

RECEIVED
JUL 16 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE 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

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

1. Water Right No(s).: See Attached Exhibit A
Adjudication Claim No(s).: See Attached Exhibit A
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right or adjudication claim.**
3. Name and Mailing Address of Person or Company holding Security Interest
Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 900
Overland Park, KS 66210
4. Name of Water Right Owner/Claimant(s)
See Attached Exhibit A
5. Expiration Date of Notification Period August 10, 2028
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s)
 (and title if applicable) *Kim J. Hordley*
Director

For Office Use Only

Received by <u><i>[Signature]</i></u>	Date <u>7-16-13</u>	Fee <u>\$375</u>
Received by <u><i>DM</i></u>	Date <u>7-16-2013</u>	Receipt No. <u>SO33384</u>
Processed by _____	AJ Date _____	WR _____ Date _____

SUPPORT DATA
36-2488
IN FILE # _____

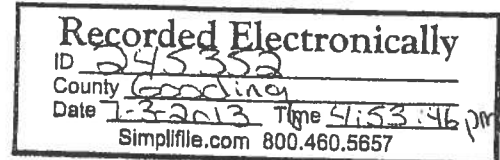
EXHIBIT A

Water Rights

Idaho Dept. of Water Resources Water Right No.	Use	Source
36-10581	Stockwater/Domestic	Ground Water
36-8661	Stockwater/Commercial	Ground Water
36-8388	Stockwater/Commercial	Ground Water
36-8491	Stockwater/Commercial	Ground Water
36-2658	Irrigation	Ground Water
36-2488	Irrigation	Ground Water
36-4062	Irrigation	Ground Water
36-7714B	Irrigation	Ground Water
36-7714A	Irrigation	Ground Water
36-10777	Domestic	Ground Water
36-10779	Stockwater	Ground Water
36-10776	Stockwater/Domestic	Ground Water
36-10780	Domestic	Ground Water
36-10781	Domestic	Ground Water
36-10782	Domestic	Ground Water

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Central Regional Office
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director



G-41544

(space above reserved for recorder's use)

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

(Gooding County, Idaho)

DATED: July 3, 2013

FROM: DEWIT DAIRY,
an Idaho general partnership
ANTHONY NEIL DEWIT
(also known as Tony DeWit) and
JULIE RENEE DEWIT,
husband and wife
MELINDA KATHLEEN DEWIT
(also known as Melinda DeWit),
an unmarried woman
2011-A Bob Barton Highway
Wendell, ID 83338

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210

MORTGAGEE

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Central Regional Office
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director

Instrument # 245352
GOODING COUNTY, GOODING, IDAHO
07-03-2013 16:53:46 No. of Pages: 36
Recorded for: LAND TITLE AND ESCROW - JEROME
DENISE GILL Fee: \$112.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

Q-41546

(space above reserved for recorder's use)

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

(Gooding County, Idaho)

DATED: July 3, 2013

FROM: DEWIT DAIRY,
an Idaho general partnership
ANTHONY NEIL DEWIT
(also known as Tony DeWit) and
JULIE RENEE DEWIT,
husband and wife
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Wendell, ID 83338

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210

MORTGAGEE

Mortgagor is the owner of the real and personal property in Gooding County, Idaho described on the attached Exhibit A and Exhibit B.

Mortgagee has loaned or agreed to loan to Mortgagor, the original principal amount of ~~9,000,000.00 and 1,000,000.00 DOLLARS (\$10,000,000.00)~~ on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note in the amount of ~~9,000,000.00 and 1,000,000.00 DOLLARS~~ dated as of even date herewith (the "Note"). The final payment of principal and interest pursuant to the Note will be due on August 10, 2028. The Note and any documents or instruments given in renewal, modification, substitution or addition to the Note as 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 herewith between Mortgagor, as borrower, and Mortgagee, as lender (the "Loan Agreement").

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 the Loan 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 Loan Agreement, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following whether now owned or hereafter acquired:

- A. The real property in Gooding County, 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, pump houses, 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 any leases or tenancies 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 and all other contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including, without limitation, all rights to collection and payment and enforcement rights granted therein (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; and
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other voluntary or involuntary 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.

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, the Dairy Products, the Receivables, the Equipment and Improvements, the 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 Loan 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 and utility. "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 \$25,000 for any single transaction or a total of \$50,000 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 Mortgagor's 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 fifteen (15) days, Mortgagor shall, upon demand by Mortgagee, deposit with Mortgagee cash, a sufficient corporate surety bond or other security in each case 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 fifteen (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 Classification. Mortgagor agrees to maintain the agricultural use 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.

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 ten (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 fifteen (15) days of such loss or damage. 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 (the "**Restoration**"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, 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 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 approved by Mortgagee set forth in the title insurance policy issued to Mortgagee at closing (the “**Permitted Encumbrances**”).
- 5.2 Defense of Title. Subject to the Permitted Encumbrances as noted 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, the Loan Agreement and this Mortgage will not contravene any provision of law or of the articles of organization or operating 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 officers, members, or managers, 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 Note 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 a 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 a 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 thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (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 except for the grant of a security interest in the crops and other farm products now or hereafter growing or grown on the Real Property made for operating financing that is made in compliance with the Loan Agreement;
- (b) Any lease of the Property, or portion thereof, with a term greater than one (1) year; or
- (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 (as defined in the Note). 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 Mortgagee's 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 Note or waive any right or remedy under this Mortgage or the Note without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

8.4 Milk Assignment. Except as permitted pursuant to the Loan Agreement, 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 or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's 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 and Mortgagor hereby grants to Mortgagee a security interest therein.
- 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 (3) 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 in 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. 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
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attention: Director

Mailing address of Mortgagor (Debtor):

DeWit Dairy
Anthony Neil DeWit (also known as Tony DeWit)
Julie Renee DeWit
Melinda Kathleen DeWit (also known as Melinda DeWit)
2011-A Bob Barton Highway
Wendell, ID 83355

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, franchise agreements, management contracts, construction contracts 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, 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 a 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; together with all of Mortgagor's right, title, and interest in and to all income, rents issues, royalties, receivables, 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 of 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; and
- (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. Although this Mortgage constitutes as an 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 revocable 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).

9.4.4 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, including, without limitation, 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 payments 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. Mortgagor shall deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products. Such assignments shall not be terminated or altered absent Mortgagee’s prior written consent.

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 satisfaction and filing fees shall be paid by Mortgagor.

11. DEFAULT

Any of the following shall constitute an event 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 bankruptcy laws or under any other applicable 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 Loan Agreement within ten (10) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within ten (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 ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (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.

12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default (and the lapse of any applicable cure period) 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 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, Mortgagee 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 apply 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 the 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 Note, the Loan Agreement, 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, Contract or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any Lease, contract or agreement subordinate to the lien of this Mortgage and extend or modify any Lease, Contract or agreement and make any new Leases, Contracts or agreements with respect to 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 ten (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. MISCELLANEOUS

- 13.1 Time of Essence. Time is of the essence of this Mortgage.
- 13.2 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.
- 13.3 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. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the real Property and shall apply to bind and move to the benefit of the successors and assigns of Mortgagor and Mortgagee.
- 13.4 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 Note), 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.
- 13.5 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.
- 13.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Mortgagee 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.
- 13.7 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.

- 13.8 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.
- 13.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Note shall not be affected thereby.
- 13.10 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.
- 13.11 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.
- 13.12 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.
- 13.13 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 Note 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.
- 13.14 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

- 13.15 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.
- 13.16 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.
- 13.17 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.

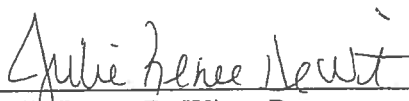
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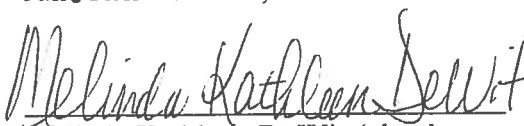
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

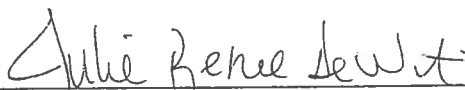
DEWIT DAIRY, an Idaho general partnership

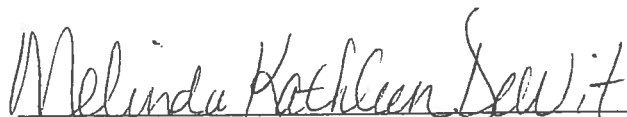
By: 
Anthony Neil DeWit (also known as Tony DeWit), a Partner

By: 
Julie Renee DeWit, a Partner

By: 
Melinda Kathleen DeWit (also known as Melinda DeWit), a Partner


ANTHONY NEIL DEWIT (also known as Tony DeWit)

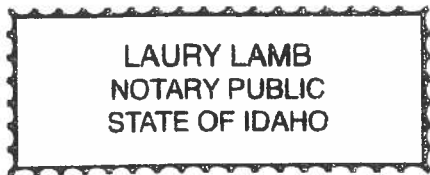

JULIE RENEE DEWIT


MELINDA KATHLEEN DEWIT (also known as Melinda DeWit)

ACKNOWLEDGMENTS

STATE OF IDAHO)
COUNTY OF Jerome)ss.

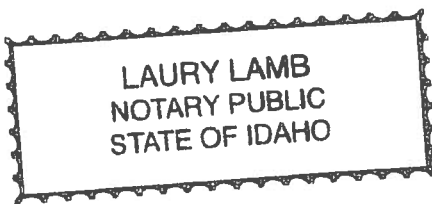
On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared ANTHONY NEIL DEWIT (also known as Tony DeWit), known or identified to me (or proved to me on the oath of Anthony Neil DeWit (also known as Tony DeWit)), to be one of the partners in the partnership of DeWit Dairy, and the 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: 4/2/2014

STATE OF IDAHO)
COUNTY OF Jerome)ss.

On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared JULIE RENEE DEWIT, known or identified to me (or proved to me on the oath of Julie Renee DeWit), to be one of the partners in the partnership of DeWit Dairy, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

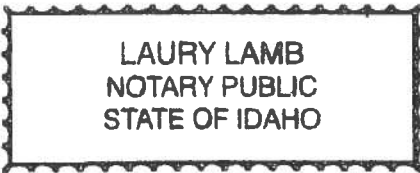


Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2014

ACKNOWLEDGMENTS

STATE OF IDAHO)
COUNTY OF Jerome)ss.

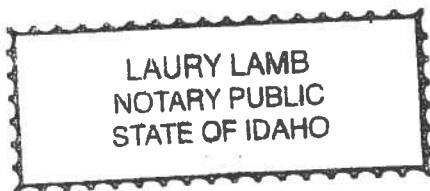
On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared MELINDA KATHLEEN DEWIT (also known as Melinda DeWit), known or identified to me (or proved to me on the oath of Melinda Kathleen DeWit (also known as Melinda DeWit)), to be one of the partners in the partnership of DeWit Dairy, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.



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

STATE OF IDAHO)
COUNTY OF Jerome)ss.

On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared ANTHONY NEIL DEWIT (also known as Tony DeWit), 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.

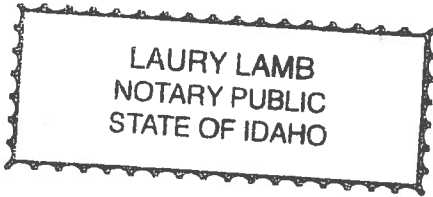


Laurie Lamb
Notary Public for Idaho
Printed Name: Laurie Lamb
Commission Expires: 4/2/2016

ACKNOWLEDGMENTS

STATE OF IDAHO)
COUNTY OF Jerome)ss.

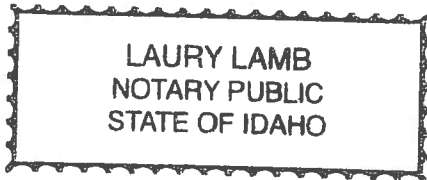
On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared JULIE RENEE DEWIT, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



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

STATE OF IDAHO)
COUNTY OF Jerome)ss.

On July 3, 2013, before me, the undersigned, a Notary Public, personally appeared MELINDA KATHLEEN DEWIT (also known as Melinda DeWit), 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.



Laury Lamb
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 Gooding County, Idaho:

TRACT I

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$;

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 22: SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 27: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPT THE FOLLOWING TRACTS:

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

Beginning at the Southwest corner of said tract;
Thence East along the South boundary line a distance of 1320 feet to the East
boundary line of said tract;
Thence North along the East boundary line 371 feet;
Thence West on a line parallel with the South boundary line 857 feet;
Thence Southwesterly 471 feet to the West boundary line of said tract;
Thence South along the West boundary line 181 feet to THE POINT OF
BEGINNING, as set forth in Deed dated September 7, 1954 and recorded
September 30, 1954 in Book 47 Deeds Page 151, records of Gooding County,
Idaho.

AND EXCEPT

Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence East along the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 450 feet;
Thence North parallel with the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 400 feet;
Thence West, 125 feet;
Thence North, 250 feet;
Thence West parallel with the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 325 feet to the West line
of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South along said West line, 650 feet to THE POINT OF BEGINNING.

AND EXCEPT

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

Beginning at the Northwest corner of Section 27 marked with a $\frac{1}{2}$ " (one-half inch)
steel pin and aluminum survey cap and being the TRUE POINT OF
BEGINNING;
Thence South 0°07'18" West 86.05 feet along the Westerly boundary of Section 27;
Thence South 79°57'13" East 138.78 feet along an existing fence;
Thence North 58°57'58" East 89.71 feet along said fence;
Thence South 87°22'14" East 189.17 feet along said fence;
Thence South 18°21'37" East 93.75 feet along said fence;
Thence South 78°55'54" East 304.13 feet along said fence;
Thence North 13°07'33" East 229.20 feet along said fence to the Northerly boundary
of Section 27;
Thence South 89°46'07" West 782.37 feet along the Northerly boundary for Section
27 to the TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence East along the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 450 feet;
Thence North parallel with the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 400 feet;
Thence West, 125 feet;
Thence North, 250 feet;
Thence West parallel with the South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 325 feet to the West line
of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South along said West line, 650 feet to THE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: A parcel of land located in the W½SW¼, described as follows:

Commencing at the Southwest section corner of Section 27;
Thence North 0°01'12" East, 125.00 feet along the Westerly boundary of
said Section 27 to THE REAL POINT OF BEGINNING;
Thence North 0°01'12" East, 1376.54 feet along the Westerly boundary of said
Section 27;
Thence North 67°06'55" East, 487.30 feet;
Thence South 89°56'11" East, 360.08 feet;
Thence South 0°03'03" West, 1691.81 feet to the Southerly boundary of said Section
27;
Thence North 89°55'00" West, 633.05 feet along the Southerly boundary of said
Section 27;
Thence North 0°01'12" East, 125.00 feet;
Thence North 89°55'00" West, 175.00 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: That part of the W½SW¼ described as follows:

Commencing at the Southwest corner of said Section 27, thence South 89°55'00" East
along the South boundary of Section 27, 808.05 feet to the TRUE POINT OF
BEGINNING;
Thence North 0°03'03" East, 1691.81 feet;
Thence South 89°56'11" East, 514.92 feet to a point on the East boundary of the
W½NW¼;
Thence South 0°03'03" West along the East boundary of the W½SW¼,
371.00 feet to the Southeast corner of the NW¼SW¼;

Thence South 0°03'03" West along the East boundary of the W½SW¼, 1320.99 feet
to the Southeast corner of the SW¼SW¼;
Thence North 89°55'00" West along the South boundary of the W½SW¼, 514.92 feet

to the TRUE POINT OF BEGINNING.

Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM a tract of land described as follows:

Beginning at the Northwest corner of said Section 34;
Thence South 0°02' East 695.0 feet along the West boundary of said Section 34;
Thence South 89°49' East, 315.0 feet;
Thence North 0°02' West, 695.0 feet to the North line of said Section 34;
Thence North 89°49' West, 315.0 feet to the POINT OF BEGINNING.

PARCEL NO. 6

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 23: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO 7

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM the South 295.2 feet of the West 295.2 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$.

PARCEL NO. 8

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 22: E $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 23: W $\frac{1}{2}$ SW $\frac{1}{4}$;

PARCEL NO. 9

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: S $\frac{1}{2}$ NW $\frac{1}{4}$

TRACT II

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 28: SE¼SW¼; EXCEPTING THEREFROM that portion deeded to Wendell Highway District by Warranty Deed recorded July 16, 2008 as Instrument Number 227128, Gooding County records described parcel of land:

Commencing at the South Quarter corner of Section 28, Township 8 South, Range 15 East Boise Meridian at Rex Leland Highway Project Station 47+17.68 and Bob Barton Highway Project Station 247+11.48 which bears South 00°35'42" East a distance of 5282.32 feet from the North quarter corner of said Section 28 at Rex Leland Highway Project Station 100+00 said South quarter corner being the REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and along the South boundary of said Section 28 on a bearing of North 89°11'30" West a distance of 1317.46 feet to the Southwest corner of the SE¼SW¼ Section 28 at Bob Barton Highway Project Station 233+94.02

Thence along the West Boundary of the said SE¼SW¼ on a bearing of North 00°37'36" East a distance of 30.00 feet to the new right of way boundary at Bob Barton Highway Project Station 233+93.93; 30 feet left;

Thence along the right of way boundary on a bearing of South 89°11'30" East a distance of 266.56 feet to Bob Barton highway Project Station 236+60.48, 30 feet left;

Thence along the right of way boundary on a bearing of North 85°04'09" East a distance of 200.00 feet to Bob Barton Highway Project Station 238+59.48; 50 feet left to a point of curvature on a curve to the left.

Thence along said curve to the left having a central angle of 90°12'48" a radius of 798.83 feet an arc length of 1257.77 feet, a tangent length of 801.81 feet and a long chord of 1131.82 feet on a bearing North 45°42'06" East to the point of tangency of said curve to the left at Rex Leland Project Station 55+69.68; 50 feet left;

Thence along the right of way boundary of the Rex Leland Highway on a bearing of North 00°35'42" East a distance of 470.16 feet to the North boundary of the SE¼SW¼, Section 28 at Rex Leland Project Station 60+39.83; 50 feet left;

Thence along said North boundary of the SE¼SW¼ on a bearing of South 89°16'58" East to the Northeast corner of said SE¼SW¼ at Rex Leland Highway project Station 60+39.74;

Thence along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ on a bearing of South 00°35'42"
West a distance of 1322.05 feet to the REAL POINT OF BEGINNING.

BASIS OF BEARINGS: The South Section line from the Southwest corner of Section 28 to the South Quarter corner of Section 28 all in T. 8 S., R. 15 E.B.M., Gooding County, Idaho, said Section line being on a bearing of North 89°11'30" East.

Section 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$; EXCEPTING THEREFROM the following described parcel of land:

Beginning at the North One-Quarter section corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner marked by a $\frac{1}{2}$ " rebar;
Thence South 00°00'27" West along the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 412.83 feet to a $\frac{1}{2}$ " rebar which shall be THE POINT OF BEGINNING;
Thence North 89°30'58" East for a distance of 344.89 feet to a $\frac{1}{2}$ " rebar;
Thence South 00°00'27" West for a distance of 312.72 feet to a $\frac{1}{2}$ " rebar;
Thence South 89°30'58" West for a distance of 344.89 feet to a $\frac{1}{2}$ " rebar on the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 00°00'27" East along said line for a distance of 312.72. feet to THE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of Section 33;
Thence North 89°54'22" West, 377.00 feet along the Northerly boundary of Section 33 to THE TRUE POINT OF BEGINNING;
Thence South 0°58'58" West, 1089.00 feet;
Thence North 89°54'22" West, 400.00 feet;
Thence North 0°58'58" East, 1089.00 feet to the Northerly boundary of Section 33;
Thence South 89°54'22" East, 400.00 feet along the Northerly boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of Section 33;
Thence North 89°54'22" West, 377.00 feet along the Northerly boundary of Section 33, to THE TRUE POINT OF BEGINNING;
Thence South 0°58'58" West, 1089.00 feet;
Thence North 89°54'22" West, 400.00 feet;
Thence North 0°58'58" East, 1089.00 feet to the Northerly boundary of Section 33;
Thence South 89°54'22" East, 400.00 feet along the Northerly boundary of the NE¼NE¼, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: A parcel of land located in the NW¼NW¼, described as follows:

Commencing at the Northwest corner of said Section 34;
Thence South 00°02'00" East along the West boundary of said Section 34 for a distance of 277.00 feet to THE TRUE POINT OF BEGINNING;
Thence South 89°52'00" East parallel with the North boundary of Section 34 for a distance of 315.00 feet;
Thence South 00°02'00" East parallel with the West boundary of Section 34 for a distance of 418.00 feet;
Thence North 89°52'00" West, measured (North 89°49' West recorded) parallel with the North boundary of Section 34 for a distance of 315.00 feet to a point on the West boundary of Section 34;
Thence North 00°02'00" West along the West boundary of Section 34 for a distance of 418.00 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the West boundary of the described parcel.

TRACT III

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN
GOODING COUNTY, IDAHO

Section 34: NE¼NW¼

**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

Idaho Dept. of Water Resources Water Right No.	Use	Source
36-10581	Stockwater/Domestic	Ground Water
36-8661	Stockwater/Commercial	Ground Water
36-8388	Stockwater/Commercial	Ground Water
36-8491	Stockwater/Commercial	Ground Water
36-2658	Irrigation	Ground Water
36-2488	Irrigation	Ground Water
36-4062	Irrigation	Ground Water
36-7714B	Irrigation	Ground Water
36-7714A	Irrigation	Ground Water
36-10777	Domestic	Ground Water
36-10779	Stockwater	Ground Water
36-10776	Stockwater/Domestic	Ground Water
36-10780	Domestic	Ground Water
36-10781	Domestic	Ground Water
36-10782	Domestic	Ground Water

Shares of Northside Canal Company Water Rights

<u>Number of Shares</u>	<u>Certificate No.</u>
54.975	19629
30.00	19893
40.00	20014
80.00	23494
30.00	24338
40.00	24466
3.00	24912
120.00	24913
397.975	Total Shares