

RECEIVED

JUL 24 2015

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

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

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	36-8490			
	36-15220			
	36-2070 P			
	36-7529 F			
	36-2230 J			

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

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

Metropolitan Life Insurance Company

10801 Mastin Blvd., Ste 930

Overland Park, KS 66210

Attn: Kevin Harshberger

Phone (913) 661-2249

Email kharshberger@metlife.com

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

Northside Dairy, Paul and Dawna Ciocca

5. Expiration Date of Notification Period

June 25, 2030

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable


 Director
For Office Use Only
 Received by A. SKINNER Date 7/24/2015 Receipt No. 5034925 Fee \$125.00
 Processed by AJ _____ Date _____ WR _____ Date _____
SUPPORT DATA**IN FILE #** 36-2070P

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

15249671

(space above reserved for recorder's use)

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

*(This Mortgage is executed in three (3) original counterparts for concurrent recording in each
of Jerome, Lincoln and Minidoka Counties, Idaho)*

(This Mortgage is second and subordinate to that certain Senior Mortgage as defined herein.)

DATED: July 6, 2015

FROM:

PAUL EDWARD CIOCCA (also known as Paul E. Ciocca,
also known as Paul Ciocca) and
DAWNA MARIE CIOCCA (also known as Dawna M. Ciocca
also known as Dawna Ciocca), husband and wife
NORTHSIDE DAIRY, an Idaho general partnership
243 West 200 North
Jerome, Idaho 83338

MORTGAGOR

TO:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
03:16:26 PM 07-07-2015
0000196419
No. Pages 38 Fee: \$121.00
BRENDA FARNWORTH
County Clerk
Deputy: cr
Electronically Recorded by Simplifile

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Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
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TO:

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10801 Mastin Blvd., Suite 930

MORTGAGEE

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

Instrument # 532260

MINIDOKA COUNTY, RUPERT, IDAHO
07-07-2015 03:49:54 PM No. of Pages: 38
Recorded for: TITLEONE - JEROME
PATTY TEMPLE Fee: \$121.00
Ex-Officio Recorder Deputy Diana Wheeler
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
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Jerome, Idaho 83338

TO:

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a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

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Jerome, Idaho 83338

TO:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE

Overland Park, Kansas 66210
Attn: SSU Director

And to: Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mortgagor is the owner of the real property in Jerome, Lincoln and Minidoka Counties, Idaho described on the attached Exhibit A.

Mortgagee has loaned or agreed to loan to Mortgagor the original principal amount of ~~One Million Nine Hundred Fifty Dollars and No/100 Cents (\$1,950,000.00)~~ on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note (the "Note"), given to evidence such indebtedness, dated the same as this Mortgage, under which the final payments of principal and interest will each be due on June 25, 2030. The Note and any documents or instruments given in renewal, modification, substitution or addition to the Note originally issued, are collectively referred to herein as the "Note." The Note provides that the interest rate and payment terms may be adjusted. The loan is subject to those terms and conditions contained in a Loan Agreement of even date hereof between Mortgagor, as borrower, and Mortgagee, as lender (the "Agreement").

This Mortgage is second and subordinate to the lien of that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 19, 2011 executed by Mortgagor to Mortgagee and recorded on December 29, 2011 in the Official Records of each of Jerome, Lincoln and Minidoka Counties, Idaho, as Document Nos. 2115922, 0000-191271 and 515224, respectively (the "Senior Mortgage"). The Senior Mortgage secures Loan No. 195119 (the "Senior Loan") extended by Mortgagee to Mortgagor, as borrower, in the original principal amount of ~~One Million Nine Hundred Fifty Dollars and No/100 Cents (\$1,950,000.00)~~ evidenced by that certain Promissory Note dated as of December 19, 2011 (the "Senior Note").

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Note, including without limitation, prepayment premiums (b) any future amounts that Mortgagee may in its discretion loan to Mortgagor, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the provisions of Section 4 of the Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Mortgagor under this Mortgage and the Agreement, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following:

- A. The real property in Jerome, Lincoln and Minidoka Counties, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Real Property");
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;
- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;
- D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps,

motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (v) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "Equipment and Improvements"), excluding rolling stock;

- E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies including the Leases (as hereinafter defined), unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "Income"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred;
- F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "Water Rights");
- G. All milk, cream, and other dairy products (the "Dairy Products"), and all receivables thereof (the "Receivables");
- H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;

- I. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property (the "Intangibles").
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses;
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing, except for such sale or other disposition in the ordinary course of Mortgagor's business;

The real and personal property described above is referred to as the "Property."

Mortgagor hereby grants to Mortgagee a security interest in the Income, the Water Rights, Dairy Products, Receivables, Equipment and Improvements, Intangibles and all Property constituting personal property (collectively, the "Personal Property").

This Mortgage is given and accepted on the following terms and conditions which Mortgagor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Mortgagor shall pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Mortgagor by this Mortgage, the Agreement, and the Note.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good dairy operation custom and practice, and all farming and dairy operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use.

Without limiting the foregoing, Mortgagor shall operate and maintain the crops and dairy operations on the Property in accordance with good farming and dairy practices prevailing in Idaho.

- 2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.
- 2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to mobile homes, fences, corrals, dairy parlors, confinement facilities, silos, elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof ~~\$7,000~~ for any single transaction or a total of ~~\$30,000~~ in any fiscal year, upon replacing or substituting the same with a replacement of at least equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.
- 2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.
- 2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.

- 2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.
- 2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.
- 2.9 Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated including, without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

3. TAXES, ASSESSMENTS AND LIENS

- 3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.
- 3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within 15 days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges

that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.

- 3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.
- 3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.
- 3.5 Farm or Forest Classification. Mortgagor agrees to maintain the agricultural use or forest lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use or forest lands.

4. PROPERTY DAMAGE INSURANCE

- 4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Mortgagee.
- 4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within 15 days of the casualty. In the event of

any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to such damage or destruction (the "Restoration"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of ~~250,000~~, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "Net Insurance Proceeds") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein, after payment in full of the Secured Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

- 4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

5. WARRANTIES OF MORTGAGOR

- 5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions

set forth in the title insurance policy issued to Mortgagee at closing (the "Permitted Encumbrances").

- 5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
- 5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Note and the execution and delivery of the Note, and Agreement and this Mortgage will not contravene any provision of law or of the partnership agreement of the Mortgagor or any other agreement binding upon Mortgagor.
- 5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its partners, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

6. CONDEMNATION

- 6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

- 6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

- 7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:

- (a) A specific tax upon mortgage deeds or upon all or any part of the indebtedness secured by a mortgage.
- (b) A specific tax on Mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
- (c) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Mortgagor.

- 7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

- (a) Mortgagor pays the tax or charge imposed by the state tax, and
- (b) Mortgagor pays the tax or charge within 30 days after notice from Mortgagee that the tax law has been enacted or 15 days prior to the date the tax is payable, whichever is later.

8. TRANSFER BY MORTGAGOR

- 8.1 Prohibition of Transfer Without Consent. Mortgagor shall not sell, lease, agree to sell or lease, assign, convey, subcontract, encumber or otherwise transfer any part or all of the Property or any interest in the Property or any interest of more than ten percent (10%) of any entity constituting

Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property;
- (b) Any lease of the Property, or portion thereof, with a term greater than one year;
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under

which any Mortgagor sells Dairy Products produced at the Real Property, or otherwise alter the operations on the Property in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Note. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Equipment and Improvements and other Personal Property included in the description of the Property.

9.2 Security Interest. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property and make it available to Mortgagee within three days after receipt of written demand from Mortgagee.

9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. The Mortgagor is the record owner of the Property.

Name and address of Mortgagee (Secured Party) from whom information may be obtained:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: SSU Director

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210
Attn: Law Department

Mailing address of Mortgagor (Debtor):

Paul Ciocca
Dawna M. Ciocca
Northside Dairy
243 West 200 North
Jerome, ID 83338

9.4 Assignment of Leases.

9.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, the Income, and all of Mortgagor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof, and any agreement for the use or occupancy of all or any part of said Property or any adjoining property used for the benefit of the Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Mortgagor or in Mortgagor becoming entitled to the payment of money for the use of the Property or any other property

or assets benefitting the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or portions of the Property or adjoining property used for the benefit of the Property including, without limitation, that certain Farm Lease dated as of October 31, 2014 between Mortgagor, as Lessor, and B & H Farming, as Lessee; together with all of Mortgagor's right, title, and interest in and to all income, rents issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all the Leases and the Income to Mortgagee, and not just to create a security interest.

9.4.2 Mortgagor hereby represents, warrants, and agrees as follows:

- (a) Mortgagor is the sole holder of the landlord's interest under the Leases, is entitled to receive the Income under the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred;
- (b) Mortgagor has made no pledge or assignment of the Leases or Income, other than to Mortgagee, and Mortgagor shall not, after the date hereof, make or permit any such pledge or assignment.

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so.

9.4.4 Although this Mortgage constitutes as absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases).

9.4.5 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

9.5 Assignment of Milk Proceeds. As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Mortgagor's Dairy Products in an amount and with priority sufficient to cover the monthly Note payment as adjusted under the provisions of the Note, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts.

10. RELEASE ON FULL PERFORMANCE

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall, if requested, execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file. The reconveyance and filing fees shall be paid by Mortgagor.

11. DEFAULT

The following shall constitute events of default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.
- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Mortgagor; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."
- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Agreement within 10 days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within 10 days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed 90 days. No notice of default and no opportunity to cure shall be required if during the prior 12 months Mortgagee has already sent

a notice to Mortgagor concerning default in performance of the same obligation.

- (f) Any representation or warranty of Mortgagor contained herein or in the Agreement proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.
- (h) The occurrence of an event of default under the Senior Loan, the Senior Mortgage or any other mortgage or security instrument now or hereafter securing the indebtedness or any other documents, agreements, or indemnities evidentiary, securing or relating to the Senior Loan (collectively, the Senior Loan Documents”), following any applicable notice or cure periods.

12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

- (a) Mortgagee may declare the entire Indebtedness arising under either or both of the Loan and the Senior Loan immediately due and payable.
- (b) Mortgagee may obtain a decree foreclosing Mortgagor’s interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor’s interest in all or any part of the Property by nonjudicial sale.
- (c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.
- (d) With respect to all or any part of the Property that constitutes personalty, may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real property and all or some of the personal property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.

- (e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.
- (f) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (g) In the event Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.
- (h) Mortgagee shall have any other right or remedy provided in this Mortgage, the Senior Mortgage, the Note, the Senior Note, the Agreement, the Senior Loan Documents or any other instrument delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise, whether or not specified herein.

12.2 Rights of Receiver or Mortgagee-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and
- (d) Cancel or terminate any lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any lease or agreement subordinate to the lien of this Mortgage and extend or modify any lease and make any new leases on any portion of the Property.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Mortgagor on demand.

12.3 Sale of the Property. In exercising its rights and remedies, Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the property.

12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days prior to the time of the sale or disposition.

12.5 Waiver: Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies

of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. RELATED OBLIGATIONS

By executing, delivering and accepting this Mortgage, Mortgagor and Mortgagee acknowledge and agree that the terms of the Agreement are applicable hereto and incorporated and restated herein by this reference. Mortgagor and Mortgagee further acknowledge and agree that unless, until and to the extent provided otherwise in a subsequent written agreement executed by Mortgagee:

- (a) the Note is secured by this Mortgage and the Senior Mortgage;
- (b) any event of default under the Senior Note, the Senior Mortgage, or the Senior Loan Documents shall constitute an event of default under this Mortgage;
- (c) any event of default under this Mortgage shall constitute an event of default under the Senior Note, the Senior Mortgage and the Senior Loan Documents;
- (d) any notice, grace and cure periods provided for in the Note and this Mortgage and the Senior Mortgage or the documents evidencing the Senior Loan shall run concurrently as to any given default; and
- (e) ~~Mortgagee shall have the right to exercise any remedies under this Mortgage or the Senior Mortgage against any one or more properties or all~~

of the properties at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence of this Mortgage.

14.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

14.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

14.4 Expenditure by Mortgagee. If Mortgagor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Mortgagor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate (as specified in the Notes), but not in any event at a rate higher than the maximum rate permitted at law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.

14.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

14.6 Modification or Extension of Indebtedness: Release of Obligors. The taking by Mortgagor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

14.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

14.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

14.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected thereby.

14.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

14.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Mortgagee on default.

14.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.

14.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Notes of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

14.14 Exhibits. The following exhibits are attached hereto and made a part hereof as fully as if set forth herein:

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

14.15 Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which together shall constitute on and the same instrument.

14.16. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

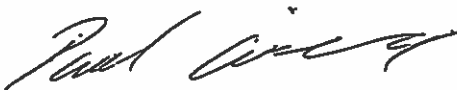
14.17. Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

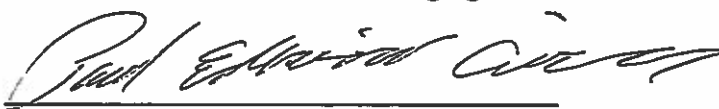
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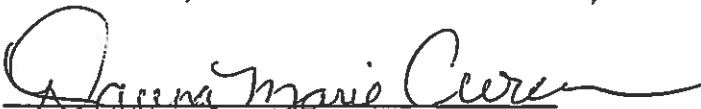
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

NORTHSIDE DAIRY, an Idaho
general partnership

By: 
PAUL CIOCCA, Its Managing Partner

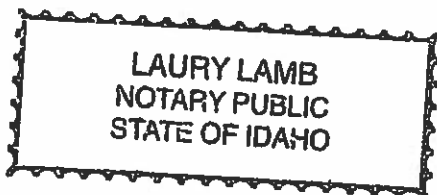

PAUL EDWARD CIOCCA (also
known as Paul E. Ciocca, also known
as Paul Ciocca)


DAWNA MARIE CIOCCA (also
known as Dawna M. Ciocca, also
known as Dawna Ciocca)

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

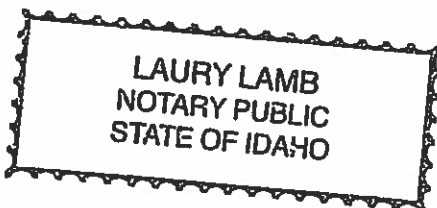
On July 6, 2015, before me, the undersigned, a Notary Public, personally appeared PAUL EDWARD CIOCCA (also known as Paul E. Ciocca, also known as Paul Ciocca), known or identified to me, to be the managing partner in the partnership of NORTHSIDE DAIRY, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On July 6, 2015, before me, the undersigned, a Notary Public, personally appeared PAUL EDWARD CIOCCA (also known as Paul E. Ciocca, also known as Paul Ciocca), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

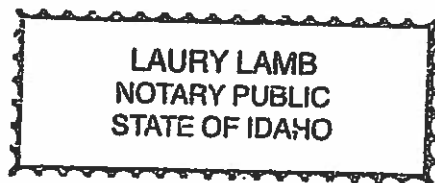


Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

ACKNOWLEDGMENTS

STATE OF IDAHO)
COUNTY OF Jerome)ss.

On July 6, 2015, before me, the undersigned, a Notary Public, personally appeared DAWNA MARIE CIOCCA (also known as Dawna M. Ciocca, also known as Dawna Ciocca), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

EXHIBIT A
TO
MORTGAGE

Legal Description

The following real property situated in Jerome, Lincoln and Minidoka Counties, Idaho:

TRACT 1

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: SW $\frac{1}{4}$ NW $\frac{1}{4}$;

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

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°42' East, 1322.12 feet to the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 0°02' West, 602.27 feet along the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to intersect the
centerline of the North Side Canal Company, S-2 Canal, as presently constructed;
Thence along the centerline of said S-2 Canal the following distances and courses:
North 75°33' West, 120.18 feet;
South 89°55' West, 119.02 feet;
South 68°57' West, 287.70 feet;
North 70°57' West, 143.05 feet;
North 39°25' West, 94.73 feet;
North 9°37' West, 211.48 feet;
North 56°37' West, 128.60 feet;
North 73°39' West, 346.09 feet;
North 47°41' West, 148.89 feet;
South 42°19' West, 20 feet;
North 89°42' West, 25 feet to the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°02' East, 1104 feet along the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to THE POINT OF
BEGINNING.

TRACT 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,

Exhibit A, Page 1 of 9

Mortgage
Northside Dairy.
Loan No. 197672
79293085.1 0053564-00216

JEROME COUNTY, IDAHO

Section 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM a parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the South Quarter Corner for Section 11;

Thence North 0°03'36" East 1320.18 feet along the Easterly boundary of the Southwest Quarter (SW $\frac{1}{4}$) to the Southeast Corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ marked with a steel pin and survey cap the TRUE POINT OF BEGINNING;

Thence North 0°03'36" East 295.16 feet along the Easterly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°41'34" West 295.16 feet;

Thence South 0°03'36" West 295.16 feet to the Southerly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence South 89°41'34" East 295.16 feet along said Southerly boundary to the TRUE POINT OF BEGINNING.

TRACT 3

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southeast corner of Section 10, Township 8 South, Range 16, East of the Boise Meridian;

Thence North 0°02' West, 1321.91 feet to the East side of the canal bank and to the TRUE POINT OF BEGINNING;

Thence North 0°02' West, 265.00 feet;

Thence South 89°58' West, 390.00 feet more or less to the East side of the canal bank;

Thence South 11°47' West, 81.70 feet;

Thence South 14°43' East, 110.00 feet;

Thence South 2°23' East, 43.20 feet;

Thence South 2°09' West, 34.90 feet, all along the East side of the canal bank;

Leaving said canal bank and proceeding North 89°58' East, 380.00 feet to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM a parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section, described as follows:

Exhibit A, Page 2 of 9

Commencing at the Southeast corner of Section 10;
Thence North 0°02'00" West, 1321.91 feet along the East section line of Section 10 to a found ½" rebar, marking the Southeast corner of the NE¼SE¼;
Thence continuing North 0°02'00" West, 265.00 feet along said line to THE TRUE POINT OF BEGINNING;
Thence South 88°55'13" West, 390.45 feet to a point on an irrigation canal;
Thence North 14°52'07" East, 39.16 feet along said canal to a point;
Thence North 17°16'38" West, 229.57 feet along said canal to a point;
Thence North 74°28'49" East, 207.69 feet along said canal to a point;
Thence North 24°24'14" East, 116.65 feet along said canal to a point;
Thence South 88°15'37" East, 200.12 feet along said canal to a point on the East section line of Section 10;
Thence South 0°02'00" East, 412.72 feet along the East section line of Section 10 to THE TRUE POINT OF BEGINNING.

TRACT 4

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: That part of the E½SW¼ described as follows:

Beginning at the South quarter corner for Section 3, marked with a ½" steel pin and survey cap, being THE TRUE POINT OF BEGINNING;
Thence North 0°03'02" East 1320.71 feet along the Easterly boundary of E½SW¼ to the Northeast corner for the SE¼SW¼;
Thence North 0°03'02" East 629.01 feet along the Easterly boundary for E½SW¼;
Thence North 89°32'23" West 1321.47 feet to the Westerly boundary of E½SW¼;
Thence South 0°03'29" West 629.01 feet along the Westerly boundary of E½SW¼ to the Northwest corner of SE¼SW¼;
Thence South 0°03'29" West 1321.67 feet along the Westerly boundary of E½SW¼ to the Southwest corner for SE¼SW¼;
Thence South 89°34'54" East 1321.72 feet along the Southerly boundary of Section 3 to THE TRUE POINT OF BEGINNING.

TRACT 5

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: N½NE¼, EXCEPTING THEREFROM that part of the NW¼NE¼, described as follows:

Commencing at the North quarter section corner of Section 10, being THE TRUE POINT OF BEGINNING;

Thence South 0°07'55" East along the West boundary of said NW¼NE¼, 511.29 feet;
Thence North 74°13'55" East, 87.18 feet;
Thence North 89°03'20" East, 138.42 feet;
Thence South 48°35'00" East, 80.77 feet;
Thence North 55°56'25" East, 141.18 feet;
Thence North 32°26'25" East, 155.89 feet;
Thence North 4°24'30" East, 326.90 feet to a point on the North boundary of the NW¼NE¼;
Thence North 89°45'15" West, 509.76 feet along the North boundary of the NW¼NE¼ to THE TRUE POINT OF BEGINNING.

TRACT 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: S½NE¼

TRACT 7

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: Part NE¼SW¼, more particularly described as follows:

Beginning at the South Quarter corner of Section 3 marked with a ½" (one-half inch) steel pin;
Thence North 0°03'02" East 1949.72 feet along the Easterly boundary of the SW¼ of Section 3;
Thence North 89°32'24" West 662.31 feet to the TRUE POINT OF BEGINNING marked with a ½" (one-half inch) steel pin and survey cap;
Thence North 89°32'24" West 659.16 feet to the Westerly boundary of NE¼SW¼;
Thence North 0°03'29" East 692.69 feet along said Westerly boundary to the Northwest corner of the NE¼SW¼;

Exhibit A, Page 4 of 9

Mortgage
Northside Dairy
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Thence South 89°29'55" East 693.58 feet along the Northerly boundary of the NE¼SW¼;
Thence South 2°54'21" West 692.80 feet along an existing fence to the TRUE POINT OF BEGINNING.

TRACT 8

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 14: W½NE¼, EXCEPTING THEREFROM that parcel more particularly described as follows:

Beginning at the Northeast corner of Section 14;
Thence South 89°59'11" West 1322.44 feet along the Northerly boundary of Section 14 to the Northeast corner of the W½NE¼ and THE TRUE POINT OF BEGINNING;
Thence South 89°59'11" West 145.00 feet along the Northerly boundary of Section 14;
Thence South 0°14'05" East 220.10 feet;
Thence 145.91 feet Southeasterly along a Curve Right having a Radius of 675.00 feet and a Chord of South 35°57'18" East 145.63 feet;
Thence North 89°59'11" East 59.97 feet to the Easterly boundary of W½NE¼;
Thence North 0°14'05" West 338.00 feet along said Easterly boundary of W½NE¼ to THE TRUE POINT OF BEGINNING.

TRACT 9

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: W½SW¼, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of Section 36;
Thence South 89°28'33" East, 1317.59 feet along the Southerly boundary of Section 36 to the Southeast corner of W½SW¼;
Thence North 0°04'29" East, 1322.16 feet along the Easterly boundary of W½SW¼ to the Southeast corner of NW¼SW¼ and THE TRUE POINT OF BEGINNING;
Thence North 0°04'29" East, 364.14 feet along the Easterly boundary of NW¼SW¼;
Thence South 85°30'19" West, 161.76 feet;
Thence South 2°33'51" East, 350.50 feet to the Southerly boundary of NW¼SW¼;

Exhibit A, Page 5 of 9

Thence South 89°28'39" East, 145.13 feet along the Southerly boundary of NW¼SW¼ to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the East forty feet of the SW¼SW¼ of Section 36, Township 7 South, Range 16, East Boise Meridian, as deeded to the Jerome Highway District by Quitclaim Deed dated April 6, 1959, recorded May 12, 1959 in Book 140 of Deeds Page 471 as Instrument Number 139368, Jerome County records.

TRACT 10

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 6: A tract of Land located in Government Lots 3, 4, 5 and 6, the SE¼NW¼ and the NE¼SW¼ of said Section, more particularly described as follows:

Beginning at the Northwest corner of said Section 6;
Thence South 0°09'40" West a distance of 811.03 feet along the Westerly boundary of said Section 6;
Thence South 89°50'20" East a distance of 40.00 feet to a point on the Easterly boundary of a state highway and the intersection of a county road;
Thence Easterly along the center of said county road the following courses and distances:
South 84°11'26" East a distance of 17.69 feet;
Thence South 60°33'23" East a distance of 119.20 feet;
Thence South 64°22'32" East a distance of 158.16 feet;
Thence South 74°15'43" East a distance of 160.40 feet;
Thence South 89°15'36" East a distance of 141.56 feet;
Thence North 76°31'54" East a distance of 191.71 feet;
Thence North 69°54'23" East a distance of 60.99 feet;
Thence South 01°04'47" East a distance of 1704.91 feet to a point 75.00 feet Northerly from the North Bank of the "S" Canal;
Thence Westerly parallel with and approximately 75.00 feet Northerly from the North bank of said "S" Canal the following courses and distances:
South 61°01'07" West a distance of 220.63 feet;
Thence South 80°39'49" West a distance of 225.08 feet;
Thence South 71°57'23" West a distance of 169.80 feet;
Thence South 89°09'19" West a distance of 132.04 feet;
Thence North 88°24'17" West a distance of 132.40 feet to a point on the Easterly boundary of said state highway;
Thence North 0°00'00" West a distance of 177.57 feet to the Southerly boundary of said Government Lot 5;

Thence North 0°09'40" East a distance of 521.58 feet continuing along the Easterly boundary of said state highway;
Thence South 89°50'20" East a distance of 30.00 feet;
Thence North 0°09'40" East a distance of 30.00 feet parallel with the Easterly boundary of said state highway;
Thence North 89°50'20" West a distance of 30.00 feet to a point on the Easterly boundary of said state highway;
Thence North 0°09'40" East a distance of 1278.25 feet to the TRUE POINT OF BEGINNING.

TRACT 11

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 6: A tract of land located in Government Lot 3, 6, the SE¼NW¼ and the NE¼SW¼ of said Section, more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 3;
Thence South 1°07'08" East a distance of 466.43 feet along the Easterly boundary of said Government Lot 3 to the center of the "U" Canal and THE TRUE POINT OF BEGINNING;
Thence South 1°07'08" East a distance of 2364.46 feet along the Easterly boundary of said Government Lot 3, the SE¼NW¼ and NE¼SW¼;
Thence North 89°50'34" West a distance of 225.06 feet to a point 30.00 feet Southerly from the center of the "S" Canal;
Thence Westerly parallel with and 30.00 feet distance Southerly from the centerline of said canal the following courses and distances:
North 87°13'11" West a distance of 327.71 feet;
Thence North 81°45'34" West a distance of 274.41 feet;
Thence South 60°57'23" West a distance of 187.19 feet;
Thence South 81°21'11" West a distance of 230.82 feet;
Thence North 0°00'00" West a distance of 49.60 feet to the center of said "S" Canal;
Thence Westerly along the center of said "S" Canal the following courses and distances:
South 80°39'49" West a distance of 11.78 feet;
Thence South 71°57'23" West a distance of 176.93 feet;
Thence South 89°09'19" West a distance of 148.43 feet;
Thence North 88°24'17" West a distance of 131.78 feet to the Easterly boundary of a county road which point lies Easterly 40.00 feet at right angles from the Westerly boundary of said Section 6;

Thence North 0°00'00" West a distance of 95.04 feet along said road boundary to a point 75.00 feet northerly from the North bank of said "S" Canal;

Thence Easterly parallel with and 75.00 feet distance from the Northerly bank of said "S" Canal the following courses and distances:

South 88°24'17" East a distance of 132.40 feet;

Thence North 89°09'19" East a distance of 132.04 feet;

Thence North 71°57'23" East a distance of 169.80 feet;

Thence North 80°39'49" East a distance of 225.08 feet;

Thence North 61°01'07" East a distance of 220.63 feet;

Thence North 1°04'07" East a distance of 1739.67 feet;

Thence North 71°51'40" East a distance of 88.40 feet to a point on curve;

Thence Westerly 84.66 feet on the arc of a non-tangent curve to the right with a radius of 647.96 feet a central angle of 7°29'09" and a chord which bears North 88°25'41" West a distance of 84.60 feet;

Thence North 1°04'47" West a distance of 74.74 feet to the Southerly boundary of the Northside Canal Company property;

Thence North 71°51'40" East a distance of 41.57 feet to a point on the centerline of the "U" Canal;

Thence along the centerline of said canal the following courses and distances:

North 89°39'54" East a distance of 140.24 feet;

Thence North 69°32'35" East a distance of 265.52 feet;

Thence North 53°03'58" East a distance of 258.04 feet;

Thence North 76°43'16" East a distance of 193.85 feet more or less to THE TRUE POINT OF BEGINNING.

TRACT 12

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 33: E½, EXCEPTING THEREFROM a parcel of land located in the SW¼SE¼, described as follows:

Beginning at the Southwest corner of said SW¼SE¼, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North along the West boundary of said SW¼SE¼, 435.00 feet;

Thence East parallel to the South boundary of said SW¼SE¼, 400.00 feet;

Thence South parallel to the West boundary of said SW¼SE¼, 435.00 feet to a point on the South boundary of said SW¼SE¼;

Thence West along the South boundary of said SW¼SE¼, 400.00 feet to THE TRUE POINT OF BEGINNING.

TRACT 13

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 35: SE¼

TRACT 14

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 35: SW¼

Exhibit A, Page 9 of 9

Mortgage
Northside Dairy
Loan No. 197672
79293085.1 0053564-00216

**EXHIBIT B
TO
MORTGAGE**

Equipment

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits

Together with all main and hand lines, valve openers, end plugs, risers, stems, sprinkler birds, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipe, etc. pertaining to the above listed irrigation equipment.

Together with all milking equipment located in the dairy facilities, including, but not limited to, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Real Property described on Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any such property.

**EXHIBIT C
TO
MORTGAGE**

Water Rights

State of Idaho – Department of Water Resources

Tract	Idaho Dept. of Water Resources Number	Priority Date
1	36-8490	11/7/1989
1	36-15220	3/31/1946
5	36-2230J	7/15/1953
6	36-2070P	3/11/1948
6	36-7529F	3/28/1975

Northside Canal Company Share Certificates

CERTIFICATE NUMBER	NUMBER OF SHARES
22826	59.16
24860	10.75
22157	74.17
24861	120.00
22358	80.00
23082	45.00
23361	80.00
23556	71.00
23886	34.57
23719	43.79
TOTAL SHARES:	618.44



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 28, 2015

ATTN KEVIN HARSHBERGER
METROPOLITAN LIFE INSURANCE CO
10801 MASTIN BLVD STE 930
OVERLAND PARK KS 66210

Re: Notice of Security Interest in a Water Right for Water Right 36-2070P, 36-2230J, 36-7529F,
36-8490, 36-15220 / Northside Dairy, Paul and Dawna Ciocca

Dear Party Holding Security Interest:

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: Northside Dairy
TitleOne (15249671)



RECEIVED

JUL 24 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

15249671
Jerome

July 22, 2015

Idaho Dept. of Water Resources
Attn: Trish
650 Addison Ave. W, Ste 500
Twin Falls, ID 83301

RE: Notice of Security Interest
MetLife/Northside Dairy-Ciocca

Dear Trish:

Enclosed, please find the following in connection with the above referenced transaction:

- Check no. 1809 in the amount of \$125.00
- Notice of Security Interest in Water Right
- Copy of Mortgage, Instrument #2152520

If you have any questions regarding this matter, please do not hesitate to contact this office at 208-324-3357.

Very truly yours,

LAND TITLE AND ESCROW, INC.
dba TitleOne

Laury Lamb
Escrow Officer

/ljl
encs