

RECEIVED

APR 20 2015

Department of Water Resources  
Eastern RegionSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

RECEIVED

Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.

MAY 07 2015

DEPT OF WATER RESOURCES  
SOUTHERN REGION

1. Water Right No(s): See attached list  
Adjudication Claim No(s): \_\_\_\_\_
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  
4333 Edgewood Road NE  
Cedar Rapids, Iowa 52499-5223
4. Name of Water Right Owner/Claimant(s) Rose Creek Ranch, L.L.C.
5. Expiration Date of Notification Period January 1, 2035
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) of Security Interest holder(s)   
(and title if applicable) Michael Mercure, Investment Officer

**For Office Use Only**Received by   
Receipted by   
Processed by AJDate 4/20/2015  
Date 4/20/2015  
Date 4/20/2015Fee \$600.-  
Receipt No. E040916  
WR \_\_\_\_\_ Date \_\_\_\_\_

SUPPORT DATA

IN FILE # 45-234

## Water Rights

45-236; 45-240; 45-246-B; 45-259; 45-275; 45-284B; 45-285; 45-285A; 45-287; 45-290; 45-291; 45-327-D; 45-517-D; 45-518; 45-519; 45-523A; 45-528; 45-706; 45-707; 45-13589; 45-14449; 45-14450; 45-14451; 45-14452

RETURN RECORDED DOCUMENT TO  
AXA Equitable AgriFinance, LLC  
Attn: Steve Traynor/tm  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223

15246862

Loan 60715139

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Mortgage") is made the 14 day of April, 2015, between Merriman Land and Cattle, L.L.C., an Arizona limited liability company, Albion Ranch 2006, L.L.C., an Idaho limited liability company, Albion 12 Investments, L.L.C., an Idaho limited liability company, and Rose Creek Ranch, L.L.C., an Idaho limited liability company and whose chief executive office is 7595 E. McDonald Drive, Suite 130, Scottsdale, AZ 85250, hereinafter called "Mortgagor," and AXA Equitable Life Insurance Company, a corporation, organized and existing under the laws of the State of New York, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, New York 10104, hereinafter called "Lender."

WHEREAS, Rose Creek Ranch, L.L.C., an Idaho limited liability company ("Borrower") is justly indebted to the Lender in the sum of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) ("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 January 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 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 Cassia 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 Mortgagor 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;

(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 60715139, 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.

[Signatures and Acknowledgments on Following Pages]

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

"THE TERMS OF THIS MORTGAGE ARE AMENDED BY A FEDERAL GRAZING LEASE AND PERMIT MORTGAGE RIDER ATTACHED HERETO AND MADE A PART HEREOF"

Merriman Land and Cattle, L.L.C., an Arizona limited liability company

By: Michael L. Merriman  
Michael L. Merriman, Manager

Albion Ranch 2006, L.L.C., an Idaho limited liability company

By: Xanadu Investments, LLC, a Nevada limited liability company, Member

By: Michael L. Merriman  
Michael L. Merriman, Manager

Albion 12 Investments, L.L.C., an Idaho limited liability company

By: PMTB Investments, LLC, a Nevada limited liability company, Member

By: Michael L. Merriman  
Michael L. Merriman, Manager

Rose Creek Ranch, L.L.C., an Idaho limited liability company

By: Michael L. Merriman  
Michael L. Merriman, Manager

STATE OF Idaho )  
COUNTY OF Cassia ) SS.

On this 10<sup>th</sup> day of April, 2015, before me, the undersigned notary public in and for said county and state, personally appeared Michael L. Merriman, to me personally known, who, being by me duly sworn, did say that he is the manager of Merriman Land and Cattle, L.L.C., 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)

Larry Roberts  
Notary Public  
State of Idaho

My commission expires:

6-30-15

Larry Roberts  
Notary Public

STATE OF Idaho )  
COUNTY OF Cassia ) SS.

On this 10<sup>th</sup> day of April, 2015, before me, the undersigned notary public in and for said county and state, personally appeared Michael L. Merriman, to me personally known, who, being by me duly sworn, did say that he is the manager of Xanadu Investments, L.L.C., the sole member of Albion Ranch 2006, L.L.C. 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)

Larry Roberts  
Notary Public  
State of Idaho

My commission expires:

6-30-15

Larry Roberts  
Notary Public

STATE OF Idaho )  
COUNTY OF Cassia ) SS.

On this 10<sup>th</sup> day of April, 2015, before me, the undersigned notary public in and for said county and state, personally appeared Michael L. Merriman, to me personally known, who, being by me duly sworn, did say that he is the manager of PMB Investments, L.L.C., the sole member of Albion 12 Investments, L.L.C. 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)

Larry Roberts  
Notary Public  
State of Idaho

My commission expires:

Larry Roberts  
Notary Public

6-30-15

STATE OF Idaho )  
COUNTY OF Cassia ) SS.

On this 10<sup>th</sup> day of April, 2015, before me, the undersigned notary public in and for said county and state, personally appeared Michael L. Merriman, to me personally known, who, being by me duly sworn, did say that he is the manager of Rose Creek Ranch, L.L.C., 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)

Larry Roberts  
Notary Public  
State of Idaho

My commission expires:

Larry Roberts  
Notary Public

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

Rose Creek Ranch, L.L.C.  
7595 E. McDonald Drive, Suite 130  
Scottsdale, AZ 85250

\_\_\_\_\_  
This document drafted by:  
Steven Traynor  
AXA Equitable AgriFinance, LLC  
4333 Edgewood Rd. N.E.  
Cedar Rapids, Iowa 52499-5223

## EXHIBIT A

### PARCEL NO. 1:

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 21 and 22: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 21 and part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 22, more particularly described as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 21, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;  
Thence South 89°57'20" East along the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 1243.40 feet to a 1/2 inch rebar on the West right of way of State Highway 77;  
Thence along said right of way along a non-tangent curve to the right for a distance of 647.75 feet to a right of way marker, at Station P.T. 626+57.8, said curve having a radius of 1106.00 feet and a central angle of 33°33'23" and a long chord bearing of South 20°34'25" East for a distance of 638.53 feet;  
Thence South 03°47'42" East continuing along said right of way for a distance of 59.83 feet to a 1/2 inch rebar;  
Thence South 89°47'55" West for a distance of 145.29 feet to the Southeast corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 21 marked by a 5/8 inch rebar;  
Thence South 89°47'55" West along the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 1324.44 feet to the Southwest corner of N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  marked by a 5/8 inch rebar;  
Thence North 00°10'27" West along the West line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  for a distance of 663.64 feet to the Point of Beginning.

### PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 18: W $\frac{1}{2}$ SE $\frac{1}{4}$  and E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL NO. 3:

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 16: Part of said Section 16, more particularly described as follows:

Beginning at the Southwest corner of said Section 16, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;  
Thence North 00°33'17" West along the West line of Section 16 for a distance of 2632.90 feet to a 5/8 rebar with a 3 inch cap on top at the West 1/4 section corner of Section 16;  
Thence North 00°36'10" West along the West line of Section 16 for a distance of 1820.19 feet;  
Thence South 89°49'50" East for a distance of 15.54 feet to a 1/2 inch rebar;  
Thence South 89°49'50" East for a distance of 770.99 feet to a 1/2 inch rebar on the Southwesterly right of way of State Highway 77;  
Thence South 45°31'05" East along the Southwesterly right of way of State Highway 77 for a distance of 2205.05 feet;  
Thence South 89°38'23" West (West, rec.) for a distance of 164.10 feet to a 1/2 inch rebar;  
Thence South 00°02'46" East (South, rec.) for a distance of 258.00 feet to a 1/2 inch rebar on the South line of the NW1/4;  
Thence South 89°38'23" West along the South line of the NW1/4 for a distance of 833.39 feet to a 5/8 inch rebar at the Northwest corner of the NE1/4SW1/4;  
Thence South 00°18'05" East along the West line of the NE1/4SW1/4 for a distance of 1313.50 feet to a 5/8 inch rebar at the Southwest corner of the NE1/4SW1/4;  
Thence North 89°30'50" East along the South line of the NE1/4SW1/4 for a distance of 1337.57 feet to a 1/2 inch rebar at the Southeast corner of the NE1/4SW1/4;  
Thence North 00°02'48" West along the East line of the NE1/4SW1/4 for a distance of 223.87 feet to a 1/2 inch rebar;  
Thence North 86°10'00" East (North 85°38'56" East, rec.) for a distance of 393.32 feet (402.79 feet, rec.) to a 1/2 inch rebar;  
Thence North 00°18'30" West (North 0°51'30" West, rec.) for a distance of 593.10 feet to a 1/2 inch rebar;  
Thence North 00°18'30" West (North 0°51'30" West, rec.) for a distance of 0.10 feet to the Southwesterly right of way of State Highway 77;  
Thence South 45°31'05" East along the Southwesterly right of way of State Highway 77 for a distance of 2908.61 feet to a concrete highway right of way marker at Station PC 618+23.5;  
Thence along said highway right of way on a tangent curve to the right for a distance of 157.39 feet to a 1/2 inch rebar on the South line of Section 16, said curve having a radius of 1106.00 feet and a central angle of 8°09'12" with a long cord bearing of South 41°25'43" East for a distance of 157.26 feet;  
Thence North 89°57'20" West along the South line of Section 16 for a distance of 2567.27 feet to a 5/8 inch rebar with a 3 inch cap on top at the S1/4 Section corner of Section 16;  
Thence South 89°23'12" West along the South line of Section 16 for a distance of 2663.52 feet to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

- Section 21: NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 23: NW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 27: All that portion of the SE $\frac{1}{4}$  lying South and West of the Albion Connor Creek Highway
- Section 34: All that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying South and West of the Albion Connor Creek Highway
- Section 35: W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.
- Section 35: All that portion of the NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying South and West of the Albion Connor Creek Highway.

TOWNSHIP 13 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

- Section 2: W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

SAVE AND EXCEPT the following described units that lie in Sections 16 and 21, Township 12 South Range 25 East of the Boise Meridian;

Tract No. 1:

Beginning at the North  $\frac{1}{4}$  corner of Section 21, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°07'27" East along the east line of the NW $\frac{1}{4}$  for a distance of 445.06 feet to the Point of Beginning;

Thence South 81°04'19" East for a distance of 31.34 feet to a 1/2 inch rebar;  
Thence South 11°41'51" West for a distance of 151.08 feet to a 1/2 inch rebar on the east line of the NW $\frac{1}{4}$ ;  
Thence South 00°07'27" East along said line for a distance of 706.61 feet to a 1/2 inch rebar;  
Thence North 79°09'31" West for a distance of 776.90 feet to a 1/2 inch rebar;  
Thence North 07°12'58" East for a distance of 823.14 feet to a 1/2 inch rebar;  
Thence South 81°04'19" East for a distance of 665.84 feet to the Point of Beginning

Tract No. 2:

An access easement for the benefit of Tract No. 1 above, more particularly described as follows:

Beginning at the North  $\frac{1}{4}$  corner of Section 21, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°07'27" East along the east line of the NW $\frac{1}{4}$  for a distance of 445.06 feet to the Point of Beginning;

Thence North 81°04'19" West for a distance of 8.18 feet;  
Thence North 12°14'59" East for a distance of 163.54 feet;  
Thence North 21°55'37" East for a distance of 68.72 feet;  
Thence North 46°15'35" East for a distance of 248.08 feet;  
Thence North 23°54'16" East for a distance of 62.21 feet;  
Thence North 56°38'49" East for a distance of 36.94 feet;  
Thence North 89°50'49" East for a distance of 993.86 feet;  
Thence South 89°29'41" East for a distance of 1267.72 feet to the southwesterly right-of-way of State Highway 77;  
Thence along a non-tangent curve to the right along said right-of-way for a distance of 27.88 feet to a  $\frac{1}{2}$  inch rebar, said curve having a radius of 1106.00 feet, a delta angle of 01°26'39", and a long chord bearing of South 38°04'24" East for a distance of 27.88 feet;  
Thence along a non-tangent curve to the right along said right-of-way for a distance of 10.36 feet, said curve having a radius of 1106.00 feet, a delta angle of 00°32'12" and a long chord bearing of South 37°05'05" East for a distance of 10.36 feet;  
Thence North 89°29'41" West for a distance of 1291.25 feet;  
Thence South 89°50'49" West for a distance of 984.75 feet;  
Thence South 56°38'49" West for a distance of 19.19 feet;  
Thence South 23°54'16" West for a distance of 59.32 feet;  
Thence South 46°15'35" West for a distance of 247.54 feet;  
Thence South 21°55'37" West for a distance of 59.71 feet;  
Thence South 12°14'59" West for a distance of 159.26 feet;  
Thence North 81°04'19" West for a distance of 21.87 feet to the Point of Beginning.

ALSO EXCEPTING the following described:

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the SE $\frac{1}{4}$ , more particularly described as follows:

TOWNSHIP 13 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: Part of the E $\frac{1}{2}$ , more particularly described as follows:

Beginning at the Center quarter Corner of Section 35, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;  
Thence South 89°43'33" East along the north line of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  of Section 35 for a distance of 1299.01 feet to a 5/8 inch rebar at the Northeast Corner of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  of Section 35;  
Thence South 01°29'50" East along the east line of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  of Section 35 for a distance of 2635.11 feet to a 5/8 inch rebar at the Southeast Corner of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  of Section 35;  
Thence South 89°30'20" East along the north line of Section 2 for a distance of 1.25 feet to a 5/8 inch rebar at the Northeast Corner of the W $\frac{1}{2}$ :NE $\frac{1}{4}$  of Section 2;  
Thence South 00°47'56" West along the east line of the W $\frac{1}{2}$ :NE $\frac{1}{4}$  of Section 2 for a distance of 2361.35 feet to a 1/2 inch rebar;  
Thence South 00°47'56" West along said line for a distance of 333.02 feet to a 5/8 inch rebar at the Southeast Corner of the W $\frac{1}{2}$ :NE $\frac{1}{4}$  of Section 2;  
Thence South 00°49'51" West along the east line of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  for a distance of 109.50 feet to the northeasterly right of way of State Highway 77;  
Thence North 09°48'20" West along said right of way for a distance of 261.30 feet;  
Thence North 10°35'01" West along said right of way for a distance of 414.69 feet;  
Thence along a non-tangent curve to the right along said right of way for a distance of 542.65 feet, said curve having a radius of 2815.00 feet, a delta angle of 11°02'42", and a long chord bearing of North 05°03'14" West for a distance of 541.82 feet;  
Thence North 00°28'42" East along said right of way for a distance of 1029.08 feet;  
Thence North 03°13'56" West along said right of way for a distance of 100.50 feet;  
Thence North 00°28'42" East along said right of way for a distance of 214.51 feet;  
Thence along a non-tangent curve to the left along said right of way for a distance of 849.56 feet, said curve having a radius of 1472.50 feet, a delta angle of 33°03'25", and a long chord bearing of North 16°04'03" West for a distance of 837.83 feet;  
Thence North 32°34'14" West along said right of way for a distance of 560.14 feet;  
Thence along a non-tangent curve to the left along said right of way for a distance of 348.10 feet, said curve having a radius of 1186.00 feet, a delta angle of 16°49'00", and a long chord bearing of North 40°59'14" West for a distance of 346.85 feet;  
Thence North 49°24'06" West along said right of way for a distance of 500.46 feet to the west line of the W $\frac{1}{2}$ :SE $\frac{1}{4}$  of Section 35;  
Thence North 01°12'45" West along said line for a distance of 1031.14 feet to the Point of Beginning.

PARCEL NO. 4:  
TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 8: SE $\frac{1}{4}$   
Section 9: SW $\frac{1}{4}$   
Section 17: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$   
Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL NO. 5:  
TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the SE $\frac{1}{4}$ , more particularly described as follows:

TOWNSHIP 13 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: Part of the E $\frac{1}{2}$ , more particularly described as follows:

Beginning at the Center quarter Corner of Section 35, said corner marked by a 5" S inch rebar which shall be the Point of Beginning;  
Thence South 89°43'33" East along the north line of the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35 for a distance of 1299.01 feet to a 5" S inch rebar at the Northeast Corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35;  
Thence South 01°29'50" East along the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35 for a distance of 2635.11 feet to a 3" S inch rebar at the Southeast Corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35;  
Thence South 89°30'20" East along the north line of Section 2 for a distance of 1.25 feet to a 5" S inch rebar at the Northeast Corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 2;  
Thence South 00°47'56" West along the east line of the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 2 for a distance of 2361.35 feet to a 1" inch rebar;  
Thence South 00°47'56" West along said line for a distance of 333.02 feet to a 5" S inch rebar at the Southeast Corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 2;  
Thence South 00°49'51" West along the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$  for a distance of 109.50 feet to the northeasterly right of way of State Highway 77;  
Thence North 09°48'20" West along said right of way for a distance of 261.30 feet;  
Thence North 10°35'01" West along said right of way for a distance of 414.69 feet;  
Thence along a non-tangent curve to the right along said right of way for a distance of 542.65 feet, said curve having a radius of 2815.00 feet, a delta angle of 11°02'42", and a long chord bearing of North 05°03'14" West for a distance of 541.82 feet;  
Thence North 00°28'42" East along said right of way for a distance of 1029.08 feet;  
Thence North 05°13'56" West along said right of way for a distance of 100.50 feet;  
Thence North 00°28'42" East along said right of way for a distance of 214.51 feet;  
Thence along a non-tangent curve to the left along said right of way for a distance of 849.56 feet, said curve having a radius of 1472.50 feet, a delta angle of 33°03'25", and a long chord bearing of North 16°04'03" West for a distance of 837.83 feet;  
Thence North 32°34'14" West along said right of way for a distance of 560.14 feet;  
Thence along a non-tangent curve to the left along said right of way for a distance of 348.10 feet, said curve having a radius of 1186.00 feet, a delta angle of 16°49'00", and a long chord bearing of North 40°59'14" West for a distance of 346.85 feet;  
Thence North 49°24'06" West along said right of way for a distance of 500.46 feet to the west line of the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35;  
Thence North 01°12'48" West along said line for a distance of 1031.14 feet to the Point of Beginning.

PARCEL NO. 6:  
TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN  
CASSIA COUNTY, IDAHO

Section 20: NE $\frac{1}{4}$ ; N $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$

## EXHIBIT B

Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, including the following

| ITEM                   | MANUFACTURER      | SERIAL #       | SIZE    | LENGTH  | COST NEW \$ | CONDITION | % GOOD | CONTRIBUTORY VALUE \$ |
|------------------------|-------------------|----------------|---------|---------|-------------|-----------|--------|-----------------------|
| Center Pivot/end gun   | Valley            | none           | 6 5/8"  | 1,300'  | 77,500      | New       | 95%    | 73,625                |
| Electric Motor & Panel | Baldor - Reliance | 1130821018?    | 15 hp   | -       | 3,648       | good      | 65%    | 2,371                 |
| Centrifugal Pump       | Paco Pumps        | RS1405012802   | 9 7/8"  | -       | 2,412       | good      | 65%    | 1,567                 |
| Center Pivot           | Valley            | none           | 6 5/8"  | 1,300'  | 75,000      | good      | 65%    | 48,750                |
| Center Pivot           | Valley            | none           | 6 5/8"  | 591'    | 46,500      | good      | 65%    | 30,225                |
| Wheel Lines (3)        | Western           | 23, & 27 pipes | 4" & 5" | 2,000'  | 23,075      | new       | 95%    | 21,921                |
| Wheel Line (1)         | Western           | 34 pipes       | 4" & 5" | 1,360'  | 14,875      | good      | 65%    | 9,669                 |
| Main Line              | Buried PVC        | none           | 10"     | 11,947' | 86,914      | new/good  | 80%    | 69,531                |
| Main Line              | Buried PVC        | none           | 8"      | 2,520'  | 14,175      | good      | 65%    | 9,214                 |
| Main Line              | Buried PVC        | none           | 6"      | 7,950'  | 12,656      | good/new  | 80%    | 10,124                |
| Main Line              | Buried PVC        | none           | 4"      | 890'    | 2,574       | good      | 65%    | 1,674                 |
| Head screen, clean-out | concrete/metal    | none           | 10"     | -       | 3,500       | new       | 95%    | 3,325                 |
| <b>TOTAL</b>           |                   |                |         |         |             |           |        | <b>528,151</b>        |

water stock and the following water rights:

45-236; 45-240; 45-246-B; 45-259; 45-275; 45-284B; 45-285; 45-285A; 45-287; 45-290; 45-291; 45-327-D; 45-517-D; 45-518; 45-519; 45-523A; 45-528; 45-706; 45-707; 45-13589; 45-14449; 45-14450; 45-14451; 45-14452

### FEDERAL GRAZING LEASE AND PERMIT MORTGAGE RIDER

The Mortgagor or Grantor (hereinafter "Mortgagor") does further covenant and agree with the Lender:

1. To be the lawful owner and holder of grazing leases and permits under the provisions of the Taylor Grazing Act [Title 43 U.S.C.A. Sections 315 to 315(p)], which are described as follows:

| Number & Name        | Season   | AUMS | \$/AUM | Annual Cost |
|----------------------|----------|------|--------|-------------|
| 05015 Howell Creek   | May-Sept | 262  | \$1.35 | \$353.70    |
| 05002 South Cotterel | May-Oct  | 283  | \$1.35 | \$382.05    |
| 05016 Sibley         | May-Oct  | 60   | \$1.35 | \$81.00     |

2. To pay all rent or charges due under the terms of said leases and permits, or any renewal or extension thereof, or 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, or renewals or extensions thereof; 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 and permits during the term of this mortgage.
5. To execute to the Lender, at such time as the Lender may require, an assignment or assignments of said leases and permits or any renewal or extension thereof, in such form as may be satisfactory to the Lender.
6. That in the event the Mortgagor fails to pay when due any rent or charges payable under said leases and permits, or renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, 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.
7. That in the event the Mortgagor fails to perform all and singular the covenants, conditions and agreements contained in the mortgage including this rider, or upon receipt by the Lender of notice of the Mortgagor's failure to comply with the terms of said leases and permits, the regulations of the United States Department of Interior or the laws of the United States applicable thereto, then the Lender may exercise any or all rights provided by the terms of the mortgage to which the rider is attached in case of any default on the part of the Mortgagor.
8. 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.

9. That this rider shall be a part of the mortgage, deed of trust or security instrument to which is attached, to the same extent as if it were set out in full therein.

## FOREST PERMIT MORTGAGE RIDER

The Mortgagor does further covenant and agree with the Mortgagee:

1. To be lawfully entitled to certain grazing privileges in the United States National Forest and/or United States National Grassland described in the Escrow Waiver referred to herein, said privileges to be evidenced by United States Department of Agriculture grazing permit or permits described in the Escrow Waiver or Waivers of Term Grazing Permit Privileges (Form FS-2200-13) executed in connection with this mortgage, and filed with the Forest Supervisor of said National Forest or Grassland. All of the terms, conditions and provisions of said Waiver are hereby made a part of this instrument to the same effect as if fully set forth herein.
2. To execute any waiver of grazing privileges, as defined by the regulations of the Department of Agriculture, and any other documents or forms which the mortgagee may require in order to protect its interest in said grazing privileges.
3. To pay all fees and charges due or to become due under the terms of the above described permit or any renewals thereof in the manner provided in said permit or renewals, or by the laws of the United States, or by the rules and regulations of the United States Department of Agriculture.
4. To so manage and operate the property included in this mortgage and any other property upon which said grazing privileges are based, and to so conduct and maintain his livestock operations that said permit or any renewal thereof will not be subject to cancellation or modification because of reduced livestock carrying capacity of the mortgagor's property, or for any other reason.
5. To make application for renewal of said grazing permit and to do any and all other things that may be necessary to prevent any impairment of the grazing rights under said permit, or any renewals thereof, throughout the term of this mortgage.
6. That in the event the mortgagor fails to pay when due any fees or sums payable by the terms of said grazing permit, or any renewal thereof, or under the laws of the United States or regulations of the United States Department of Agriculture; or in the event the aforesaid grazing privileges become subject to cancellation or modification because of the failure of the mortgagor to maintain sufficient livestock, or the necessary improvements, or for any other reason, the mortgagee, at its option, may pay such fees or sums, or provide the necessary livestock or improvements, or whatever may be necessary to maintain said grazing privilege in a status satisfactory to the mortgagee, and the amounts paid or incurred in connection therewith 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.
7. That in the event the mortgagor fails to perform all and singular the covenants, conditions, and agreements contained in this mortgage, including this rider, or upon receipt by the mortgagee of notice from the Forest Supervisor of the said National Forest or Grassland, or otherwise, of the mortgagor's failure to comply with the terms of said grazing permit or renewals thereof, the laws of the United States or the regulations of the United States Department of Agriculture applicable thereto, then the mortgagee may

exercise any or all rights provided for by the terms of the mortgage to which this rider is attached in case of any default on the part of the mortgagor.

8. 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 in full therein.