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Department of Water Resources
Eastern Region

Form 42-248(6) 3/07

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).:

31-12100	31-11391	31-12190	31-11392	31-12020	31-12040	31-12042
31-11382	31-12062	31-11376	31-12060	31-11396	31-12064	31-12032
31-12034	31-12016	31-12018	31-12102	31-11372	31-12210	31-12211
31-12022	31-12026	31-12024	31-12030	21-13104	21-13106	31-12011
31-12013	31-12015	31-12017	31-12019	31-12039	31-12041	31-12043
31-12057	31-12059	31-12061	31-12063	31-12065	31-12033	31-12035
31-12037	31-12021	31-12023	31-12025	31-12027	31-12029	31-12031
31-2444	31-7047A	31-7047B	31-12208	31-2445	31-7048	31-12212
31-2443	~~31-7233A~~	31-7233B	31-12090	31-12096	31-11352	31-12094
31-12092	31-12188	31-12179	31-12184	31-12186	31-12089	31-12091
31-12093	31-12095	31-12097	31-11776			

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
   C/O AXA EQUITABLE AGRIFINANCE, LLC
   4333 EDGEWOOD ROAD NE
   CEDAR RAPIDS, IA 52499-5223
   ATTENTION: INVESTMENT OFFICER

4. Name of Water Right Owner/Claimant(s)
   BLF LAND, LLC

5. Expiration Date of Notification Period JANUARY 1, 2028

6. Is this a Renewal of Request for Notification? ☐ YES ■ NO

SUPPORT DATA
IN FILE # 21-13104

7. Signature(s) of Security Interest holder(s) (and title if applicable)

Stuart Noon
Investment Officer

For Office Use Only

Received by _____ Date 12/3/2012 Fee $1850.00
Receipted by _____ Date _____ Receipt No. E038222
Processed by _____ AJ Date _____ WR _____ Date _____

Instrument # 401506
RIGBY, JEFFERSON, IDAHO
11-29-2012 12:51:09 PM No. of Pages: 14
Recorded for: FIRST AMERICAN TITLE - RIGBY
CHRISTINE BOULTER Fee: $49.00
Ex-Officio Recorder Deputy: LK
Index To: MORTGAGE & FIXTURE FILING
Electronically Recorded by Simplifile

FIRST AMERICAN TITLE
429710-RI

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO:
AXA EQUITABLE AGRIFINANCE, LLC
4333 EDGEWOOD ROAD NE
MAIL STOP 5223
CEDAR RAPIDS, IOWA 52499-5223

Loan 60712255-cj

IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS INSTRUMENT IS INTENDED AS A MORTGAGE AND AS A FIXTURE FILING UNDER THE IDAHO UNIFORM COMMERCIAL CODE. THIS INSTRUMENT IS TO BE FILED AND INDEXED AS BOTH A MORTGAGE AND AS A FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of the 29 th day of Nov., 2012 is made between BLF LAND, LLC, whose state of organization is Idaho and whose chief executive office address is 2379 EAST 2300 NORTH, HAMER, ID 83425, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is TWELFTH FLOOR, 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of NINE MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($9,950,000.00) with interest, all as set forth in Mortgagor's certain Adjustable Interest Rate Promissory Note ("Note") of even date herewith maturing JANUARY 1, 2028.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, 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 Mortgagee all the property (the "Property") hereinafter described, to wit:

I. The following described real property ("Real Estate") located in FREMONT and JEFFERSON Counties, Idaho, to wit:

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

II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate, if any. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines, if any, are part of the Real Estate and will remain a part of the

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Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

III. All water rights represented by various permit numbers as indentified on Exhibit "B" attached hereto, which have been issued by the Idaho Department of Water Resources.

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) affecting said Real Estate; (4) Mortgagor's interest in all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, 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 Mortgagee herein); and (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 ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, to the extent of Mortgagor's interest therein, 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 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 and, 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; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) 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; (e) personal property of the same general kind or class as otherwise described in this paragraph

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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 or any lessee or sublessee of the Real Estate, including without limitation Circle C Ranch LLP, an Idaho limited liability partnership ("Circle C Ranch"), 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 or any such lessee or sublessee, including without limitation Circle C Ranch, 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 Mortgagee.

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

PROVIDED ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and places and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee 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 Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and this Mortgage, or either; (b) 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 Mortgagor'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 mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Property and improvements thereon 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 without the prior written consent of the Mortgagee; and (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to

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the Mortgagee 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; (e) to pay as and when due any lien, claim or charge against the Real Estate which might take precedence over the lien hereof, but nothing contained in this Mortgage shall require the early payment of any loan from Bank of America, N.A. to Mortgagor or the removal or termination of any lien or other encumbrance existing as of the date of this Mortgage in favor of Bank of America, N.A. with respect to the Property or any part thereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (i) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the federal Bankruptcy Code as now or hereafter in effect, or any successor thereto, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, 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; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate,

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such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD. The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable).

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to 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 and allowed to remain a lien for 30 day(s) EXCEPT a lien junior and inferior to this Mortgage may be placed on all or a part of said property in favor of N/A in a principal amount not to exceed ZERO DOLLARS ($0) to be placed of record not later than N/A.

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender 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.

SIXTH. Mortgagor shall not suffer any waste of 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 Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by the Mortgagee, including but not limited to attorney's 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 Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency 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 or any state, county or municipal environmental or health agency concerning its 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.

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SEVENTH. Mortgagor covenants and agrees to keep perfected and in good status any State of Idaho water permits or water company stock pertaining to water from all irrigation sources which is used in connection with the irrigation of the Real Estate. Mortgagor covenants and agrees to keep in good status any other existing or future water rights, licenses and/or permits which are used in connection with the irrigation of the Real Estate. Mortgagor agrees to complete appropriation and all other requirements necessary to obtain the issuance of a license for water permits issued to Mortgagor, in order that such water may legally be used and continue to be used for the irrigation of the Real Estate. Upon Mortgagor's failure to comply with the covenants and agreements set forth in this paragraph, Mortgagee, without prejudice to any other rights given herein, may at its option, either in its own name or in the name of Mortgagor, take any and all action necessary to protect and maintain the permits, licenses, water and water rights referred to herein. Mortgagor does hereby irrevocably constitute and appoint Mortgagee as Mortgagor's true and lawful agent and attorney with full power and authority, in the name of Mortgagor or otherwise, to take any and all action necessary to preserve and protect the permits, licenses, water and water rights referred to herein. Mortgagor covenants and agrees to promptly provide copies of all documents relating to such permitting and licensing process to Mortgagee.

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor and Mortgagee, and, cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all rights conferred upon secured parties by 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. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee, and agrees, if requested by Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Mortgagee. On demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of the Collateral in accordance with Mortgagee's rights and remedies in respect of the Real Estate pursuant to the provisions of this Mortgage in lieu of proceeding under the UCC. Mortgagor hereby warrants, represents and covenants that (a) the Collateral will be kept on or at the Real Estate described herein and Mortgagor will not remove the Collateral from the Real Estate without the prior written consent

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of Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief executive officer 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.

NINTH. It is understood and agreed that a material factor in inducing the Mortgagee to make this loan to the Mortgagor is the unique status of the agricultural industry and the expertise and financial strength of the Mortgagor. In the event the Mortgagor ceases to own the mortgaged property, the security for this loan is thereby deemed to be impaired. Consequently, in the event that all or any portion of the Real Estate is sold, contracted for sale, leased with the option to purchase, conveyed, alienated, transferred, or if the Mortgagor is a corporation, or a partnership, or a limited liability company more than forty-nine percent (49%) of either the corporation stock, partnership interests or member interests is sold, contracted for sale, conveyed, alienated, transferred, or otherwise disposed of, whether voluntary or involuntary, by operation of law or otherwise to persons other than owners at the date of this Mortgage and their heirs or, with respect to The Blaine & Connie Larsen Family Trust under Declaration of Trust dated May 29, 2009, as amended (the "Larsen Trust"), beneficiaries of the Larsen Trust or any one or more subtrusts created under the Larsen Trust, prior to the time the indebtedness secured hereby shall have been paid, then, at the option of the Mortgagee, the entire said indebtedness shall become due and payable and the Mortgagee may exercise any of its rights and remedies provided for in the Mortgage. The provisions of this paragraph shall not prohibit or invalidate any existing or future leases between Mortgagor, as the lessor, and Circle C Ranch, as the lessee, with respect to the Real Estate, and no such lease shall constitute a default by Mortgagor under this Mortgage. The foregoing notwithstanding, the Larsen Trust may be amended and restated and, as part of the estate planning of Blaine L. Larsen and Connie Larsen, units or membership interests of Borrower may be assigned to dynasty trusts, grantor retained annuity trusts or other trusts or estate planning entities, provided that each such trust or entity shall execute a guaranty of the Note in substantially the same form as the guaranty of the Note signed by Blaine Larsen Farms, Inc.

TENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

ELEVENTH. This Mortgage is being executed in duplicate to allow for simultaneous recordings in both Fremont and Jefferson counties, State of Idaho. This Mortgage covers real and personal property described herein located in two (2) counties in the State of Idaho (the "Total Property"). Because this Mortgage covers property located in more than one county in the State of Idaho, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Total Property may be held in any one or more of the counties where any part of the Total Property 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 of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Total Property is located. The Note may be collected as part of any foreclosure

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proceedings or in separate litigation, as determined by the Mortgagee in its sole and absolute discretion. To the extent permitted by law, Mortgagee shall have the full power to select the county or counties in which sale of the Total Property is to be made, and Mortgagee 's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Total Property to be made in any one of the counties in which part of the Total Property is located. The Total Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, 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 Mortgagee 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. Mortgagee shall have the right to determine the order in which any or all of the Total Property shall be subjected to the remedies provided in this Mortgage, 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 Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in 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 Total Property, 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.

TWELFTH. Provided there is no event of default under the loan documents, Mortgagee will release approximately twenty (20) acres located in the Northwest corner of Section 25 and the Northeast corner of Section 26, Township 8 North, Range 37 East, Fremont County, Idaho. This property will be released at no charge to the Mortgagor upon legal segregation from the remaining Real Estate (must not be a portion of a tax lot of the Property). Mortgagor must make this request in writing and provide a legal description and new tax lot information to Mortgagee. In connection with the written request for a partial release, Mortgagor must provide Mortgagee evidence satisfactory to Mortgagee, in its sole discretion, that a legal segregation of the release parcel from the remaining Real Estate has been completed.

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

BLF LAND, LLC, an Idaho limited liability company

By: X Blaine Larsen
BLAINE LARSEN, President/Manager

X Initials BLCL

STATE OF IDAHO)
) SS:
COUNTY OF Jefferson)

On this 28th day of Nov., 2012, personally appeared BLAINE LARSEN, known or identified to me to be the President/Manager of BLF LAND, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Mary K. Lusk
Notary Public for Idaho
Residing at Madison, ID
My commission expires 1/17/18

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401506

Exhibit "A"

Legal Description

JEFFERSON COUNTY:

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 3: W½, EXCEPTING THEREFROM: THE SOUTH 30 FEET OF THE SW¼; SE¼
SECTION 9: W½SE¼; NE¼SW¼; N½, EXCEPTING THEREFROM: NORTH 30 FEET OF THE NE¼.

ALSO: COMMENCING AT A POINT 500.82 FEET S. OF THE NE CORNER OF THE NW¼SW¼ OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO, AND RUNNING THENCE N. 500.82 FEET TO SAID NE CORNER; THENCE RUNNING W. 800 FEET; THENCE IN A SOUTHEASTERLY DIRECTION 986 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 10: E½; W½, EXCEPTING THEREFROM: THE NORTH 30 FEET OF THE NW¼

TOWNSHIP 7 NORTH, RANGE 38 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 6: N½

FREMONT COUNTY:

TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 25: W½; W½SE¼; ALL THAT PART OF THE W½NE¼ LYING SOUTH AND WEST OF 550 EAST STREET
SECTION 26: ALL
SECTION 27: E½; E½W½
SECTION 34: W½; NE¼.
SECTION 35: N½.
SECTION 36: ALL.

TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO
SECTION 20: SE¼
SECTION 21: S½
SECTION 22: N½
SECTION 29: N½
SECTION 31: GOVERNMENT LOTS 3 AND 4 (W½SW¼); E½SW¼; SE¼NW¼ AND GOVERNMENT LOT 2 (SW¼NW¼)

A 30 FOOT ACCESS EASEMENT IN ORDER TO TRAVEL TO THE NW¼ OF SECTION 22, FROM THE SE¼ OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 89°34'47" W. 21.06 FEET ALONG THE EAST - WEST CENTERLINE OF SECTION 21 FROM THE E¼ CORNER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., AND RUNNING THENCE N. 45°00'00" E. 29.45 FEET; THENCE S. 45°29'59" E. 30.00 FEET; THENCE S. 45°00'00" W. 30.12 FEET; THENCE N. 44°13'33" W. 30.00 FEET TO THE POINT OF BEGINNING.

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Exhibit "B"

Personal Property

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

1. Watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights;

2. All potato storage equipment and plenum pipe;

3. Fixtures, fences, buildings, barns, silos, tool and machinery sheds;

4. Permanent plantings, including fruit and nut-bearing trees and vines and timber standing or to be cut;

5. Permits and licenses used in the operation of the Real Estate, contract rights and general intangibles; and

6. Specific items of personal property as specifically described on the following pages and made a part hereof.

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WATER RIGHT SUMMARY - BLP Land, LLC Egbert Farm Unit

Homer, Idaho

Water Right #	Priority Date	CFS	AF	Acres	Twp	Rge	Location	Associations CFS	Associations AF	Associations CFM	Remarks
31-12100	3/18/1974	1.780	323.5	112.1	58N	37E	Sec. 34	0.016	3.5	9.00	Pivot 448
31-11381	7/15/1981	0.140	30.5	8.7	58N	37E	Sec. 34	0.020	3.5	9.00	
							120.8				
31-12189	3/18/1974	1.940	365.5	119.9	58N	37E	Sec. 34	0.020	3.5	9.00	Pivot 447
31-11382	3/22/1984	0.120	26.5	7.9	58N	37E	Sec. 34	0.020	3.5	9.00	
							128.0				
31-12029	12/26/1974	1.850	468.0	154.8	58N	37E	Sec. 27	0.012	3.0	5.84	Pivot 446
							154.8				
31-12040	4/18/1974	0.945	10.5	3.0	58N	37E	Sec. 26	0.015	3.5	5.83	Pivot 445
31-12045	4/18/1974	1.895	396.4	112.1	58N	37E	Sec. 27	0.015	3.5	5.83	
31-12042	1/13/1984	0.028	0.6	0.2	58N	37E	Sec. 26	0.021	3.5	9.25	
31-12043	1/29/1984	0.127	21.2	6.1	58N	37E	Sec. 27	0.021	3.5	9.25	
							121.4				
31-11382	4/1/1980	0.059	13.5	4.1	58N	37E	Sec. 34	0.015	3.4	5.58	Pivot 450
31-11382	4/1/1980	0.001	0.1	0.0	58N	37E	Sec. 35	0.015	3.4	5.58	
31-12882	12/23/1976	1.632	409.5	118.9	58N	37E	Sec. 34	0.026	3.5	7.33	
31-12883	12/23/1976	0.018	4.5	1.3	58N	37E	Sec. 35	0.016	3.5	7.33	
							127.3				
31-11378	7/21/1981	0.085	8.4	2.3	58N	37E	Sec. 26	0.015	3.6	6.92	Pivot 451
31-11378	7/21/1981	0.015	3.5	1.0	58N	37E	Sec. 27	0.015	3.6	6.92	
31-12880	12/23/1976	1.574	315.2	97.3	58N	37E	Sec. 26	0.026	3.2	7.26	
31-12880	12/23/1976	0.095	119.2	42.1	58N	37E	Sec. 27	0.016	3.3	7.26	
							161.7				
31-11386	7/29/1981	0.160	27.0	7.8	58N	37E	Sec. 26	0.021	3.5	9.23	Pivot 452
31-12884	11/29/1974	1.780	388.3	113.9	58N	37E	Sec. 26	0.015	3.5	5.84	
							121.6				
31-12882	11/29/1974	1.550	408.5	117.0	58N	37E	Sec. 34	0.013	3.5	5.96	Pivot 453
31-12884	3/25/1983	0.080	13.4	4.4	58N	37E	Sec. 34				
							121.4				
31-12810	6/11/1976	1.020	262.1	168.6	58N	37E	Sec. 26	0.019	3.5	8.46	Pivot 454
31-12818	7/15/1981	0.448	83.4	23.1	58N	37E	Sec. 26	0.013	3.6	8.97	
							192.7				
31-12102	3/11/1982	1.719	308.7	102.9	58N	37E	Sec. 26	0.020	3.5	9.09	Pivots 456, 495, 499
31-12302	3/11/1982				58N	37E	Sec. 26	0.020	3.5	9.09	
31-11372	6/07/1987	0.240	51.0	14.6	58N	37E	Sec. 25	0.020	3.5	9.09	
31-11372	6/5/1987	0.871	15.0	4.9	58N	37E	Sec. 36	0.020	3.5	9.09	
31-12210	3/11/1978	2.840	468.8	196.0	58N	37E	Sec. 25				
31-12211	3/13/1978				58N	37E	Sec. 26				
							361.5				
31-12822	1/13/1984	1.780	430.5	123.0	58N	34E	Sec. 28	0.014	3.5	5.44	Pivot 457
							123.0				
31-12828	7/22/1983	1.880	437.5	135.0	58N	34E	Sec. 28	0.013	3.5	6.77	Pivot 458
							135.0				
31-12824	2/22/1983	0.038	0.7	0.2	57N	37E	Sec. 1	0.014	3.5	6.30	Pivot 459
31-12824	2/22/1983	1.747	430.8	128.8	58N	37E	Sec. 26	0.014	3.5	6.30	
							129.0				

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31-12030	1/18/1984	2.800	488.8	123.8	08N	38E	Sec. 31	0.015	3.5	6.80	Pivot 460
							123.8				
21-13104	3/11/1982	1.600	288.5	118.5	07N	38E	Sec. 6	0.020	3.5	9.00	Pivot 461
21-13105	3/11/1982	1.600	365.5	118.5	07N	38E	Sec. 6	0.020	3.5	9.00	Pivot 462
							237.0				
31-12011	8/2/1977	0.330	60.3	20.1	08N	37E	Sec. 25	0.020	3.5	9.00	Pivots 464 & 465
31-12011	8/2/1977				08N	38E	Sec. 30	0.020	3.5	9.00	
31-12013	11/1/1977	0.200	36.1	12.5	08N	37E	Sec. 25	0.020	3.5	9.00	
31-12013	11/1/1977				08N	38E	Sec. 30	0.020	3.5	9.00	
31-12015	2/24/1977	0.170	31.5	10.5	08N	37E	Sec. 25	0.020	3.5	9.00	
31-12015	2/24/1977				08N	38E	Sec. 30	0.020	3.5	9.00	
31-12017	6/11/1976	0.210	38.9	14.4	08N	37E	Sec. 25	0.020	3.5	9.00	
31-12017	6/11/1976				08N	38E	Sec. 30	0.020	3.5	9.00	
31-12019	7/15/1981	0.030	5.6	1.6	08N	37E	Sec. 25	0.020	3.5	9.00	
31-12019	7/15/1981				08N	38E	Sec. 30	0.020	3.5	9.00	
							69.5				
31-12039	10/26/1944	0.185	32.3	9.2	08N	37E	Sec. 25	0.020	3.5	9.00	Pivot 466
31-12039	10/26/1944	0.315	55.2	15.8	08N	37E	Sec. 25	0.020	3.5	9.00	
31-12041	4/19/1974	0.155	27.0	7.7	08N	37E	Sec. 25	0.015	3.5	6.67	
31-12041	4/19/1974	0.195	46.1	13.2	08N	37E	Sec. 25	0.015	3.5	6.67	
31-12043	1/19/1984	0.407	1.6	0.4	08N	37E	Sec. 25	0.017	3.5	7.50	
31-12043	1/19/1984	0.033	4.2	0.8	08N	37E	Sec. 25	0.017	3.5	7.50	
							47.1				
31-12057	1/8/1973	0.380	45.9	13.0	08N	37E	Sec. 25	0.019	3.0	8.40	New Pivot 468
31-12059	1/8/1973	0.020	4.8	2.3	08N	37E	Sec. 25	0.015	3.5	6.52	
31-12061	12/23/1974	0.220	47.6	13.6	08N	37E	Sec. 25	0.015	3.5	7.28	
31-12063	12/23/1974	0.230	48.6	13.9	08N	37E	Sec. 25	0.015	3.5	6.80	
31-12065	11/23/1974	0.260	88.2	37.2	08N	37E	Sec. 25	0.014	3.5	6.22	
							61.8				
31-12033	11/23/1974	0.012	3.0	0.8	08N	37E	Sec. 25	0.014	3.5	6.47	New Pivot 467
31-12033	11/23/1974	0.238	53.0	15.2	08N	37E	Sec. 25	0.014	3.5	6.47	
31-12035	3/25/1983	0.001	0.1	0.0	08N	37E	Sec. 25	0.013	3.5	15.00	
31-12035	3/25/1983	0.029	2.0	0.6	08N	37E	Sec. 25	0.013	3.5	15.00	
31-12037	6/8/1970	0.015	3.1	1.0	08N	37E	Sec. 25	0.015	3.0	6.80	
31-12037	6/8/1970	0.275	54.5	18.2	08N	37E	Sec. 25	0.015	3.0	6.80	
							36.8				
31-12021	12/23/1974	0.130	33.0	11.0	08N	38E	Sec. 31	0.012	3.0	5.52	New Pivot 469
31-12023	1/18/1984	0.170	42.0	12.0	08N	38E	Sec. 31	0.014	3.5	6.30	
31-12025	2/22/1983	0.140	35.0	10.0	08N	38E	Sec. 31	0.014	3.5	6.30	
31-12027	2/22/1983	0.130	42.0	12.0	08N	38E	Sec. 31	0.015	3.5	6.79	
31-12029	6/8/1970	0.210	41.3	11.8	08N	38E	Sec. 31	0.018	3.5	8.01	
31-12031	1/18/1984	0.230	53.2	15.2	08N	38E	Sec. 31	0.015	3.5	6.81	
							72.6				

TOTAL WATER RIGHT ACREAGE 2,520.2

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WATER RIGHT SUMMARY - BLF Land, LLC Cornelison Farm Unit

Homer, Idaho

Water Right #	Priority Date	CFS	AF	Acres	Twn	Rng	Location	Amount/Acre CFS	Amount/Acre AF	Amount/Acre GPM	Remarks
31-2444	6/8/1965	8.300	1162.5	315.0	08N	37E	Sec. 9	0.020	3.5	9.00	Pivot 51 & 52
31-7047A	1/22/1971	0.468	77.0	22.0	08N	37E	Sec. 9	0.020	3.5	8.29	Pivot 51 & 52
31-7047B	1/22/1971	0.200	35.0	10.0	08N	37E	Sec. 9	0.020	3.5	9.00	Part Pivot 51
											347.0
31-12208	1/22/1971	2.240	424.9	121.4	08N	37E	Sec. 3	0.020	3.5	9.00	Pivot 57
											121.4
31-2445	3/14/1966	1.430	250.3	71.5	08N	37E	Sec. 3	0.020	3.5	8.00	Pivot 58
31-7048	1/22/1971	2.265	264.3	73.5	08N	37E	Sec. 3	0.031	2.5	13.87	Pivot 58
											145.0
31-2445	3/14/1966	1.430	250.3	73.5	08N	37E	Sec. 10	0.019	3.4	8.78	Pivot 55
31-7048	1/22/1971	2.265	264.3	76.5	08N	37E	Sec. 10	0.030	3.5	13.59	Pivot 55
											149.0
31-2443	3/14/1966	7.000	1225.0	350.0	08N	37E	Sec. 10	0.020	3.5	9.00	Pivot 53 & 54
											350.0
31-7259A	3/11/1977	1.270	258.0	86.0	08N	38E	Sec. 28	0.020	3.5	9.00	Pivot 8
31-7259B	3/11/1977	0.500	152.0	54.0	08N	38E	Sec. 28	0.020	3.5	9.00	
											140.0
31-12090	3/3/1977	2.160	357.0	119.0	08N	38E	Sec. 29	0.020	3.5	9.00	Pivot 8
											119.0
31-12086	1/28/1976	1.800	333.0	119.0	08N	38E	Sec. 20	0.020	3.5	9.00	Pivot 6
31-11952	5/6/1977	0.120	28.0	0.0	08N	38E	Sec. 20				
											119.0
31-12094	3/11/1977	1.940	360.0	123.0	08N	38E	Sec. 21	0.020	3.5	9.00	Pivot 6
31-12092	3/11/1977	1.820	357.0	123.0	08N	38E	Sec. 21	0.020	3.5	8.00	Pivot 7
											246.0
31-12196	1/24/1975	0.800	128.0	41.0	08N	38E	Sec. 22	0.020	3.5	9.00	
31-12179	1/24/1975	1.330	276.0	92.0	08N	38E	Sec. 22	0.020	3.5	9.00	Pivot 22
											133.0
31-12184	10/10/1973	0.930	199.9	123.0	08N	38E	Sec. 22	0.020	3.5	9.00	Pivot 33
31-12185	6/14/1974	1.340	186.8	123.0	08N	38E	Sec. 22	0.020	3.5	9.00	
											123.0
31-12089	3/3/1977	0.200	36.0	12.0	07N	37E	Sec. 3	0.020	3.0	9.00	Pivot 469
31-12091	3/3/1977	0.270	46.0	16.0	07N	37E	Sec. 3				
31-12093	3/11/1977	0.290	63.0	21.0	07N	37E	Sec. 3				
31-12095	3/11/1977	0.280	51.0	17.0	07N	37E	Sec. 3				
31-12097	1/28/1976	0.400	75.0	25.0	07N	37E	Sec. 3				
31-11778	1/12/1976	0.690	94.9	31.5	07N	37E	Sec. 3	0.020	3.0	9.00	
											121.5
TOTAL WATER RIGHT ACREAGE											2,199.9

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