used solely for commercial, investment, or business purposes and not for personal, household, or family purposes. This Deed of Trust is not a residential deed of trust. So long as any of the debt secured hereby is unpaid, Grantor covenants and agrees that the Property shall remain non-residential property.

23. **Variable Rate of Interest.** The Note and the other Loan Documents secured by this Deed of Trust contain provisions allowing for changes in the interest rate from time to time during the term of the indebtedness.

[SIGNATURES ON FOLLOWING PAGE]

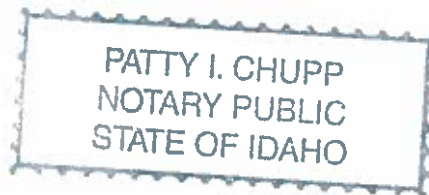
IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Deed of Trust as of the day and year first above written.

  
Greg Obendorf

STATE OF IDAHO )  
COUNTY OF Ada ) SS.

I, Patty I. Chupp a notary public in and for said county and state, do hereby certify that on this 21<sup>st</sup> day of December, 2015, personally appeared before me the within named Greg Obendorf, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



  
Notary Public

My commission expires: 5/8/16

Tax statements for the real property described in this instrument should be sent to:

Greg Obendorf  
26358 Sand Road  
Parma, Idaho 83660

This document drafted by:

Steven Traynor, Esq./cj  
AXA Equitable AgriFinance, LLC  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223



### **FEDERAL GRAZING LEASE AND PERMIT MORTGAGE RIDER**

For and in consideration of the sum expressed in this Mortgage and the mutual covenants and conditions herein contained, the Mortgagor does by these presents grant, bargain, sell and convey to said Lender the following grazing leases and permits:

#### **Federal Grazing Lease and Permit:**

| <b>Lease No.</b> | <b>Name</b> | <b>Authorizing Office</b> | <b>Effective Date</b> | <b>Expiration Date</b> | <b>Issue Date</b> | <b>Actual Active AUMS</b> | <b>Actual Suspended AUMS</b> |
|------------------|-------------|---------------------------|-----------------------|------------------------|-------------------|---------------------------|------------------------------|
| 3601871          | Obendorf    | Jordan Field Office       | 03/01/2014            | 02/28/2024             | 02/24/2014        | 3000                      | 537                          |
| 3602195          | Obendorf    | Jordan Field Office       | 04/25/2013            | 02/28/2016             | 04/25/2013        | 485                       | 0                            |

1. The Mortgagor does hereby further covenant and agree with the Lender: To be the lawful owner and holder of said leases permits; to have good right to sell and convey the same; that said leases permits are free from all liens or encumbrances and have not been pledged or assigned as security for any indebtedness other than that secured by this Mortgage; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay all rents due or charges to become due under the terms of said lease[s] permits, or any renewal or extension thereof, in the manner provided therein, by the laws of the state in which said lands are situate or the rules and regulations of properly constituted authorities by the rules and regulations of the United States Department of Interior or the laws of the United States.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases and permits, to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to said leases and permits.

4. To make application and do any and all things necessary to obtain extension or renewal of said leases permits during the term of this Mortgage.

5. To execute to the Lender, at such times as the Lender may require, assignment or assignments of said leases and permits or any renewal or extension thereof, in such form or forms as may be satisfactory to the Lender.

6. That said leases and any renewals thereof shall run with and attach to the land first herein before described and owned in fee by the Mortgagor, and upon any conveyance or transfer of said fee-owned land, the Mortgagor, their heirs, executors, administrators, trustees, and assigns, shall assign to the grantee in such conveyance or transfer the Mortgagor's or their successors' equity in said leases or the renewals thereof, subject to the lien of this Mortgage and to the rights of the Lender as assignee or otherwise, as herein provided.

7. To reimburse the Lender for all costs and expenses incurred by it in any suit to foreclose any assignment of said leases and any renewals thereof, or in any suit in which the Lender may be obliged to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. That in the event the Mortgagor fails to pay when due any rent, rents or charges payable under said leases and permits or the renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, the Lender may make such payment and the amount paid therefor shall become a part of the indebtedness secured by the lien of this Mortgage and bear interest from the date of payment at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity.

9. That in the event the Mortgagor, with consent of the Lender, substitutes any leases for the leases herein described, or the renewals thereof, such substituted leases and renewals thereof shall be subject to the provisions of this Mortgage to the same extent as if said substituted leases or the renewals were described herein.

10. That in the event the Mortgagor fails to keep and perform all and singular the covenants, conditions and agreements contained in this Mortgage, including this rider, or fails to comply with the terms of said leases or renewals thereof, or fails to comply with the laws of the state the regulations of the United States Department of Interior or the laws of the United States applicable thereto in which said lands are situate and the rules and regulations of the properly constituted authorities applicable to leases and the renewal thereof, then the whole of the indebtedness secured hereby, at the option of the Lender, shall become immediately due and payable and bear interest from such date at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity, and the Lender, at its option, may proceed to foreclose either the Mortgage or the assignments, or both.

11. That in the event the Mortgagor shall purchase any portion of said lands they will upon request include said lands within this Mortgage or assign to the Lender the contract for purchase in case said lands are purchased under contract. On refusal of the Mortgagor to include said lands within this Mortgage or to assign said contract on demand of the Lender, this Mortgage shall become due and payable at once without notice at the option of the Lender.

12. The Mortgagor does hereby assign, transfer and set over unto Lender, its successors and assigns, all the right, title and interest of the Lender in the permits and leases described above, as security for the repayment of money loaned.

13. That this rider shall be a part of the Mortgage to which it is attached, to the same extent as if it were set out therein.

## EXHIBIT "A"

68850AM

Map 3046; Tax Lot 2900 & 3601:

Land in Malheur County, Oregon, as follows:

In Twp. 30 S., R. 46 E., W.M.:

Sec. 9: S1/2.

Sec. 10: SE1/4 NW1/4, S1/2 SW1/4 SE1/4, SW1/4.

Sec. 14: W1/2 W1/2.

Sec. 15: ALL.

SUBJECT TO County road right of way.

Map 3245; Tax Lot 300 & 800:

Land in Malheur County, Oregon, as follows:

In Twp. 32 S., R. 45 E., W.M.:

Sec. 2: W1/2 SW1/4 and SE1/4 SW1/4.

Sec. 3: S1/2 S1/2.

Sec. 9: E1/2 NE1/4, N1/2 SE1/4, SW1/4 SE1/4.

Sec. 10: W1/2 NW1/4.

Sec. 11: NW1/4 NE1/4, NE1/4 NW1/4.

Sec. 32: SE1/4 NE1/4.

Sec. 33: SW1/4 NE1/4, S1/2 NW1/4, N1/2 SW1/4, SE1/4.

Sec. 34: W1/2 SW1/4.

SUBJECT TO County road right of way.

## **EXHIBIT B**

### **PERSONAL PROPERTY**

All of the following collateral which is now or hereafter owned by Grantor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "Real Estate"), and the products and proceeds thereof:

1. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights, including but not limited to those in the Wilder Irrigation District and Riverside Irrigation District and those listed on Schedule I attached hereto;

2. Machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting, harvesting and tillage equipment);

3. Pickers, conveyers, levelers, burners, measure tec and bailer located at the 95 picker, drying and bailing facility, 26268 Jacks Creek Road, Parma, Idaho;

4. Specific items of personal property described in Schedule I attached hereto and made a part hereof.

#### **Bureau of Land Management Leases/Allotments:**

| Lease No. | Name     | Authorizing Office  | Effective Date | Expiration Date | Issue Date | Actual Active AUMS | Actual Suspended AUMS |
|-----------|----------|---------------------|----------------|-----------------|------------|--------------------|-----------------------|
| 3601871   | Obendorf | Jordan Field Office | 03/01/2014     | 02/28/2024      | 02/24/2014 | 3000               | 537                   |
| 3602195   | Obendorf | Jordan Field Office | 04/25/2013     | 02/28/2016      | 04/25/2013 | 485                | 0                     |

## SCHEDULE 1

(Description of Specific Collateral)

### Wilder Irrigation District - Water Rights

#### Tract #1

Account #1255 - 113.63 acres  
Account #1255-2 - 9.81 acres  
Account #1255-1 - 8.00 acres

#### Tract #2

Account #810-1 - 37.62 acres  
Account #808-809 - 69.74 acres

#### Tract #3

Account #805-806 - 78.48 acres  
Account #882 - 75.98 acres

#### Tract #4

Account #874 - 38.02 acres

#### Tract #5

Account #912 - 36.77 acres

### Irrigation Equipment

#### Tract #1 – Hop Drip System

1 – 30 H.P. Baldor Horizontal Electric Motor SN# Z0809221821  
1 – Cornell Horizontal Pump SN# 156242 SA8134A-EP  
3 – Flow Guard Sand Filtration Canisters

#### Tract #2 – Hop Drip System

1 – 30 H.P. Baldor Horizontal Electric Motor SN# Z0810221646  
1 – Cornell Horizontal Pump SN# not available  
3 – Flow Guard Sand Filtration Canisters

#### Tract #3 – Hop Drip System

1 – 40 H.P. Baldor Horizontal Electric Motor SN# C1311190587  
1 – Paco Horizontal Pump SN# 14100307110LM  
4 – Lakos Sand Filtration Canisters

#### Tract #4 – Hop Drip System

1 – 50 H.P. Baldor Horizontal Electric Motor SN# Z1211141716  
1 – Paco Horizontal Pump SN# RS1448120109KW  
5 – Lakos Sand Filtration Canisters

Together with appurtenant filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

**Wilder Irrigation District - Water Rights  
Huff Unit**

Account #920 - 139.75 acres

**Huff Hop Irrigation Equipment**

|  |                   |
|--|-------------------|
| 1 – 20 H.P. Baldor Horizontal Electric Motor | SN# F080414697    |
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0807230096   |
| 1 – Berkeley Horizontal Pumps                | SN# not available |
| 4 – Flow-Guard Filtration Canisters          |                   |
| 1 – Short-Coupled Turbine Pump               | Make not readable |

**Harris Unit**

Account #810 - 36.96 acres

Pump & Motors located north of county road.

**Carter Unit**

Account #1258 - 29.50 acres

Pump & Motor located on Howard Unit

Together with appurtenant buried main line, filtration, electric control panels, valves, back flush devices, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

**Wilder Irrigation District - Water Rights****GO-O Unit**

Account #813 - 37.89 acres  
Account #814 - 38.49 acres  
Decree #63-8567 - 74.00 acres (supplemental well)

**Kneifel Unit**

Account #812 - 76.03 acres

**Irrigation Equipment****G O-O & Kneifel Units – Hop Drip System**

|  |                  |
|--|------------------|
| 1 – 75 HP General Electric Vertical Motor    | SN# GNJ713523    |
| 1 – Peerless Deep Well Turbine Pump          | SN# PL77-4562    |
| 1 – 40 H.P. Baldor Horizontal Electric Motor | SN# Z0810311676  |
| 1 – Cornell Horizontal Pump                  | SN# 156238-12.50 |
| 5 – Flow Guard Sand Filtration Canisters     |                  |

**Wilder Irrigation District - Water Rights****Bradshaw Unit**

Account #827 - 77.73 acres

**Lowe Unit**

Account #826 - 36.45 acres  
Account #825 - 39.24 acres

**Irrigation Equipment****Lowe & Bradshaw Units (serves Unit #2 Bradshaw)**

|  |                  |
|--|------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z080922180   |
| 1 – Cornell Horizontal Pump                  | SN# 156240-11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                  |

**Wilder Irrigation District - Water Rights****Andrews Units**

Account #817 - 71.40 acres  
Account #818-819- 73.81 acres

**Irrigation Equipment**

|  |                             |
|--|-----------------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0810221661             |
| 1 – Cornell Horizontal Pump                  | SN# 156244 11.38 SA8134A-EP |
| 3 – Flow Guard Sand Filtration Canisters     |                             |

**Maoh Unit**

Account #807 - 63.66 acres  
Decree #63-8531 - 54.00 acres (supplemental well)

**Irrigation Equipment**

**Located on Howard Unit**

|  |                   |
|--|-------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0810221646   |
| 1 – Cornell Horizontal Pump                  | SN# not available |
| 3 – Flow Guard Sand Filtration Canisters     |                   |

**Howard Unit**

Account #1265- 76.25 acres

**Irrigation Equipment**

|  |                  |
|--|------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z1106141376  |
| 1 – Cornell Horizontal Pump                  | SN# 156245 11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                  |

**Klahr-Benson Unit**

Account #1224 - 76.59 acres

**Irrigation Equipment**

|  |                 |
|--|-----------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0812020771 |
| 1 – Cornell Horizontal Pump                  | SN# 56714 11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                 |

Together with appurtenant filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the above drip irrigation systems.

**Mathews Bluff Unit – Riverside Irrigation District**

Stock Cert #1059 - 5.00 shares (50.0 acres)

**Mathews Bottom Unit**

IDWR Decree #63-21616 - 107.0 acres

IDWR Decree #63-11306 - Wildlife



**Wilder Irrigation District - Water Rights  
Section 5**

Account #828-3 - 25.46 acres

**Wilder Irrigation District - Water Rights  
Section 12**

Account #896 - 138.75 acres

**Wilder Irrigation District - Water Rights  
Section 23**

Account #1065-1 - 55.32 acres

**Section 12 Hop Irrigation Equipment**

1 - 40 H.P. Baldor Horizontal Electric Motor SN# Z12100303076

1 - Paco Horizontal Pump SN# not available

5 - Lakos Sand Filtration Canisters

Together with appurtenant buried main line, filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

***Parcel #1 - Home Ranch***

| <u>Water Right #</u>                  | <u>Source</u>             | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u>   |
|---------------------------------------|---------------------------|-----------------|--------------------|----------------|
| 8340                                  | Jordan Creek & Spring     | 12/31/1872      |                    | 279.0          |
|                                       |                           | 12/31/1880      |                    | 150.7          |
| 21697                                 | Jordan Creek              | 12/17/1949      | 0.84               | 50.0           |
| 27289                                 | Jordan Creek              | 12/06/1956      | 0.84               | 136.5          |
|                                       | (2.5 Acres Overlap #8340) |                 |                    |                |
| 27561                                 | 4 Wells (Supplemental)    | 09/09/1957      | 1.45               | 116.0          |
| 33952                                 | Well #5 (Primary)         | 07/05/1961      | 4.63               | 2.2            |
|                                       | (Supplemental)            |                 |                    | 362.3          |
| 45423                                 | Well #1                   | 09/21/1966      | 1.36               | 108.7          |
| 45776                                 | Well #1                   | 02/26/1973      | 0.44               | 35.5           |
| <b>Total Acreage</b>                  |                           |                 |                    | <b>1,240.9</b> |
| Primary Irrigation - 762.6 Acres      |                           |                 |                    |                |
| Supplemental Irrigation - 478.3 Acres |                           |                 |                    |                |

**Parcel #2 – Maher Parcel**

| <u>Water Right #</u> | <u>Source</u>   | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u> |
|----------------------|---|-----------------|--------------------|--------------|
| 38172                | Parsnip Creek Reservoir                                       | 02/16/1959      | 181.0              | ---          |
|                      |   |                 | (Ac-Ft)            |              |
| 38173                | Parsnip Creek &<br>Parsnip Creek Reservoir                    | 02/16/1959      | 3.68               | 220.7        |
| 65105                | Parsnip Creek &<br>(Parsnip Creek Diversion<br>Dam Reservoir) | 06/20/1973      | 475.0              | ----         |
|                      |   |                 | (Ac-Ft)            |              |
| 65106                | Parsnip Creek &<br>(Parsnip Creek Diversion<br>Dam Reservoir) | 06/20/1973      | 475.0              | ----         |
|                      |   |                 | (Ac-Ft)            |              |
| Total Acreage        |   |                 |                    | 220.7        |

Parcel #2 has 220.7 Acres of Primary Water Rights & 656 Ac-Ft of Reservoir Storage.

**Parcel #3 – Arritola Parcel**

| <u>Water Right #</u>                  | <u>Source</u>  | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u> |
|---------------------------------------|--|-----------------|--------------------|--------------|
| 31537                                 | Mud Flat Creek/Reservoir                                 | 07/29/1916      | 0.91               | 73.0         |
| 31538                                 | Mud Flat Creek/Reservoir                                 | 07/29/1916      | 1.33               | 106.3        |
| 2922                                  | Whitehorse Creek &<br>Mud Flat Drainage<br>(Storage)     | 07/29/1916      | 2.021              | ----         |
|                                       |  |                 | (Ac-Ft)            |              |
| 31542                                 | Unnamed Stream &<br>Mud Flat Reservoir<br>(Supplemental) | 06/25/1956      | 2.99               | 179.3        |
| 31541                                 | Whitehorse Creek &<br>Mud Flat Drainage<br>(Storage)     | 12/06/1956      | 450                | ---          |
|                                       |  |                 | (Ac-Ft)            |              |
| Total Acreage                         |  |                 |                    | 358.6        |
| Primary Irrigation - 179.3 Acres      |  |                 |                    |              |
| Supplemental Irrigation - 179.3 Acres |  |                 |                    |              |
| Reservoir Storage - 2,471 Acre Feet   |  |                 |                    |              |

| Water Right No. | Source-Tributary   | Beneficial Use  | From - To  | Diversion Rate | Volume    | Acres |
|-----------------|--|---|------------|----------------|-----------|-------|
| 63-9744         | Sand Hollow Creek - Snake River<br>Unnamed Stream - Sand Hollow Creek<br>Unnamed Ditch - Sand Hollow Creek | Irrigation  | 3/1-11/15  | 1.74 CFS       | 391.5 AFA | 254   |
| 63-21688        | Ground Water   | Domestic  | 1/1-12/31  | 0.04 CFS       |           |       |
| 63-21689        | Ground Water   | Domestic  | 1/1-12/31  | 0.04 CFS       |           |       |
| 63-32067        | Ponds - Sand Run Gulch Creek<br>Sand Run Gulch Creek - Snake River   | Wildlife<br>Wildlife Storage<br>and Diversion to<br>Storage | 11/15-3/15 | 90 CFS         | 200 AFA   |       |

|                     |   |                    |
|---------------------|---|--------------------|
| Location:           | T30S. R46E. WM                                      | Section 15: SE¼SE¼ |
| Date Drilled:       | September 1966                                      |                    |
| Well Diameter:      | 14"   |                    |
| Well Depth:         | 420 feet  |                    |
| Casing Depth:       | 420 feet  |                    |
| Static Water Level: | -25 feet  |                    |
| Drawdown:           | 104 feet  |                    |
| Tested Output:      | 4,100 g.p.m.  |                    |
| Pump:               | Layne & Bowler Verti-Line Turbine<br>Serial # 44374 |                    |
| Motor:              | US Holloshaft      125 hp<br>Serial #1405222        |                    |

**(Zimmatic brand) Pivot Irrigation**

| <b>Two 4 Tower Pivots/1/2 radius±</b> |                           |
|---------------------------------------|---------------------------|
| <b>8 towers</b>                       | <b>160' est per tower</b> |
| <b>End and gun</b>                    | <b>80' est</b>            |

| <b>Water Right No.</b> | <b>Source-Tributary</b>     | <b>Beneficial Use</b>                                | <b>From - To</b>                       | <b>Diversion Rate</b>   | <b>Volume</b> | <b>Acres</b> |
|------------------------|-----------------------------|--|--|-------------------------|---------------|--------------|
| 63-0744                | Ground Water                | Irrigation   | 3/15-11/15                             | 1.28 CFS                | 387AFA        | 86           |
| 63-33503               | Unnamed Drain - Boise River | Irrigation   | 3/1-11/15                              | 1 CFS                   |               | 12           |
| 63-32459               | Boise River - Snake River   | Wildlife<br>Wildlife Storage<br>Diversion to Storage | 11/16-2/28<br>11/16-2/28<br>11/16-2/28 | 6 CFS<br>6 CFS<br>6 CFS | 12 AFA        |              |
| 63-33507               | Boise River - Snake River   | Wildlife<br>Wildlife Storage<br>Diversion to Storage | 9/1-11/15<br>9/1-11/15<br>9/1-11/15    | 6 CFS<br>6 CFS<br>6 CFS | 12 AFA        |              |

**Riverside Irrigation District**

|                             |  |
|-----------------------------|--|
| <b>Certificate #: 1062</b>  |  |
| <b>Customer ID: RID0152</b> |  |
| <b>Irrigated Acres</b>      | <b>Current Price</b>                       |
| 9 shares (90 acres)         | \$175/share - Spring<br>\$175/share - Fall |
| Total: \$1,575              |  |
| Account is current          |  |

| <b>Customer #</b> | <b>Certificate #'s</b> | <b>Shares</b> | <b>Acres<br/><small>10 acres/share</small></b> | <b>Status</b> | <b>Price/Share</b> | <b>Total</b> |
|-------------------|------------------------|---------------|--|---------------|--------------------|--------------|
| RID0151           | 101310                 | 5.65          | 56.5   | Active        | \$175/Share        | \$1,013.75   |

| Parcel #: R39169000 &<br>R39170000 | Irrigated Acres/<br>Cost per Acre | Total                  |
|------------------------------------|-----------------------------------|------------------------|
|                                    | 152.2 Acres<br>\$59/Acre          | \$8,979.80±<br>Current |

| Parcel #: R39190000             | Irrigated Shares/<br>Cost per Share     | Total                |
|---------------------------------|---|----------------------|
| Cert #: 1310                    | 5.65 Shares (56.5 acres)<br>\$175/Share | \$988.75±<br>Current |
| <i>Note: 1 share = 10 acres</i> |   |                      |

**Owner:** Greg Obendorf

**Water Right No.:** 63-33458

| Source       | Beneficial Use                       | From  | To    | Diversion<br>Rate    | Priority<br>Date |
|--------------|--------------------------------------|-------|-------|----------------------|------------------|
| Ground Water | <u>Irrigation</u><br>Total Diversion | 03/01 | 11/15 | 2.92 CFS<br>2.92 CFS | 5/23/1985        |

**Owner:** Greg Obendorf

**Water Right Application No.:** 63-34071

| Source       | Beneficial Use                       | From  | To    | Diversion<br>Rate  | Priority<br>Date |
|--------------|--------------------------------------|-------|-------|--------------------|------------------|
| Ground Water | <u>Irrigation</u><br>Total Diversion | 03/01 | 11/15 | 2.8 CFS<br>2.8 CFS | 3/31/2015        |

**Owner:** Greg Obendorf

**Water Right No.:** 63-21685

| Source       | Beneficial Use                     | From | To    | Diversion<br>Rate    | Priority<br>Date |
|--------------|------------------------------------|------|-------|----------------------|------------------|
| Ground Water | <u>Domestic</u><br>Total Diversion | 1/01 | 12/31 | 0.04 CFS<br>0.04 CFS | 01/01/1900       |

**Owner:** Greg Obendorf

**Water Right No.:** 63-21686

| Source       | Beneficial Use                     | From | To    | Diversion<br>Rate    | Priority<br>Date |
|--------------|------------------------------------|------|-------|----------------------|------------------|
| Ground Water | <u>Domestic</u><br>Total Diversion | 1/01 | 12/31 | 0.04 CFS<br>0.04 CFS | 01/01/1900       |

Farm A is irrigated via the well that is noted above. It has a Baldor 50hp 3 phase pump (cat #: JPM25432). The well is located on Roswell Road, approximately midpoint of the field, which lies between Hatch Lane and Matthews Road. There is a bubbler and chemical tanks on site, and the water is pumped to the Hop bubbler irrigation system. The property could be row cropped and flood irrigated via a concrete ditch.

Farm B utilizes irrigation district water, and the water is pumped via a Baldor 30hp 3 phase pump (cat #: A1733T-55). There is a bubbler and chemical tanks located next to the pump in the SE corner. The Hop field is irrigated via a bubbler system.

IDWR Water Right No. 63-8701 for 27252 Rodeo Lane, Parma, Idaho

4  
2015-050162

RECORDED

12/23/2015 02:38 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=44 MBROWN

\$139.00

TYPE: MTG D OF T

FIRST AMERICAN TITLE / EAGLE

ELECTRONICALLY RECORDED

4102-2525542

RETURN RECORDED DOCUMENT TO

Steven Traynor, Esq./cj  
AXA Equitable AgriFinance, LLC  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223

ELECTRONICALLY RECORDED - DO NOT  
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PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

Loan No. 60715312

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

THIS IDAHO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Mortgage") is made the 23 day of December, 2015 between Gregory R. Obendorf a/k/a Greg Obendorf and Ann M. Obendorf, husband and wife, Ray Obendorf a/k/a George Ray Obendorf, individually, Brock & Phillip Obendorf Farms, LLC a/k/a Brock and Phillip Obendorf Farms, LLC, an Idaho limited liability company, G.O. Investments Idaho, LLC, an Idaho limited liability company, and Obendorf Malheur Farms, LLC, an Idaho limited liability company, whose addresses are 26358 Sand Road, Parma, Idaho 83660, hereinafter called "Mortgagor," and AXA Equitable Life Insurance Company, a New York corporation, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104, hereinafter called "Lender."

WHEREAS, Brock and Phillip Obendorf Farms, LLC, an Idaho limited liability company, and Gregory R. Obendorf, individually, (collectively referred to as the "Borrower") are justly indebted to the Lender in the sum of Fifteen Million and No/100 Dollars (\$15,000,000.00) ("Loan") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "Note") of even date herewith maturing December 1, 2035.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents

4102-2525542

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**NOW, THEREFORE, THIS MORTGAGE WITNESSETH**, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents



delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("**Real Estate**") situate in Canyon County, State of Idaho, to wit:

See attached **Exhibit "A"**, which is incorporated herein by reference.

**TOGETHER WITH** (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and 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 said Real Estate; and (7) any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate. Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

**AND ALSO**, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in **Exhibit "B"** attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights; (c) to the extent listed on the attached **Exhibit "B"**, all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (d) all permits and licenses used in the operation of the Real Estate; (e) to

the extent listed on the attached **Exhibit "B"**, general intangibles, including without limitation payment intangibles and software; (f) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (g) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "**Collateral**"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

**TO HAVE AND TO HOLD** the same unto the Lender, its successors and assigns, forever.

**PROVIDED, ALWAYS,** that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

**AND SUBJECT** to the covenants and conditions hereinafter set forth.

1. **Covenants of Mortgagor.** The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) **Principal and Interest:** To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

(b) **Taxes and Assessments:** To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the

entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "Event of Default" under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Note, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or be adjudicated bankrupt or insolvent;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "Rents and Profits"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's license to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said,

Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing

statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

12. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

13. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o AXA Equitable AgriFinance, LLC, 4333 Edgewood Rd. N.E., Cedar Rapids, Iowa 52499-5223, Attn: Investment Officer, Loan 60715312, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or



exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

15. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

16. Cross-Default and Cross-Collateralization. In addition to all other indebtedness and obligations secured hereby, this Mortgage also secures the following described other loans (each an "Other Loan" and, collectively, the "Other Loans"), including without limitation, the indebtedness evidenced by the Secured Promissory Notes (each an "Other Note" and, collectively, the "Other Notes") described below, and the payment and performance of all other indebtedness and obligations (including any other advances) (collectively, the "Other Indebtedness") under the Other Notes and all agreements, instruments, deeds of trust and/or mortgages recorded concurrently herewith/prior to the date hereof in favor of Lender and other documents evidencing, securing or relating to any of the Other Loans (each an "Other Loan Document" and, collectively, the "Other Loan Documents"), together with any and all amendments, renewals, replacements, extensions or other modifications to any of the foregoing:

(a) Loan No. 60715313 in the original principal amount of Five Million and NO/100 Dollars (\$5,000,000.00) evidenced by a Secured Promissory Note executed by Obendorf Hop, Inc., an Idaho corporation, and payable to the Lender dated of even date herewith, in such original principal amount, secured by property located in the county of Canyon, state of Idaho and in the county of Malheur, state of Oregon.

The holder of any such Other Note shall be entitled to the benefits of this Mortgage to the same extent as the holder of the Note. Accordingly, all references in this Mortgage to the Loan, the Note, or the Loan Documents shall be construed to include, respectively, the Other Loans, the Other Notes, and the Other Loan Documents.

Any default or event of default under any Other Loan Documents shall constitute an Event of Default under this Mortgage and any of the Loan Documents, including without limitation, the Note. Any Event of Default hereunder or under any of the Loan Documents shall constitute a default or event of default under this Mortgage and the Other Loan Documents, including without limitation the Other Notes. In the Event of a Default, Lender may declare all of the principal, interest and other sums which may be outstanding under the Note, this Mortgage or the Loan Documents, or the Other Indebtedness (collectively, the "Indebtedness") to be immediately due and payable without further demand, and Lender may exercise any and all

rights and remedies provided in any of this Mortgage, the Loan Documents or any Other Loan Documents, whether or not Lender exercises its right to accelerate the Indebtedness secured by this Mortgage, the Loan Documents or the Other Loan Documents.

The properties secured by the Other Loan Documents commonly described above and which are more particularly described in the Other Loan Documents are herein referred to as the **"Other Premises"**. Lender may, from time to time, at its sole election, release the Loan and/or any or all of the Other Loans from the cross-collateralization and cross-default provisions set forth above.

The **"Total Property"** (which shall be the **"Property"** as that term is defined herein, together with the Other Premises shall secure to Lender the payment of the Indebtedness and the performance of the covenants and agreements set forth in this Mortgage, the Loan Documents and the Other Loan Documents, all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property.

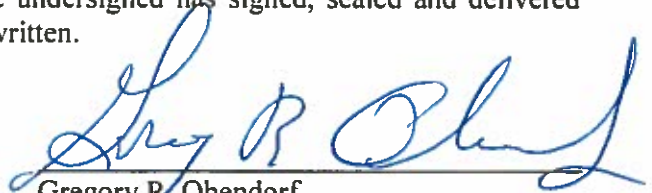
In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage, the Loan Documents or the Other Loan Documents, Lender shall be allowed to enforce the payment of the Indebtedness and performance of the obligations hereunder, and to exercise all of the rights, remedies and powers provided under this Mortgage or any of the Loan Documents and the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcels of the Total Property in such order and manner as Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage, the Loan Documents or the Other Loan Documents, or any of them against any one or more parcel of the Total Property, whether by court action, power of sale, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage, the Loan Documents or any of the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Borrower and Mortgagor, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of any amount which Borrower and Mortgagor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note secured hereby, the Loan Documents or any of the Other Loan Documents. Borrower and Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage, the Loan Documents or any of the Other Loan Documents in any particular manner or order or in any particular state or county. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings or by power of sale in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceeding has been commenced elsewhere with respect to the same or any other part of the Total Property.

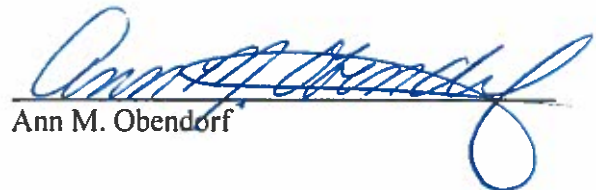
Any release of this Mortgage with respect to any one parcel of the Total Property shall not in any event prevent or impair Lender from enforcing all of its rights and remedies with respect to any other parcel of the Total Property. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

Lender shall have the right to determine the order in which any or all of the Total Property shall be subjected to the remedies provided in this Mortgage, the Loan Documents or any of the Other Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Mortgage or any of the Loan Documents and/or the Other Loan Documents.

If the lien of this Mortgage, the Loan Documents or any other of the Loan Documents is invalid or unenforceable as to any parcel of the Total Property, the unsecured or partially secured portion of the Indebtedness secured by this Mortgage, the Loan Documents or any other of the Loan Documents shall be completely paid prior to the payment of the remaining secured or partially secured portions of such Indebtedness.

**IN WITNESS WHEREOF**, each of the undersigned has signed, sealed and delivered this Mortgage as of the day and year first above written.

  
Gregory B. Obendorf

  
Ann M. Obendorf

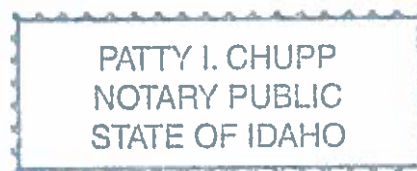
STATE OF IDAHO )  
 ) SS.  
COUNTY OF Ada )

I, Patty I. Chupp, a notary public in and for said county and state, do hereby certify that on this 21<sup>st</sup> day of December, 2015, personally appeared before me the within named **Gregory R. Obendorf**, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Patty I. Chupp  
Notary Public

My commission expires: 5/8/16



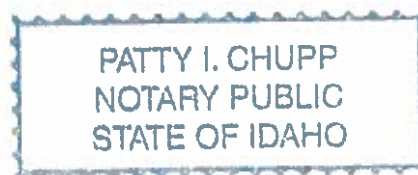
STATE OF IDAHO )  
 ) SS.  
COUNTY OF Ada )


I, Patty I. Chupp, a notary public in and for said county and state, do hereby certify that on this 21<sup>st</sup> day of December, 2015, personally appeared before me the within named **Ann M. Obendorf**, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Patty I. Chupp  
Notary Public

My commission expires: 5/8/16



  
Gregory R. Obendorf, as Attorney-in-Fact  
for George Ray Obendorf

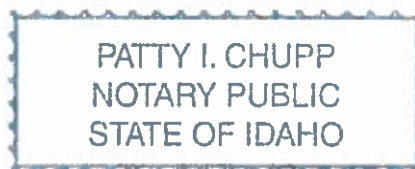
STATE OF IDAHO )  
COUNTY OF Ada ) SS.

I, Patty I. Chupp, a notary public in and for said county and state, do hereby certify that on this 21<sup>st</sup> day of December, 2015, personally appeared before me the within named **Gregory R. Obendorf, as Attorney-in-Fact for George Ray Obendorf**, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

  
Notary Public

My commission expires: 5/8/16



Brock & Phillip Obendorf Farms, LLC,  
an Idaho limited liability company

By: [Signature]  
Name: Brock Obendorf  
Title: Manager

By: [Signature]  
Name: Phillip Obendorf  
Title: Manager

STATE OF IDAHO )  
COUNTY OF Ada ) SS.

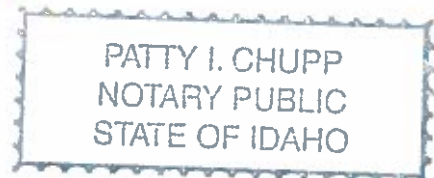
On this 21<sup>st</sup> day of December, 2015, before me, the undersigned notary public in and for said county and state, personally appeared **BROCK OBENDORF**, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

[Signature]  
Notary Public

My commission expires: 5/8/16

STATE OF IDAHO )  
COUNTY OF Ada ) SS.

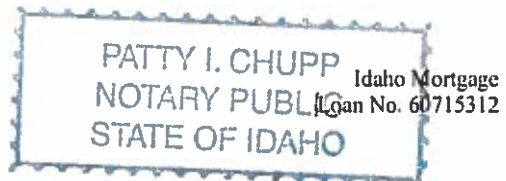


On this 21<sup>st</sup> day of December, 2015, before me, the undersigned notary public in and for said county and state, personally appeared **PHILLIP OBENDORF**, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

[Signature]  
Notary Public

My commission expires: 5/8/16



G.O. Investments Idaho, LLC,  
an Idaho limited liability company

By: [Signature]  
Name: Jerry Jackson, as Trustee of The  
George Ray Obendorf Irrevocable  
Trust to Benefit Gregory Ray  
Obendorf dated December 13, 2007  
Title: General Manager

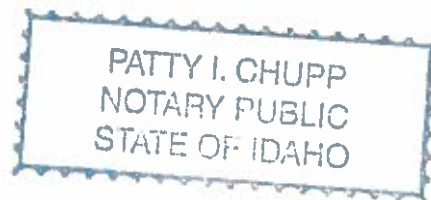
STATE OF IDAHO )  
COUNTY OF Adair ) SS.  
)

On this 21<sup>st</sup> day of December, 2015, before me, the undersigned notary public in and for said county and state, personally appeared **JERRY JACKSON, AS TRUSTEE OF THE GEORGE RAY OBENDORF IRREVOCABLE TRUST TO BENEFIT GREGORY RAY OBENDORF DATED DECEMBER 13, 2007**, to me personally known, who, being by me duly sworn, did say that he is the General Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

My commission expires: 5/8/16

[Signature]  
Notary Public





Obendorf Malheur Farms, LLC,  
an Idaho limited liability company

By:   
Name: Gregory R. Obendorf  
Title: Sole Member and Manager

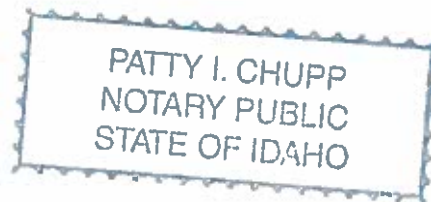
STATE OF IDAHO )  
COUNTY OF Ada ) SS.  
)

On this 21<sup>st</sup> day of December, 2015, before me, the undersigned notary public in and for said county and state, personally appeared **GREGORY R. OBENDORF**, to me personally known, who, being by me duly sworn, did say that he is the Sole Member and Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

My commission expires: 5/8/16

  
Notary Public





Tax statements for the real property described in this instrument should be sent to:

Brock & Phillip Obendorf Farms, LLC  
26358 Sand Road  
Parma, Idaho 83660

This document drafted by:

Steven Traynor, Esq./cj  
AXA Equitable AgriFinance, LLC  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223

## **EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Canyon, State of Idaho, described as follows:

### **EXHIBIT A**

#### **Parcel 1:**

**The South Half of the Southeast Quarter of Section 2, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

#### **Parcel 2:**

**Government Lot 3, Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

#### **Parcel 3:**

**Lot 2 and the Southwest Quarter of the Northeast Quarter of Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, EXCEPT that portion thereof described as follows:**

**A portion of the Southwest Quarter of the Northeast Quarter of Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:**

**Commencing at the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence  
South 1°11'49" West along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 178.06 feet to the TRUE POINT OF BEGINNING; thence  
South 89°46'58" East a distance of 261.65 feet; thence  
South 0°59'16" West a distance of 161.91 feet; thence  
South 89°25'55" West a distance of 262.33 feet to a point on said West boundary; thence  
North 1°11'49" East along said West boundary a distance of 165.51 feet to the TRUE POINT OF BEGINNING.**

#### **Parcel 4:**

**Government Lot 4, Section 3, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.**

#### **Parcel 5:**

**This parcel is a portion of Government Lot 1 and of the Southeast Quarter of the Northeast Quarter of Section 5, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:**

**BEGINNING at the Northeast corner of said Government Lot 1; thence**

South 00°40'25" West along the East boundary of said Government Lot 1 a distance of 1325.07 feet to the Southeast corner of said Government Lot 1; thence South 00°40'38" West along the East boundary of said Southeast Quarter of the Northeast Quarter a distance of 71.98 feet; thence South 89°39'39" West a distance of 344.51 feet to a point on the Northeasterly right-of-way of the Golden Gate Canal as described in Real Estate Mortgage Deed Instrument No. 961420; thence traversing said right-of-way as follows: North 42°57'20" West a distance of 542.14 feet; North 63°13'43" West a distance of 373.91 feet; thence leaving said right-of-way and bearing North 01°44'10" East a distance of 352.05 feet; thence North 89°06'50" East a distance of 202.88 feet; thence North 00°02'30" West a distance of 480.25 feet to a point on the North boundary of said Government Lot 1; thence South 89°53'59" East along said North boundary a distance of 851.03 feet to the POINT OF BEGINNING.

**Parcel 6:**

The Southeast Quarter of the Northwest Quarter of Section 10, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.

**Parcel 7:**

The East Half of the Northeast Quarter of Section 11, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

**EXCEPTING THEREFROM:**

A part of the Southeast Quarter of the Northeast Quarter, Section 11, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (East Quarter corner) said corner monumented with a one-inch diameter iron rod; thence

North 0°24'36" East a distance of 334.48 feet along the Easterly boundary of said Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING, said point monumented with a 1/2-inch diameter iron pin; thence continuing North 0°24'36" East a distance of 267.39 feet along the Easterly boundary of said Southeast Quarter of the Northeast Quarter to a 1/2-inch diameter iron pin; thence South 88°17'47" West a distance of 120.81 feet to a 1/2-inch diameter iron pin; thence South 85°51'45" West a distance of 79.62 feet to a 1/2-inch diameter iron pin; thence South 0°21'21" West a distance of 237.29 feet to a 1/2-inch iron pin; thence South 84°03'51" East a distance of 200.80 feet to THE POINT OF BEGINNING.

**Parcel 8:**

This parcel consists of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 12, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter, a found brass cap

monument; thence

South 89°33'11" East along the North boundary of said Northwest Quarter a distance of 1341.06 feet to the Northwest corner of said East Half of the Northwest Quarter, a 5/8 x 30 inch rebar set with an aluminum cap stamped L.S. 3627, said point being the TRUE POINT OF BEGINNING; thence continuing

South 89°33'11" East along said North boundary a distance of 1341.06 feet to the Northwest corner of said Northeast Quarter, a found 5/8 inch diameter rebar, thence South 89°33'18" East along the North boundary of said Northeast Quarter a distance of 1341.09 feet to the Northeast corner of said West Half of the Northeast Quarter, a found 1/2 inch diameter rebar, thence

South 00°03'18" West along the East boundary of said West Half of the Northeast Quarter a distance of 2658.85 feet to the Southeast corner of said West Half of the Northeast Quarter, a found 1/2 inch diameter rebar, thence

North 89°38'18" West along the South boundary of said Northeast Quarter a distance of 1340.24 feet to the Southeast corner of said Northwest Quarter, a found 5/8 inch diameter rebar, thence

North 89°38'09" West along the South boundary of said Northwest Quarter a distance of 1340.32 feet to the Southwest corner of said East Half of the Northwest Quarter, a 5/8 x 30 inch rebar set with an aluminum cap stamped L.S. 3627; thence

North 00°01'17" East along the West boundary of said East Half of the Northwest Quarter a distance of 2662.75 feet to the TRUE POINT OF BEGINNING.

**Parcel 9:**

Northeast Quarter of the Northeast Quarter of Section 14, Township 4 North, Range 5 West, Boise Meridian, in Canyon County, Idaho.

**EXCEPT THEREFROM:**

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence

South 0°08'20" West along the Easterly boundary of said Northeast Quarter of the Northeast Quarter a distance of 230.34 feet; thence

North 88°32'37" West a distance of 374.31 feet; thence

North 01°28'04" West a distance of 219.46 feet to the Northerly boundary of said Northeast Quarter of the Northeast Quarter; thence

North 89°47'00" East along said Northerly boundary a distance of 380.37 feet to the Point of Beginning.

**Parcel 10:**

The Northwest Quarter of Section 14, Township 4 North, Range 5 West of the Boise Meridian, in Canyon County, Idaho;

**EXCEPTING THEREFROM:**

COMMENCING at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho; thence

East on the South boundary line of said Southwest Quarter of the Northwest Quarter a distance of 470 feet to a point; thence

North on a line parallel to the East boundary line of said Southwest Quarter of the

Northwest Quarter a distance of 383 feet to a point; thence West on a line parallel to the North boundary line of said Southwest Quarter of the Northwest Quarter a distance of 470 feet to a point in the West boundary line of said Southwest Quarter of the Northwest Quarter; thence South on the West boundary line of said Southwest Quarter of the Northwest Quarter a distance of 383 feet to the POINT OF BEGINNING.

**ALSO EXCEPTING THEREFROM:**

A strip of land being on the Easterly side of the centerline of U.S. Highway 95, Project No. F-3311(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across the West Half of the Northwest Quarter of Section 14, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, described as follows, to wit:

BEGINNING at the Northwest corner of Section 14, Township 4 North, Range 5 West of the Boise Meridian; thence Southerly along the West line of said Section 14 a distance of 2664.8 feet, more or less, to the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence Easterly along the South line of said Southwest Quarter of the Northwest Quarter a distance of 50.0 feet, more or less, to a point in a line parallel with and 50.0 feet Easterly from the centerline of said U.S. Highway 95, Project No. F-3311(1) Highway Survey; thence North 0°02'16" West along said parallel line 2664.8 feet, more or less, to a point in the North line of said Section 14; thence Westerly along said North line 50.0 feet, more or less, to the PLACE OF BEGINNING. Highway Station reference: 53+22.80 to 79+87.55.

**Parcel 11:**

The North half of the Southeast Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter in Section 23, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

**EXCEPTING THEREFROM**

A part of the Northeast Quarter of the Southwest Quarter of Section 23, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described, to-wit:

COMMENCING at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 23, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT; thence South 89°20'29" West 332.72 feet along the North boundary of the said Northeast Quarter of the Southwest Quarter; thence South 00°19'21" East 180 feet on a line parallel to the East boundary of said Northeast Quarter of the Southwest Quarter; thence North 89°20'29" East 332.72 feet on a line parallel to the said North boundary; thence North 00°19'21" West 180 feet along the said East boundary to the INITIAL POINT.

**ALSO EXCEPTING THEREFROM:**

A parcel of land being on both sides of the centerline of State Highway No. 19, Project No. RS-3712(4) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Northeast Quarter of the Southwest Quarter of Section 23, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows, to-wit:

**COMMENCING** at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 23, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence

Easterly along the East-West Quarter line of said Section 23 a distance of 1330 feet, more or less, to the Northeast corner of said Northeast Quarter of the Southwest Quarter which is coincident with Station 326+62.00 of said State Highway No. 19, Project No. RS-3712(4) Highway Survey; thence

Southerly along the East line of said Northeast Quarter of the Southwest Quarter a distance of 50 feet to a point in a line parallel with and 50 feet Southerly from the centerline and opposite Station 326+62.00 of said Highway Survey; thence along said parallel line as follows:

North 89°47'38" West 1.65 feet to a point opposite Station 326+60.35 of said Highway Survey, Westerly along a 28,597.89-foot radius curve left 495.38 feet to a point opposite Station 321+64.10 of said Highway Survey, South 89°12'49" West 832.10 feet to a point in the West line of said Northeast Quarter of the Southwest Quarter opposite Station 313+32.00 of said Highway Survey; thence Northerly along said West line 70 feet, more or less, to the PLACE OF BEGINNING.

**Parcel 12:**

This parcel is situated in the South Half of Section 23, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 23; thence

South 0°08' West a distance of 2233.58 feet along the East boundary of said Northwest Quarter of the Southeast Quarter and Southwest Quarter of the Southeast Quarter of said Section 23; thence, traversing the Easterly boundary of a certain irrigation ditch,

North 24°47'40" West a distance of 92.50 feet; thence  
North 44°45'20" West a distance of 132.20 feet; thence  
North 64°38'40" West a distance of 186.50 feet; thence  
North 56°40'10" West a distance of 108.15 feet; thence  
North 42°19'30" West a distance of 102.08 feet; thence  
North 28°10'30" West a distance of 112.10 feet; thence  
North 13°53'20" West a distance of 172.90 feet; thence  
North 8°56'40" East a distance of 425.10 feet; thence  
North 20°15'10" West a distance of 51.50 feet; thence  
North 37°24'10" West a distance of 162.62 feet; thence  
North 34°47'50" West a distance of 424.90 feet; thence  
North 63°49' West a distance of 174.35 feet; thence  
South 84°31' West a distance of 67.72 feet; thence  
North 69°52'10" West a distance of 126.25 feet; thence

North 53°12'10" West a distance of 127.40 feet; thence  
North 33°31'20" West a distance of 159.00 feet; thence  
North 6°17'40" West a distance of 309.30 feet to the point of intersection with the  
North boundary of the South Half of said Section 23; thence  
North 89°53'40" East a distance of 97.39 feet along the North boundary of the South  
Half of said Section 23 to the Center of said Section; thence  
South 89°53'40" East along the North boundary of the South Half of said Section 23 a  
distance of 1320.88 feet to the REAL POINT OF BEGINNING.

**Parcel 12A:**

A 30-foot wide non-exclusive easement appurtenant to Parcel I for utilities and ingress and egress, created by Grant of Easement recorded November 10, 1977 as Instrument No. 814565, the centerline of which is described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho; thence  
North 0°06'20" East, a distance of 15 feet to the Beginning of the centerline of the easement; thence  
South 89°53'40" East, parallel with the South boundary of said Southeast Quarter of the Northwest Quarter, a distance of 1224.45 feet; thence  
North 73°06'30" East, a distance of 165.00 feet; thence  
South 89°52'40" East, a distance of 173.33 feet; thence  
South 22°14'30" East, a distance of 45.45 feet to the South boundary of said Southeast Quarter of the Northwest Quarter, which is the end of said easement.

**Parcel 13:**

A portion of Section 23 and the South half of Section 24 in Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter, Northwest Quarter of said Section 23 said point being the TRUE POINT OF BEGINNING; thence  
Southerly 2640 feet more or less along the Westerly boundary of the East half of the Northwest Quarter of said Section 23 to the point of intersection with the East West mid-section line of said Section 23; thence  
Easterly 2640 feet more or less along the East West mid-section line of said Section 23 to a point of intersection with the Westerly boundary of the East half of the Southeast Quarter of said Section 23; thence  
Southerly 2640 feet more or less along said Westerly boundary of the East half of Southeast Quarter to the point of intersection with the Southerly boundary line of said Section 23; thence  
Easterly 5140 feet more or less along the Southerly boundary of Sections 23 and 24 to point of intersection with the Southwesterly boundary of the Oregon Short Line Railroad right of way; thence  
Northwesterly 9050 feet more or less along said Southwesterly boundary of the Oregon Short Line Railroad right of way to the point of intersection with the Northerly boundary of Section 23; thence  
South 89°49' West, 255 feet along said Northerly boundary of Section 23 to the TRUE POINT OF BEGINNING.

**Parcel 14:**

**The North Half of the Southwest Quarter in Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho;**

**ALSO**

**All that part of the South Half of the Northwest Quarter lying South of the Riverside Canal right of way in Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.**

**EXCEPT that portion of the Northeast Quarter of the Southwest Quarter of said Section 29, lying East of the centerline of Stephen Lane as now located.**

**AND EXCEPT**

**A portion of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:**

**BEGINNING at the Northeast corner of said Northeast Quarter of the Southwest Quarter, said point also being the centerline of Stevens Lane, thence traversing said centerline as follows:**

**South 0°18'28" East along the East boundary of said Northeast Quarter of the Southwest Quarter a distance of 11.45 feet; along a curve to the right having a central angle of 14°47'46", a radius of 263.46 feet, an arc length of 68.04 feet, and a long chord which bears South 24°29'04" West a distance of 67.85 feet, South 31°52'59" West a distance of 116.82 feet, along a curve to the left having a central angle of 32°54'26", a radius of 259.37 feet, an arc length of 148.97 feet, and a long chord which bears South 15°25'48" West a distance of 146.93 feet; South 1°01'21" East a distance of 1.92 feet, thence leaving said centerline and bearing North 89°01'21" West a distance of 282.52 feet; thence North 1°58'13" East a distance of 217.00 feet; thence South 86°48'14" East a distance of 45.02 feet; thence North 86°08'09" East a distance of 140.31 feet; thence North 3°03'33" West a distance of 63.35 feet; thence North 85°20'38" West a distance of 23.83 feet; thence North 5°58'59" East a distance of 73.00 feet; thence South 78°02'30" East a distance of 243.70 feet to the POINT OF BEGINNING.**

**AND EXCEPT**

**A portion of the Northeast Quarter of the Southwest Quarter of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:**

**COMMENCING at the Southeast corner of said Northeast Quarter of Southwest Quarter; thence North 0°18'28" West a distance of 116.18 feet to the TRUE POINT OF BEGINNING; thence**



North 56°44'16" West a distance of 210.36 feet; thence  
North 44°28'26" West a distance of 50.21 feet; thence  
North 26°19'44" West a distance of 225.68 feet; thence  
North 0°29'45" East a distance of 268.27 feet; thence  
North 27°26'01" West a distance of 240.71 feet; thence  
North 1°58'13" East a distance of 57.99 feet; thence  
South 89°01'21" East a distance of 282.52 feet to a point on the centerline of Stevens Lane as it now exists, thence traversing said centerline as follows:  
South 1°01'21" East a distance of 439.09 feet along a curve to the left having a central angle of 27°58'24", a radius of 561.10 feet, an arc length of 273.95 feet, and a long chord which bears South 15°00'33" East a distance of 271.23 feet; South 28°59'50" East a distance of 34.25 feet along a curve to the right having a central angle of 22°40'57", a radius of 339.02 feet, an arc length of 134.21 feet, and a long chord which bears South 17°39'17" East a distance of 133.34 feet; South 0°18'28" East along the East boundary of said Northeast Quarter of the Southwest Quarter a distance of 30.50 feet to the TRUE POINT OF BEGINNING.

**Parcel 16:**

**BEGINNING** at the Northwest corner of the South Half of the Northwest Quarter of Section 29, Township 5 North, Range 5 West Boise Meridian, Canyon County, Idaho; thence  
South along the section line to a point 1,944.7 feet South of the Northwest corner of said Section 29; thence  
East 602.8 feet along the North boundary line of the Roswell Cemetery to the Northeast corner of the Roswell Cemetery; thence  
South along the East line of the Roswell Cemetery 297.5 feet, more or less, to the North right of way line of the Riverside Canal; thence  
Easterly along said North line to a point in the South boundary line of said South Half of the Northwest Quarter; thence  
East along said South line to the Southeast corner of the South Half to the Northwest Quarter of said Section 29; thence  
North along the East line of the South Half of the Northwest Quarter to the Northeast corner of the South Half of the Northwest Quarter of said Section 29; thence  
West along the North boundary line of the South Half of the Northwest Quarter of said Section 29 to the POINT OF BEGINNING;

**EXCEPTING THEREFROM:**

This parcel is situated in the Southeast Quarter of the Northwest Quarter of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

**BEGINNING** at the Northeast corner of said Southeast Quarter of the Northwest Quarter; thence  
South along the East boundary of said Southeast Quarter of the Northwest Quarter a distance of 300.56 feet; thence leaving said East boundary and running North 89°23'58" West a distance of 314.68 feet to a point on the North bank of an existing drain ditch known as Riverside Irrigation District Drain Ditch; thence traversing said North bank as follows:  
North 51°03'51" West a distance of 277.54 feet; thence  
North 57°32'48" West a distance of 236.17 feet to a point on the North boundary of

**said Southeast Quarter of the Northwest Quarter; thence North 89°41'41" East along said North boundary a distance of 729.85 feet to the POINT OF BEGINNING.**

**Parcel 17:**

**The Southwest Quarter of the Northwest Quarter of Section 32, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**Parcel 18:**

**The North half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 32, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**Parcel 19:**

**The Northwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**EXCEPT that portion thereof conveyed to Canyon County for road purposes by deed filed in Book 115 of Deeds at Page 338, described as follows:**

**Beginning at a point 25 feet North and 25 feet East of the Quarter corner of the South side of Section 33, Township Five (5) North, Range Five (5) West of the Boise Meridian; thence North 275 feet; thence Southeasterly following a curve with a radius of 275 feet a distance of 431.98 feet to a point 275 feet East of the Place of Beginning; thence West 275 feet to the Point of Beginning.**

**Parcel 20:**

**That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows:**

**COMMENCING at the Northwest corner of the said Northeast Quarter of the Southeast Quarter being the REAL POINT OF BEGINNING; thence 510 feet East along the North boundary line of the said Northeast Quarter of the Southeast Quarter; thence 270 feet South on a line parallel to the West boundary line of the said Northeast Quarter of the Southeast Quarter; thence 320 feet, more or less, in a Southerly direction to a point which is 590 feet South of and 480 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter thence 847 feet, more or less, in a Southwesterly direction to a point which is 1,320 feet South of and 30 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter; thence 30 feet West on a line parallel with the North line of the said Northeast Quarter of the Southeast Quarter to the West line of the said Northeast Quarter of the Southeast Quarter; and thence North a distance of 1,320 feet, more or less, along the West line of the said Northeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.**

**Parcel 21:**

**That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows:**

**COMMENCING at the Southeast corner of the said Northeast Quarter of the Southeast Quarter being the REAL POINT OF BEGINNING;**  
**thence 490 feet West along the South boundary line of the said Northeast Quarter of the Southeast Quarter; thence 710 feet North parallel with the East boundary line of the said Northeast Quarter of the Southeast Quarter; thence 490 feet, more or less, East parallel with the South boundary line of the said Northeast Quarter of the Southeast Quarter to the East boundary line of the said Northeast Quarter of the Southeast Quarter; thence South along the East boundary line of the said Northeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.**

**Parcel 22:**

**The South 990 feet of the Southwest Quarter of the Northeast Quarter in Section 34, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**EXCEPTING THEREFROM:**

**The following described parcel of land:**

**Beginning at the Southwest corner of the Northeast Quarter of Section 34, Township 5 North, Range 5 West of the Boise Meridian;**  
**thence North along the West boundary line of said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet; thence East on a line parallel to the South boundary line of the said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet;**  
**thence South on a line parallel to the West boundary line of the said Southwest Quarter of the Northeast Quarter, a distance of 150.0 feet; thence West along said South boundary line of the said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet to the place of beginning.**

**Parcel 25:**

**This parcel is a portion of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:**

**BEGINNING at the Southwest corner of the Southwest Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar with an aluminum cap stamped L.S. 3627; thence North 0°01'58" West along the West boundary of the Southwest Quarter of the Northwest Quarter a distance of 1316.48 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar stamped L.S. 6552; thence North 89°56'42" East along the North boundary of the Southwest Quarter of the Northwest Quarter a distance of 723.19 feet to a point on the centerline of the Dixie Slough, a Magnail set with an aluminum washer stamped L.S. 3627; thence traversing said slough as follows:**

South 28°34'56" East a distance of 167.66 feet;  
South 55°52'42" East a distance of 188.27 feet;  
South 44°46'27" East a distance of 289.58 feet;  
South 81°01'31" East a distance of 162.52 feet to a point on the East boundary of the Southwest Quarter of the Northwest Quarter, witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 0°02'25" West a distance of 100.00 feet; thence  
South 0°02'25" West along the East boundary of the Southwest of the Northwest Quarter a distance of 831.48 feet to the Southeast corner of the Southwest Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar; thence  
South 0°02'45" West along the East boundary of the Northwest Quarter of the Southwest Quarter a distance of 1035.06 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence  
North 89°26'20" West a distance of 1321.06 feet to a point on the West boundary of the Northwest Quarter of the Southwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence  
North 0°01'58" West along the West boundary of the Northwest Quarter of the Southwest Quarter a distance of 1020.19 feet to the POINT OF BEGINNING.

**Parcel 26:**

The West Half of the Southeast Quarter of Section 34, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

**Parcel 27:**

Lots 1 and 2 of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

**EXCEPTING from Lot 1 the following:**

**BEGINNING** at a point 25 feet South and 25 feet West of the Northeast corner of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence running  
South a distance of 275 feet; thence in a  
Northwesterly direction following a curve with a radius of 275 feet a distance of 431.98 feet to a point 275 feet West of the POINT OF BEGINNING; thence  
East a distance of 275 feet to the PLACE OF BEGINNING.

**ALSO EXCEPTING THEREFROM**

A portion of Government Lot 1 and of the Southeast Quarter of the Northeast Quarter of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at the Northeast corner of said Section 4; thence  
South 0° 00' 00" West along the East boundary of said Government Lot 1 a distance of 1,232.50 feet to the TRUE POINT OF BEGINNING; thence  
South 0° 00' 00" West continuing along said East boundary and along the East boundary of said Southeast Quarter of the Northeast Quarter a distance of 301.43 feet; thence  
South 89° 08' 38" West a distance of 483.14 feet; thence

North 0° 24' 12" West a distance of 188.55 feet; thence  
South 89° 38' 07" West a distance of 70.76 feet; thence  
North 0° 00' 00" East a distance of 117.54 feet; thence  
North 88° 03' 57" East a distance of 294.33 feet; thence  
South 1° 33' 46" East a distance of 20.03 feet; thence  
North 87° 07' 16" East a distance of 260.80 feet to the TRUE POINT OF BEGINNING.

**Parcel 28:**

This parcel consists of a portion of the South One-Half of the Northeast Quarter of Section 4, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the Southeast corner of said South One-Half of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 89° 52' 11" West along the South boundary of the South One-Half of the Northeast Quarter a distance of 2646.56 feet to the Southwest corner of said South One-Half of the Northeast Quarter, a found railroad spike; thence

North 0° 53' 30" East along the West boundary of said South One-Half of the Northeast Quarter a distance of 1337.40 feet to the Northwest corner of said South One-Half of the Northeast Quarter; thence

North 89° 52' 37" East along the North boundary of said South One-Half of the Northeast Quarter a distance of 2097.06 feet; thence

South 1° 08' 26" West parallel with the East boundary of said South One-Half of the Northeast Quarter a distance of 31.70 feet to a found 5/8 inch diameter rebar; thence

South 89° 13' 27" East a distance of 70.76 feet to a found 5/8 inch diameter rebar; thence

South 0° 44' 14" West a distance of 188.55 feet to a found 5/8 inch diameter rebar; thence

South 89° 42' 56" East a distance of 483.14 feet to a point on the East boundary of said South One-Half of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 1° 08' 26" West along the East boundary of the South One-Half of the Northeast Quarter a distance of 1112.36 feet to the POINT OF BEGINNING.

**TOGETHER WITH** a 28-foot-wide ingress-egress easement described as follows:

**COMMENCING** at the Northeast corner of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence

South 0° 00' 00" West along the East boundary of Government Lot 1 and the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1,443.83 feet to the TRUE POINT OF BEGINNING for said easement; thence  
South 0° 00' 00" West continuing along said East boundary a distance of 28.01 feet; thence

North 88° 44' 12" West a distance of 207.66 feet; thence  
North 52° 49' 22" West a distance of 143.79 feet; thence  
North 78° 36' 22" West a distance of 141.30 feet; thence  
South 89° 38' 08" West a distance of 94.49 feet; thence  
North 0° 00' 00" West a distance of 28 feet; thence  
North 89° 38' 07" East a distance of 97.19 feet; thence  
South 78° 36' 22" East a distance of 150.59 feet; thence  
South 52° 49' 22" East a distance of 141.13 feet; thence  
South 88° 44' 12" East a distance of 197.96 feet to the TRUE POINT OF BEGINNING for  
said easement.

**Parcel 29:**

That portion of Lot 1 and the Southeast Quarter of the Northeast Quarter lying west of  
Hwy 95 in Section 3, Township 4 North, Range 5 West of the Boise Meridian in Canyon  
County, Idaho.

**Parcel 30:**

The Northeast Quarter of the Southwest Quarter of Section 3, Township 4 North,  
Range 5 West, Boise Meridian, Canyon County, Idaho.

And

The Southeast Quarter of the Southwest Quarter of Section 3, Township 4 North,  
Range 5 West, Boise Meridian, Canyon County, Idaho.

**Parcel 31:**

The Southeast Quarter of Section 4, Township 4 North, Range 5 West, Boise Meridian,  
Canyon County, Idaho.

**Excepting Therefrom:**

All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township  
4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, lying South and West of  
the Golden Gate Canal.

**Parcel 32:**

The West One-Half of the Southwest Quarter of Section 3, Township 4 North, Range 5  
West, Boise Meridian, Canyon County, Idaho.

**EXCEPTING THEREFROM:**

**Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 3, the REAL POINT OF BEGINNING, thence North 275 feet; thence in a Southeasterly direction following a curve with a radius of 275 feet, a distance of 431.98 feet to a point 275 feet East of the PLACE OF BEGINNING, thence West 275 feet to the REAL POINT OF BEGINNING.**

**Parcel 33:**

**A parcel of land being in the Southwest Quarter of the Southwest Quarter in Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:**

**Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 3, the REAL POINT OF BEGINNING, thence North 275 feet; thence in a Southeasterly direction following a curve with a radius of 275 feet, a distance of 431.98 feet to a point 275 feet East of the PLACE OF BEGINNING, thence West 275 feet to the REAL POINT OF BEGINNING.**

**Parcel 34:**

**Lot 10 of Section 21, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**And the South Half of the South Half of the Northwest Quarter of the Southwest Quarter, formerly described as a strip of land of uniform width off the entire South side of the Northwest Quarter of the Southeast Quarter of said Section 21, Township 5 North, Range 5 West, Boise Meridian, said strip of land containing 10 acres.**

**And also, a tract of land in the Southwest corner of lot 9, of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows: Commencing at the Southwest corner of said Lot 9, running thence East along the south line of said Lot 9, 180 feet; thence in a Northwesterly direction to a point on the West line of said Lot 9, 200 feet North of the Southwest corner of said Lot 9; thence South along the West line of said Lot 9 to the Southwest corner of said Lot 9, being the POINT OF BEGINNING.**

**AND ALSO:**

**Lot 5 of Section 22, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**AND ALSO:**

**Lot 4 of Section 27, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**Excepting therefrom the lands conveyed to the United States of America by Quitclaim Deed recorded July 3, 1919 in Book 76 of Deeds at Page 535, as Instrument No. 96859, records of Canyon County, Idaho.**

**Parcel 35:**

**The South Half of the Southwest Quarter of Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.**

**AND ALSO:**

**The Northeast Quarter of the Northeast Quarter of Section 28, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**

**Parcel 36:**

**The Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter;  
the Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter, EXCEPT that part thereof lying South and West of the centerline of Riverside Canal;  
All in Section 35, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.**



## **EXHIBIT B**

### **PERSONAL PROPERTY**

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "Real Estate"), and the products and proceeds thereof:

1. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights, including but not limited to those in the Wilder Irrigation District and Riverside Irrigation District and those listed on Schedule 1 attached hereto;

2. Machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting, harvesting and tillage equipment);

3. Pickers, conveyers, levelers, burners, measure tec and bailer located at the 95 picker, drying and bailing facility, 26268 Jacks Creek Road, Parma, Idaho;

4. Specific items of personal property described in Schedule 1 attached hereto and made a part hereof.

#### **Bureau of Land Management Leases/Allotments:**

| Lease No. | Name     | Authorizing Office  | Effective Date | Expiration Date | Issue Date | Actual Active AUMS | Actual Suspended AUMS |
|-----------|----------|---------------------|----------------|-----------------|------------|--------------------|-----------------------|
| 3601871   | Obendorf | Jordan Field Office | 03/01/2014     | 02/28/2024      | 02/24/2014 | 3000               | 537                   |
| 3602195   | Obendorf | Jordan Field Office | 04/25/2013     | 02/28/2016      | 04/25/2013 | 485                | 0                     |

## **SCHEDULE 1**

(Description of Specific Collateral)

### **Wilder Irrigation District - Water Rights**

#### **Tract #1**

Account #1255 - 113.63 acres  
Account #1255-2 - 9.81 acres  
Account #1255-1 - 8.00 acres

#### **Tract #2**

Account #810-1 - 37.62 acres  
Account #808-809 - 69.74 acres

#### **Tract #3**

Account #805-806 - 78.48 acres  
Account #882 - 75.98 acres

#### **Tract #4**

Account #874 - 38.02 acres

#### **Tract #5**

Account #912 - 36.77 acres

### **Irrigation Equipment**

#### **Tract #1 – Hop Drip System**

1 – 30 H.P. Baldor Horizontal Electric Motor SN# Z0809221821  
1 – Cornell Horizontal Pump SN# 156242 SA8134A-EP  
3 – Flow Guard Sand Filtration Canisters

#### **Tract #2 – Hop Drip System**

1 – 30 H.P. Baldor Horizontal Electric Motor SN# Z0810221646  
1 – Cornell Horizontal Pump SN# not available  
3 – Flow Guard Sand Filtration Canisters

#### **Tract #3 – Hop Drip System**

1 – 40 H.P. Baldor Horizontal Electric Motor SN# C1311190587  
1 – Paco Horizontal Pump SN# 14100307110LM  
4 – Lakos Sand Filtration Canisters

#### **Tract #4 – Hop Drip System**

1 – 50 H.P. Baldor Horizontal Electric Motor SN# Z1211141716  
1 – Paco Horizontal Pump SN# RS1448120109KW  
5 – Lakos Sand Filtration Canisters

Together with appurtenant filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

**Wilder Irrigation District - Water Rights  
Huff Unit**

Account #920                    -            139.75 acres

**Huff Hop Irrigation Equipment**

|  |                   |
|--|-------------------|
| 1 – 20 H.P. Baldor Horizontal Electric Motor | SN# F080414697    |
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0807230096   |
| 1 – Berkeley Horizontal Pumps                | SN# not available |
| 4 – Flow-Guard Filtration Canisters          |                   |
| 1 – Short-Coupled Turbine Pump               | Make not readable |

**Harris Unit**

Account #810                    -            36.96 acres  
Pump & Motors located north of county road.

**Carter Unit**

Account #1258                -            29.50 acres  
Pump & Motor located on Howard Unit

Together with appurtenant buried main line, filtration, electric control panels, valves, back flush devises, buricd mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

**Wilder Irrigation District - Water Rights****GO-O Unit**

Account #813 - 37.89 acres  
Account #814 - 38.49 acres  
Decree #63-8567 - 74.00 acres (supplemental well)

**Kneifel Unit**

Account #812 - 76.03 acres

**Irrigation Equipment****G O-O & Kneifel Units – Hop Drip System**

|  |                  |
|--|------------------|
| 1 – 75 HP General Electric Vertical Motor    | SN# GNJ713523    |
| 1 – Peerless Deep Well Turbine Pump          | SN# PL77-4562    |
| 1 – 40 H.P. Baldor Horizontal Electric Motor | SN# Z0810311676  |
| 1 – Cornell Horizontal Pump                  | SN# 156238-12.50 |
| 5 – Flow Guard Sand Filtration Canisters     |                  |

**Wilder Irrigation District - Water Rights****Bradshaw Unit**

Account #827 - 77.73 acres

**Lowe Unit**

Account #826 - 36.45 acres  
Account #825 - 39.24 acres

**Irrigation Equipment****Lowe & Bradshaw Units (serves Unit #2 Bradshaw)**

|  |                  |
|--|------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z080922180   |
| 1 – Cornell Horizontal Pump                  | SN# 156240-11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                  |

**Wilder Irrigation District - Water Rights****Andrews Units**

Account #817 - 71.40 acres  
Account #818-819- 73.81 acres

**Irrigation Equipment**

|  |                             |
|--|-----------------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0810221661             |
| 1 – Cornell Horizontal Pump                  | SN# 156244 11.38 SA8134A-EP |
| 3 – Flow Guard Sand Filtration Canisters     |                             |

**Maoh Unit**

Account #807 - 63.66 acres  
Decree #63-8531 - 54.00 acres (supplemental well)

### **Irrigation Equipment**

#### **Located on Howard Unit**

|  |                   |
|--|-------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0810221646   |
| 1 – Cornell Horizontal Pump                  | SN# not available |
| 3 – Flow Guard Sand Filtration Canisters     |                   |

#### **Howard Unit**

Account #1265- 76.25 acres

### **Irrigation Equipment**

|  |                  |
|--|------------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z1106141376  |
| 1 – Cornell Horizontal Pump                  | SN# 156245 11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                  |

#### **Klahr-Benson Unit**

Account #1224 - 76.59 acres

### **Irrigation Equipment**

|  |                 |
|--|-----------------|
| 1 – 30 H.P. Baldor Horizontal Electric Motor | SN# Z0812020771 |
| 1 – Cornell Horizontal Pump                  | SN# 56714 11.38 |
| 3 – Flow Guard Sand Filtration Canisters     |                 |

Together with appurtenant filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the above drip irrigation systems.

#### **Mathews Bluff Unit – Riverside Irrigation District**

Stock Cert #1059 - 5.00 shares (50.0 acres)

#### **Mathews Bottom Unit**

IDWR Decree #63-21616 - 107.0 acres

IDWR Decree #63-11306 - Wildlife

**Wilder Irrigation District - Water Rights****Section 5**

Account #828-3 - 25.46 acres

**Wilder Irrigation District - Water Rights****Section 12**

Account #896 - 138.75 acres

**Wilder Irrigation District - Water Rights****Section 23**

Account #1065-1 - 55.32 acres

**Section 12 Hop Irrigation Equipment**

1 - 40 H.P. Baldor Horizontal Electric Motor

SN# Z12100303076

1 - Paco Horizontal Pump

SN# not available

5 - Lakos Sand Filtration Canisters

Together with appurtenant buried main line, filtration, electric control panels, valves, back flush devises, buried mainline, field drip lines, valves and connectors related to and used in conjunction with the drip irrigation systems.

***Parcel #1 - Home Ranch***

| <u>Water Right #</u>                  | <u>Source</u>             | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u> |
|---------------------------------------|---------------------------|-----------------|--------------------|--------------|
| 8340                                  | Jordan Creek & Spring     | 12/31/1872      |                    | 279.0        |
|                                       |                           | 12/31/1880      |                    | 150.7        |
| 21697                                 | Jordan Creek              | 12/17/1949      | 0.84               | 50.0         |
| 27289                                 | Jordan Creek              | 12/06/1956      | 0.84               | 136.5        |
|                                       | (2.5 Acres Overlap #8340) |                 |                    |              |
| 27561                                 | 4 Wells (Supplemental)    | 09/09/1957      | 1.45               | 116.0        |
| 33952                                 | Well #5 (Primary)         | 07/05/1961      | 4.63               | 2.2          |
|                                       | (Supplemental)            |                 |                    | 362.3        |
| 45423                                 | Well #1                   | 09/21/1966      | 1.36               | 108.7        |
| 45776                                 | Well #1                   | 02/26/1973      | 0.44               | 35.5         |
| Total Acreage                         |                           |                 |                    | 1,240.9      |
| Primary Irrigation - 762.6 Acres      |                           |                 |                    |              |
| Supplemental Irrigation - 478.3 Acres |                           |                 |                    |              |

***Parcel #2 – Maher Parcel***

| <u>Water Right #</u>  | <u>Source</u>   | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u> |
|---|---|-----------------|--------------------|--------------|
| 38172   | Parsnip Creek Reservoir                                       | 02/16/1959      | 181.0              | ---          |
|   |   |                 | (Ac-Ft)            |              |
| 38173   | Parsnip Creek &<br>Parsnip Creek Reservoir                    | 02/16/1959      | 3.68               | 220.7        |
| 65105   | Parsnip Creek &<br>(Parsnip Creek Diversion<br>Dam Reservoir) | 06/20/1973      | 475.0              | ----         |
|   |   |                 | (Ac-Ft)            |              |
| 65106   | Parsnip Creek &<br>(Parsnip Creek Diversion<br>Dam Reservoir) | 06/20/1973      | 475.0              | ----         |
|   |   |                 | (Ac-Ft)            |              |
| Total Acreage   |   |                 |                    | 220.7        |
| Parcel #2 has 220.7 Acres of Primary Water Rights & 656 Ac-Ft of Reservoir Storage. |   |                 |                    |              |

***Parcel #3 – Arritola Parcel***

| <u>Water Right #</u>                  | <u>Source</u>  | <u>Priority</u> | <u>Amount(cfs)</u> | <u>Acres</u> |
|---------------------------------------|--|-----------------|--------------------|--------------|
| 31537                                 | Mud Flat Creek/Reservoir                                 | 07/29/1916      | 0.91               | 73.0         |
| 31538                                 | Mud Flat Creek/Reservoir                                 | 07/29/1916      | 1.33               | 106.3        |
| 2922                                  | Whitehorse Creek &<br>Mud Flat Drainage<br>(Storage)     | 07/29/1916      | 2.021              | ----         |
|                                       |  |                 | (Ac-Ft)            |              |
| 31542                                 | Unnamed Stream &<br>Mud Flat Reservoir<br>(Supplemental) | 06/25/1956      | 2.99               | 179.3        |
| 31541                                 | Whitehorse Creek &<br>Mud Flat Drainage<br>(Storage)     | 12/06/1956      | 450                | ---          |
|                                       |  |                 | (Ac-Ft)            |              |
| Total Acreage                         |  |                 |                    | 358.6        |
| Primary Irrigation - 179.3 Acres      |  |                 |                    |              |
| Supplemental Irrigation - 179.3 Acres |  |                 |                    |              |
| Reservoir Storage - 2.471 Acre Feet   |  |                 |                    |              |

| Water Right No. | Source-Tributary   | Beneficial Use  | From - To  | Diversion Rate | Volume    | Acres |
|-----------------|--|---|------------|----------------|-----------|-------|
| 63-9744         | Sand Hollow Creek - Snake River<br>Unnamed Stream - Sand Hollow Creek<br>Unnamed Ditch - Sand Hollow Creek | Irrigation  | 3/1-11/15  | 1.74 CFS       | 391.5 AFA | 254   |
| 63-21688        | Ground Water   | Domestic  | 1/1-12/31  | 0.04 CFS       |           |       |
| 63-21689        | Ground Water   | Domestic  | 1/1-12/31  | 0.04 CFS       |           |       |
| 63-32067        | Ponds - Sand Run Gulch Creek<br>Sand Run Gulch Creek - Snake River   | Wildlife<br>Wildlife Storage and Diversion to Storage | 11/15-3/15 | 90 CFS         | 200 AFA   |       |

|                     |   |   |
|---------------------|---|---|
| Location:           | T30S. R46E. WM                                      | Section 15: SE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub> |
| Date Drilled:       | September 1966                                      |   |
| Well Diameter:      | 14"   |   |
| Well Depth:         | 420 feet  |   |
| Casing Depth:       | 420 feet  |   |
| Static Water Level: | ~25 feet  |   |
| Drawdown:           | 104 feet  |   |
| Tested Output:      | 4,100 g.p.m.  |   |
| Pump:               | Layne & Bowler Verti-Line Turbine<br>Serial # 44374 |   |
| Motor:              | US Holloshaft      125 hp<br>Serial #1405222        |   |



**(Zimmatic brand) Pivot Irrigation**

| <b>Two 4 Tower Pivots/1/2 radius±</b> |                    |
|---------------------------------------|--------------------|
| 8 towers                              | 160' est per tower |
| End and gun                           | 80' est            |

| Water Right No. | Source-Tributary            | Beneficial Use                                       | From - To                              | Diversion Rate          | Volume | Acres |
|-----------------|-----------------------------|--|--|-------------------------|--------|-------|
| 63-9744         | Ground Water                | Irrigation   | 3/15-11/15                             | 1.28 CFS                | 387AFA | 86    |
| 63-33503        | Unnamed Drain - Boise River | Irrigation   | 3/1-11/15                              | 1 CFS                   |        | 12    |
| 63-32459        | Boise River - Snake River   | Wildlife<br>Wildlife Storage<br>Diversion to Storage | 11/16-2/28<br>11/16-2/28<br>11/16-2/28 | 6 CFS<br>6 CFS<br>6 CFS | 12 AFA |       |
| 63-33507        | Boise River - Snake River   | Wildlife<br>Wildlife Storage<br>Diversion to Storage | 9/1-11/15<br>9/1-11/15<br>9/1-11/15    | 6 CFS<br>6 CFS<br>6 CFS | 12 AFA |       |

**Riverside Irrigation District**

|                             |  |
|-----------------------------|--|
| <b>Certificate #: 1062</b>  |  |
| <b>Customer ID: RID0152</b> |  |
| <b>Irrigated Acres</b>      | <b>Current Price</b>                       |
| 9 shares (90 acres)         | \$175/share - Spring<br>\$175/share - Fall |
| Total: \$1,575              |  |
| Account is current          |  |

| Customer # | Certificate #'s | Shares | Acres<br><small>10 acres/share</small> | Status | Price/Share | Total      |
|------------|-----------------|--------|--|--------|-------------|------------|
| RID0151    | 101310          | 5.65   | 56.5                                   | Active | \$175/Share | \$1,013.75 |

| Parcel #: R39169000 &<br>R39170000 | Irrigated Acres/<br>Cost per Acre | Total                  |
|------------------------------------|-----------------------------------|------------------------|
|                                    | 152.2 Acres<br>\$59/Acre          | \$8,979.80±<br>Current |

| Parcel #: R39190000      | Irrigated Shares/<br>Cost per Share     | Total                |
|--------------------------|---|----------------------|
| Cert #: 1310             | 5.65 Shares (56.5 acres)<br>\$175/Share | \$988.75±<br>Current |
| Note: 1 share = 10 acres |   |                      |

Owner: Greg Obendorf

Water Right No.: 63-33458

| Source       | Beneficial Use    | From  | To    | Diversion<br>Rate | Priority<br>Date |
|--------------|-------------------|-------|-------|-------------------|------------------|
| Ground Water | <u>Irrigation</u> | 03/01 | 11/15 | 2.92 CFS          | 5/23/1985        |
|              | Total Diversion   |       |       | 2.92 CFS          |                  |

Owner: Greg Obendorf

Water Right Application No.: 63-34071

| Source       | Beneficial Use    | From  | To    | Diversion<br>Rate | Priority<br>Date |
|--------------|-------------------|-------|-------|-------------------|------------------|
| Ground Water | <u>Irrigation</u> | 03/01 | 11/15 | 2.8 CFS           | 3/31/2015        |
|              | Total Diversion   |       |       | 2.8 CFS           |                  |

Owner: Greg Obendorf

Water Right No.: 63-21685

| Source       | Beneficial Use  | From | To    | Diversion<br>Rate | Priority<br>Date |
|--------------|-----------------|------|-------|-------------------|------------------|
| Ground Water | <u>Domestic</u> | 1/01 | 12/31 | 0.04 CFS          | 01/01/1900       |
|              | Total Diversion |      |       | 0.04 CFS          |                  |

**Owner:** Greg Obendorf

**Water Right No.:** 63-21686

| Source       | Beneficial Use                     | From | To    | Diversion Rate       | Priority Date |
|--------------|------------------------------------|------|-------|----------------------|---------------|
| Ground Water | <u>Domestic</u><br>Total Diversion | 1/01 | 12/31 | 0.04 CFS<br>0.04 CFS | 01/01/1900    |

Farm A is irrigated via the well that is noted above. It has a Baldor 50hp 3 phase pump (cat #: JPM25432). The well is located on Roswell Road, approximately midpoint of the field, which lies between Hatch Lane and Matthews Road. There is a bubbler and chemical tanks on site, and the water is pumped to the Hop bubbler irrigation system. The property could be row cropped and flood irrigated via a concrete ditch.

Farm B utilizes irrigation district water, and the water is pumped via a Baldor 30hp 3 phase pump (cat #: A1733T-55). There is a bubbler and chemical tanks located next to the pump in the SE corner. The Hop field is irrigated via a bubbler system.

IDWR Water Right No. 63-8701 for 27252 Rodeo Lane, Parma, Idaho