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).: see attached list

   Adjudication Claim No(s).: _____

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

   B) A **FEE** of **$25.00 per water right** or adjudication claim.

RECEIVED
OCT 04 2012
Department of Water Resources
Eastern Region

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

   RABO AGRIFINANCE, INC.
   12443 OLIVE BLVD., SUITE 50
   ST. LOUIS, MO 63141

4. Name of Water Right Owner/Claimant(s) Walker Land & Cattle, LLC

5. Expiration Date of Notification Period 7/01/2019

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

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

   Judy Cochran, Assistant Vice-President

For Office Use Only

Received by JB Date 10/4/2012 Fee $925.00
Receipted by JB Date 10/4/2012 Receipt No. E0380 75
Processed by AJ Date _____ WR JB Date 10/12/2012

SUPPORT DATA
IN FILE # 31-2365A

LIST OF WATER RIGHTS

35-13314, 35-2619, 35-12350, 31-7228, 31-7229, 31-7227, 31-7226, 31-7132, 31-7133, 31-7134, 31-7135, 31-2365A, 31-7137, 31-7138, 31-7093, 31-7136, 31-10699, 31-2365B, 31-7565, 31-2435, 31-2427C, 31-2437, 31-10275, 31-2387, 31-4053, 31-4054, 31-4055, ~~31-11684,~~ 35-2743, ~~35-8037A,~~ 35-7009, 35-7157, 35-7222, 35-7037, 35-7062, 35-2905, 35-7289

Split into 35-13870, 35-14130 & 35-14131 (None in the name of Walker Land & Cattle)

Split into 35-13437 & 35-13438 (35-13438 Walker Land & Cattle)

31-11684 Bunker Hill Farms Place of Use not covered by legal.

BONNEVILLE COUNTY RECORDER

1221458 APR24'06 PM 3 11

INSTRUMENT NO. 1221458
DATE 4-24-06
INST. CODE 350
IMAGED PGS 26
FEE 98.00
STATE OF IDAHO) ss
COUNTY OF BONNEVILLE)
I hereby certify that the within instrument was recorded.
Ronald Longmore, County Recorder
By M Heeling
Deputy
Request of ATEC

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY, SUITE 400
STOCKTON, CA 95219

F-412657.00
F-412350.00
F-412350.02
Loan No. F-412350.03
F-412350.04

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 11th day of APRIL, 2006 is made between WALKER LAND & CATTLE, LLC, an Idaho limited liability company, ROLAND L. WALKER, a/k/a VON WALKER and DOROTHY M. WALKER whose chief executive office or principal residence is whose address is 638 NORTH 3500 EAST, MENAN, IDAHO 83434, hereinafter called "Mortgagor," and RABOBANK, N.A., whose address is 1498 MAIN STREET, EL CENTRO, CALIFORNIA 92243, hereinafter collectively called "Mortgagee."

This Mortgage is executed in duplicate each of which is deemed to be an original intended for simultaneous recording in the counties of BONNEVILLE, FREMONT and JEFFERSON, but such parts together constitute but one and the same instrument.

WHEREAS, the Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson are justly indebted to the Mortgagee in the sum of THIRTEEN MILLION TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($13,241,515.00) with interest, all as set forth in those certain Promissory Notes (collectively and individually, "Note") of even date herewith as follows:

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) of even date herewith maturing APRIL 1, 2007.

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an

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303051290-UW
Alliance Title & Escrow Corp.
451 Park Ave. P.O. Box 50642
Idaho Falls, ID 83405-0642

Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($1,341,515.00) of even date herewith maturing JANUARY 1, 2021.

That certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) dated December 14, 2004 maturing JULY 1, 2019.

And that certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($4,400,000.00) dated December 14, 2004 maturing JULY 1, 2019.

In Addition, this instrument further and also secures the following:

(a) all sums advanced or paid by Mortgagee on account of the failure of Mortgagor to comply with the terms or covenants of this Mortgage or other documents signed by the Mortgagor;

(b) all future loans and advances and all future renewals of loans which Mortgagee may make to Mortgagor or to the maker identified in any Note, if different from the Mortgagor; and

(c) all other debts, obligations and liabilities of every kind and character of Mortgagor or the maker of any Note, whether one or more, now existing, whether or not explicitly referred to, arising in the future in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and all renewals or extensions; provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes;

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 BONNEVILLE, FREMONT and JEFFERSON Counties, Idaho, to wit:

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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 property. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

III. Certificates numbered 1572, 1573 and 1627 representing 290 shares of the capital stock of Mud Lake Water Users, Inc.; 265.6 shares of the capital stock of Rigby Canal Company; and 20 shares of the capital stock of Enterprise Canal Company and the water rights represented thereby.

IV. All water rights represented by Decree Nos. 35-13314, 35-2619, 35-12350, 31-7228, 31-7229, 31-7227, 31-7226, 31-7132, 31-7133, 31-7134, 31-7135, 31-2365A, 31-7137, 31-7138, 31-7093, 31-7136, 31-10699, 31-2365B, 31-7565, 31-2435, 31-2427C, 31-2437, 31-10275, 31-2387, 31-4053, 31-4054, 31-4055, 31-11684, 35-2743, 35-8037A, 35-7009, 35-7157, 35-7222, 35-4021, 35-7037, 35-7062, 35-2905, 35-7289 and License Nos. 35-13438, 35-13440, 35-7563, 35-8849 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) 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, 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, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers,

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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 which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a 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, determine 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 each 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)

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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 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 any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (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 any Note or in the performance of any of the covenants or agreements herein or in any 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

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

THIRD. The following schedules are annexed hereto and made a part hereof: Exhibit "A" Legal Description and Exhibit "B" Personal Property.

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

Initials _____

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.

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

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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 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 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.

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. Mortgagor, its successors and assigns and each of them, represent and warrant that either:

(a) The Property does not contain and will not be cultivated to grow any variety of perennial crops, or plants, vines, trees, nuts and/or fruit that produce crops in more than one crop year (hereinafter "Permanent Plantings") that is or may be subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the holder of any such intellectual property rights (all of the foregoing being hereinafter referred to as "IP Rights"); or

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and

Initials CKE

warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

Initials

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

In presence of:

Walker Land & Cattle, LLC, an Idaho limited liability company

By: _____
Roland L. Walker, a/k/a Von Walker, its Member

By: _____
Roland N. Walker, its Member

By: _____
Blair M. Walker, its Member

By: _____
Keith T. Walker, its Member

By: _____
Lorin V. Walker, its Member

By: _____
Blair G. Erickson, its Member

By: _____
Dorothy M. Walker, its Member

By: _____
Sally Walker, its Member

By: _____
Debbie Walker, its Member

By: _____
Allyson K. Walker, its Member

By: _____
Vikki S. Walker, a/k/a Vickie S. Walker, its Member

By: _____
Celia Erickson, its Member

_____
Roland L. Walker, a/k/a Von Walker

_____
Dorothy M. Walker

Initials _____

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland L. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland N. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Ruth T. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Lorin V. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair G. Erickson known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Dorothy M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Sally Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Debbie Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Allysm K. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Vikki S. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Celia. Erickson known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

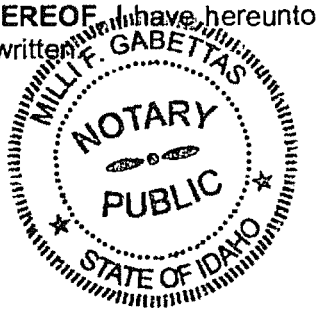
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Roland L. Walker known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)



Notary Public for Idaho
Residing at Residing in Idaho Falls, Idaho
My commission expires Commission Expires 03-19-2010

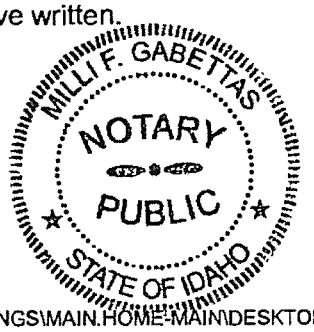
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Dorothy M. Walker known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)



Notary Public for Idaho
Residing at Residing in Idaho Falls, Idaho
My commission expires Commission Expires 03-19-2010

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Initials CKE

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 4:

Section 8, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
North Half (N1/2)

Excepting Therefrom: That certain property deeded to Bonneville County for roadway purposes recorded on June 22, 1964 in Book 156 of Deeds at Page 545.

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Initials CKE

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Initials

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

Initials CKE RLE RLW RLW

thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Initials CKE

Section 23: East Half; East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way; Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line, said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet, and North 86°52' East 104 feet to the West line of Old State Highway #191, and in a Southeasterly direction along Old State Highway #191, 875 feet from the Northwest corner of said Section, said line being an existing fence line; thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet; thence North 32°05' West 127.3 feet; thence South 57°55' West 40.00 feet; thence North 32°05' West 222.7 feet; thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning; thence South 57°55' West 117 feet; thence South 32°05' East 98 feet; thence North 57°55' East 117 feet; thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet; thence South 58°32'34" West for a distance of 300.00 feet; thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Initials

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Tract 17:

Township 6 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 2: Lots 3 and 4 (which is approximate North Half Northwest Quarter) West Half Southwest Quarter East Half Southwest Quarter South Half Northwest Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Northwest Quarter of Section 2, thence South 690 feet; thence Northwest 45 degrees at 976 feet; thence East 690 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southwest Quarter of Section 2, thence North approximately 640 feet; thence Southeast at 45 degrees 905 feet; thence West 640 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southwest Quarter of Section 2; thence South approximately 630 feet; thence Northeast 45 degrees 890 feet; thence West 630 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southwest Quarter of Section 2; thence West approximately 590 feet; thence Southeast 45 degrees 834 feet; thence North 590 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Northwest Quarter of Section 2, thence North 680 feet; thence Southeast at an angle 894 feet to a point which is 580 feet East of the point of beginning; thence West 580 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southeast Corner of the Northwest Quarter of Section 2; thence North 615 feet; thence Southwest 45 degrees 870 feet; thence .East 615 feet to the point of beginning.

Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho. Section 35: Southeast Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southeast Quarter of Section 35; thence West 625 feet; thence Southeast 45 degrees 884 feet; thence North 625 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southeast Quarter of Section 35; thence East 630 feet; thence Southwest 45 degrees 891 feet; thence North 630 feet to the point of beginning.

Initials CKE

ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southeast Quarter of Section 35, thence North 630 feet; thence Southeast 45 degrees 891 feet; thence West 630 feet to the point of beginning.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest corner of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 20:

Township 7 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 36: Beginning at the Southwest corner of the Southwest Quarter of said Section 36; thence North 160 feet; thence East 620 feet; thence South 160 feet; thence West 620 feet to the point of beginning.

Tract 21:

Initials CKE

Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho, lying South of the Twin Buttes Highway Right of Way.

> EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide, parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence East 750 feet; thence North 750 feet; thence West 750 feet; thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°32'04" East 400.0 feet; thence North 0°00'40" West 1013.93 feet, more or less, to the Southerly right of way line of a highway; thence North 77°43'00" West along said right of way line 409.39 feet; thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723, records of Bonneville County, Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Initials _____

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northeast Quarter Northeast Quarter; South Half North Half; North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Commencing at the Northeast corner of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet, more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter; Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

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376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.

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Exhibit "B"

Personal Property

No Additional Specific Personal Property

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ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

30305 12900
501878

Microfilm No. 25 Day Apr 20 06
At 11:11 O'Clock A M
ABBIE MACE
FREMONT CO RECORDER
Fee $ 18.00 Deputy
Recorded at Request of
ALLIANCE TITLE & ESCROW

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY, SUITE 400
STOCKTON, CA 95219

F-412657.00
F-412350.00

Loan No. F-412350.03
F-412350.04
F-412350.02

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 11th day of APRIL, 2006 is made between WALKER LAND & CATTLE, LLC, an Idaho limited liability company, ROLAND L. WALKER, a/k/a VON WALKER and DOROTHY M. WALKER whose chief executive office or principal residence is whose address is 638 NORTH 3500 EAST, MENAN, IDAHO 83434, hereinafter called "Mortgagor," and RABOBANK, N.A., whose address is 1498 MAIN STREET, EL CENTRO, CALIFORNIA 92243, hereinafter collectively called "Mortgagee."

This Mortgage is executed in duplicate each of which is deemed to be an original intended for simultaneous recording in the counties of BONNEVILLE, FREMONT and JEFFERSON, but such parts together constitute but one and the same instrument.

WHEREAS, the Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson are justly indebted to the Mortgagee in the sum of THIRTEEN MILLION TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($13,241,515.00) with interest, all as set forth in those certain Promissory Notes (collectively and individually, "Note") of even date herewith as follows:

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) of even date herewith maturing APRIL 1, 2007.

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an

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Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($1,341,515.00) of even date herewith maturing JANUARY 1, 2021.

That certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) dated December 14, 2004 maturing JULY 1, 2019.

And that certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($4,400,000.00) dated December 14, 2004 maturing JULY 1, 2019.

In Addition, this instrument further and also secures the following:

(a) all sums advanced or paid by Mortgagee on account of the failure of Mortgagor to comply with the terms or covenants of this Mortgage or other documents signed by the Mortgagor;

(b) all future loans and advances and all future renewals of loans which Mortgagee may make to Mortgagor or to the maker identified in any Note, if different from the Mortgagor; and

(c) all other debts, obligations and liabilities of every kind and character of Mortgagor or the maker of any Note, whether one or more, now existing, whether or not explicitly referred to, arising in the future in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and all renewals or extensions; provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes;

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 BONNEVILLE, FREMONT and JEFFERSON Counties, Idaho, to wit:

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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 property. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

III. Certificates numbered 1572, 1573 and 1627 representing 290 shares of the capital stock of Mud Lake Water Users, Inc.; 265.6 shares of the capital stock of Rigby Canal Company; and 20 shares of the capital stock of Enterprise Canal Company and the water rights represented thereby.

IV. All water rights represented by Decree Nos. 35-13314, 35-2619, 35-12350, 31-7228, 31-7229, 31-7227, 31-7226, 31-7132, 31-7133, 31-7134, 31-7135, 31-2365A, 31-7137, 31-7138, 31-7093, 31-7136, 31-10699, 31-2365B, 31-7565, 31-2435, 31-2427C, 31-2437, 31-10275, 31-2387, 31-4053, 31-4054, 31-4055, 31-11684, 35-2743, 35-8037A, 35-7009, 35-7157, 35-7222, 35-4021, 35-7037, 35-7062, 35-2905, 35-7289 and License Nos. 35-13438, 35-13440, 35-7563, 35-8849 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) 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, 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, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers,

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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 which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a 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, determine 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 each 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)

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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 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 any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (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 any Note or in the performance of any of the covenants or agreements herein or in any 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

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

THIRD. The following schedules are annexed hereto and made a part hereof: Exhibit "A" Legal Description and Exhibit "B" Personal Property.

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

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United States Environmental Protection Agency or any state, county or municipal environmental or health agency conceming 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.

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

Initials CKE

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 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 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.

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. Mortgagor, its successors and assigns and each of them, represent and warrant that either:

(a) The Property does not contain and will not be cultivated to grow any variety of perennial crops, or plants, vines, trees, nuts and/or fruit that produce crops in more than one crop year (hereinafter "Permanent Plantings") that is or may be subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the holder of any such intellectual property rights (all of the foregoing being hereinafter referred to as "IP Rights"); or

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and

Initials

warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

Initials

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

In presence of:

Walker Land & Cattle, LLC, an Idaho limited liability company

By: _____
Roland L. Walker, a/k/a Von Walker, its Member

By: _____
Roland N. Walker, its Member

By: _____
Blair M. Walker, its Member

By: _____
Keith T. Walker, its Member

By: _____
Lorin V. Walker, its Member

By: _____
Blair G. Erickson, its Member

_____
Roland L. Walker, a/k/a Von Walker

By: _____
Dorothy M. Walker, its Member

By: _____
Sally Walker, its Member

By: _____
Debbie Walker, its Member

By: _____
Allyson K. Walker, its Member

By: _____
Vikki S. Walker, a/k/a Vickie S. Walker, its Member

By: _____
Celia Erickson, its Member

_____
Dorothy M. Walker

Initials _____

501878

State of Idaho }
}ss.
County of Bonneville }

On this 18 day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland L. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18 day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland N. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18 day of April, 2006, before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

501878

State of Idaho }
}ss.
County of Bonneville }

On this 18 day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Keith T. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Lorin V. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair G. Erickson known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

501878

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Dorothy M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Sally Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Debbie Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

501878

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Allysn K. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Vikki S. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Celia Erickson known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

501878

(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Roland L. Walker known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)

MICHELLE F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Residing in Idaho Falls, Idaho
My commission expires Commission Expires 03-19-2010

(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Dorothy M. Walker known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)

MICHELLE F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at
My commission expires
Residing in Idaho Falls, Idaho
Commission Expires 03-19-2010

W1013Q RVSD 12-18-03
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Initials CKE

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 4:

Section 8, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
North Half (N1/2)

Excepting Therefrom: That certain property deeded to Bonneville County for roadway purposes recorded on June 22, 1964 in Book 156 of Deeds at Page 545.

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Initials CKE

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Initials CKF RLW

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

Initials

thence South 89°36'50" West 3.85 feet to the Southeast comèr of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Initials

Section 23: East Half; East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way; Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line, said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet, and North 86°52' East 104 feet to the West line of Old State Highway #191, and in a Southeasterly direction along Old State Highway #191, 875 feet from the Northwest corner of said Section, said line being an existing fence line; thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet; thence North 32°05' West 127.3 feet; thence South 57°55' West 40.00 feet; thence North 32°05' West 222.7 feet; thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning; thence South 57°55' West 117 feet; thence South 32°05' East 98 feet; thence North 57°55' East 117 feet; thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet; thence South 58°32'34" West for a distance of 300.00 feet; thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Initials

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Tract 17:

Township 6 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 2: Lots 3 and 4 (which is approximate North Half Northwest Quarter) West Half Southwest Quarter East Half Southwest Quarter South Half Northwest Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Northwest Quarter of Section 2, thence South 690 feet; thence Northwest 45 degrees at 976 feet; thence East 690 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southwest Quarter of Section 2, thence North approximately 640 feet; thence Southeast at 45 degrees 905 feet; thence West 640 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southwest Quarter of Section 2; thence South approximately 630 feet; thence Northeast 45 degrees 890 feet; thence West 630 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southwest Quarter of Section 2; thence West approximately 590 feet; thence Southeast 45 degrees 834 feet; thence North 590 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Northwest Quarter of Section 2, thence North 680 feet; thence Southeast at an angle 894 feet to a point which is 580 feet East of the point of beginning; thence West 580 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southeast Corner of the Northwest Quarter of Section 2; thence North 615 feet; thence Southwest 45 degrees 870 feet; thence .East 615 feet to the point of beginning.

Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho. Section 35: Southeast Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southeast Quarter of Section 35; thence West 625 feet; thence Southeast 45 degrees 884 feet; thence North 625 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southeast Quarter of Section 35; thence East 630 feet; thence Southwest 45 degrees 891 feet; thence North 630 feet to the point of beginning.

Initials CKE

ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southeast Quarter of Section 35, thence North 630 feet; thence Southeast 45 degrees 891 feet; thence West 630 feet to the point of beginning.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest corner of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 20:

Township 7 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 36: Beginning at the Southwest corner of the Southwest Quarter of said Section 36; thence North 160 feet; thence East 620 feet; thence South 160 feet; thence West 620 feet to the point of beginning.

Tract 21:

Initials

Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho, lying South of the Twin Buttes Highway Right of Way.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide, parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence East 750 feet; thence North 750 feet; thence West 750 feet; thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°32'04" East 400.0 feet; thence North 0°00'40" West 1013.93 feet, more or less, to the Southerly right of way line of a highway; thence North 77°43'00" West along said right of way line 409.39 feet; thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723, records of Bonneville County, Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Initials CKE RLW

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northeast Quarter Northeast Quarter; South Half North Half; North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Commencing at the Northeast corner of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet, more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast comer and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter; Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

Initials

376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.

Initials CKE

501878

Exhibit "B"

Personal Property

No Additional Specific Personal Property

Initials

348052

Instrument # 348052
RIGBY, JEFFERSON, IDAHO
2006-04-25 10:52:00 No. of Pages: 26
Recorded for : ALLIANCE TITLE & ESCROW
CHRISTINE BOULTER Fee: 78.00
Ex-Officio Recorder Deputy
Index to: MORTGAGE

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY, SUITE 400
STOCKTON, CA 95219

Title #: 30600168 14KB
ALLIANCE TITLE & ESCROW CORP.
Escrow #: 30305129 00-b

Loan No. F-412350.03
F-412350.04
F-412350.02
F-412350.00
F-412657.00

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 11th day of APRIL, 2006 is made between WALKER LAND & CATTLE, LLC, an Idaho limited liability company, ROLAND L. WALKER, a/k/a VON WALKER and DOROTHY M. WALKER whose chief executive office or principal residence is whose address is 638 NORTH 3500 EAST, MENAN, IDAHO 83434, hereinafter called "Mortgagor," and RABOBANK, N.A., whose address is 1498 MAIN STREET, EL CENTRO, CALIFORNIA 92243, hereinafter collectively called "Mortgagee."

This Mortgage is executed in duplicate each of which is deemed to be an original intended for simultaneous recording in the counties of BONNEVILLE, FREMONT and JEFFERSON, but such parts together constitute but one and the same instrument.

WHEREAS, the Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson are justly indebted to the Mortgagee in the sum of THIRTEEN MILLION TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($13,241,515.00) with interest, all as set forth in those certain Promissory Notes (collectively and individually, "Note") of even date herewith as follows:

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) of even date herewith maturing APRIL 1, 2007.

That certain Promissory Note from Mortgagor and Walker Produce Co., Inc., an

Initials

Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the amount of ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($1,341,515.00) of even date herewith maturing JANUARY 1, 2021.

That certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) dated December 14, 2004 maturing JULY 1, 2019.

And that certain Promissory Note from Mortgagor and Walker Produce Company, Inc., an Idaho corporation, Roland N. Walker, Sally Walker, Blair M. Walker, Debbie Walker, Lorin V. Walker, Vikki S. Walker, a/k/a Vickie S. Walker, Keith T. Walker, Allyson K. Walker, Blair G. Erickson, Ceila Erickson in the original amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($4,400,000.00) dated December 14, 2004 maturing JULY 1, 2019.

In Addition, this instrument further and also secures the following:

(a) all sums advanced or paid by Mortgagee on account of the failure of Mortgagor to comply with the terms or covenants of this Mortgage or other documents signed by the Mortgagor;

(b) all future loans and advances and all future renewals of loans which Mortgagee may make to Mortgagor or to the maker identified in any Note, if different from the Mortgagor; and

(c) all other debts, obligations and liabilities of every kind and character of Mortgagor or the maker of any Note, whether one or more, now existing, whether or not explicitly referred to, arising in the future in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and all renewals or extensions; provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes;

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 BONNEVILLE, FREMONT and JEFFERSON Counties, Idaho, to wit:

Initials

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 property. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

III. Certificates numbered 1572, 1573 and 1627 representing 290 shares of the capital stock of Mud Lake Water Users, Inc.; 265.6 shares of the capital stock of Rigby Canal Company; and 20 shares of the capital stock of Enterprise Canal Company and the water rights represented thereby.

IV. All water rights represented by Decree Nos. 35-13314, 35-2619, 35-12350, 31-7228, 31-7229, 31-7227, 31-7226, 31-7132, 31-7133, 31-7134, 31-7135, 31-2365A, 31-7137, 31-7138, 31-7093, 31-7136, 31-10699, 31-2365B, 31-7565, 31-2435, 31-2427C, 31-2437, 31-10275, 31-2387, 31-4053, 31-4054, 31-4055, 31-11684, 35-2743, 35-8037A, 35-7009, 35-7157, 35-7222, 35-4021, 35-7037, 35-7062, 35-2905, 35-7289 and License Nos. 35-13438, 35-13440, 35-7563, 35-8849 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) 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, 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, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers,

Initials _____

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 which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a 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, determine 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 each 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)

Initials BHE CKE

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 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 any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (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 any Note or in the performance of any of the covenants or agreements herein or in any 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

Initials CKE ZKE

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

THIRD. The following schedules are annexed hereto and made a part hereof: Exhibit "A" Legal Description and Exhibit "B" Personal Property.

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

Initials _____

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.

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

Initials _____

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 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 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.

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. Mortgagor, its successors and assigns and each of them, represent and warrant that either:

(a) The Property does not contain and will not be cultivated to grow any variety of perennial crops, or plants, vines, trees, nuts and/or fruit that produce crops in more than one crop year (hereinafter "Permanent Plantings") that is or may be subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the holder of any such intellectual property rights (all of the foregoing being hereinafter referred to as "IP Rights"); or

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and

Initials _____

warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

Initials

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

In presence of:

Walker Land & Cattle, LLC, an Idaho limited liability company

By: _____
Roland L. Walker, a/k/a Von Walker, its Member

By: _____
Roland N. Walker, its Member

By: _____
Blair M. Walker, its Member

By: _____
Keith T. Walker, its Member

By: _____
Lorin V. Walker, its Member

By: _____
Blair G. Erickson, its Member

By: _____
Dorothy M. Walker, its Member

By: _____
Sally Walker, its Member

By: _____
Debbie Walker, its Member

By: _____
Allyson K. Walker, its Member

By: _____
Vikki S. Walker, a/k/a Vickie S. Walker, its Member

By: _____
Celia Erickson, its Member

_____
Roland L. Walker, a/k/a Von Walker

_____
Dorothy M. Walker

Initials _____

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland L. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Roland N. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Keith T. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Lorin V. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Blair B. Bricksn known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Dorothy M. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Sally Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Debbie Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Allysm K. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Dirks. Walker known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

State of Idaho }
}ss.
County of Bonneville }

On this 18th day of April,2006 , before me, Milli F. Gabettas, a Notary Public in and for said state, personally appeared Celia Erickson known or identified to me to be the Managing Member in the Limited Liability Company known as Walker Land and Cattle, LLC and who executed the foregoing instrument, and acknowledged to me that She executed the same in said LLC name.

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

MILLI F. GABETTAS NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 03-19-2010

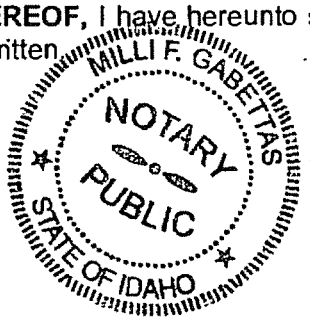
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Roland L. Walker, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)



Notary Public for Idaho
Residing at _____
My commission expires Residing in Idaho Falls, Idaho
Commission Expires 03-19-2010

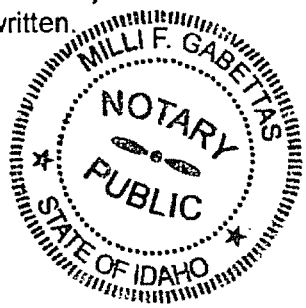
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
) SS:
COUNTY OF Bonneville)

On this 18th day of April 2006, before me, the undersigned Notary Public in and for said state, personally appeared Dorothy M. Walker, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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)



Notary Public for Idaho
Residing at _____
My commission expires _____
Residing in Idaho Falls, Idaho
Commission Expires 03-19-2010

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Initials _____

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 4:

Section 8, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
North Half (N1/2)

Excepting Therefrom: That certain property deeded to Bonneville County for roadway purposes recorded on June 22, 1964 in Book 156 of Deeds at Page 545.

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Initials CKE

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast comer and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Initials CKE

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

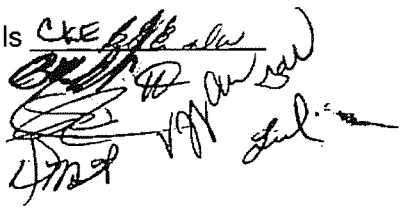
Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

Initials 

thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Initials _____

Section 23: East Half; East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way; Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line, said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet, and North 86°52' East 104 feet to the West line of Old State Highway #191, and in a Southeasterly direction along Old State Highway #191, 875 feet from the Northwest corner of said Section, said line being an existing fence line; thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet; thence North 32°05' West 127.3 feet; thence South 57°55' West 40.00 feet; thence North 32°05' West 222.7 feet; thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning; thence South 57°55' West 117 feet; thence South 32°05' East 98 feet; thence North 57°55' East 117 feet; thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet; thence South 58°32'34" West for a distance of 300.00 feet; thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Initials CKG

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Tract 17:

Township 6 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 2: Lots 3 and 4 (which is approximate North Half Northwest Quarter);West Half Southwest Quarter,East Half Southwest Quarter,South Half Northwest Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Northwest Quarter of Section 2, thence South 690 feet; thence Northwest 45 degrees at 976 feet; thence East 690 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southwest Quarter of Section 2, thence North approximately 640 feet; thence Southeast at 45 degrees 905 feet; thence West 640 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southwest Quarter of Section 2; thence South approximately 630 feet; thence Northeast 45 degrees 890 feet; thence West 630 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southwest Quarter of Section 2; thence West approximately 590 feet; thence Southeast 45 degrees 834 feet; thence North 590 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Northwest Quarter of Section 2, thence North 680 feet; thence Southeast at an angle 894 feet to a point which is 580 feet East of the point of beginning; thence West 580 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Southeast Corner of the Northwest Quarter of Section 2; thence North 615 feet; thence Southwest 45 degrees 870 feet; thence .East 615 feet to the point of beginning.

Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho. Section 35: Southeast Quarter
EXCEPTING THEREFROM: Beginning at the Northeast Corner of the Southeast Quarter of Section 35; thence West 625 feet; thence Southeast 45 degrees 884 feet; thence North 625 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at the Northwest Corner of the Southeast Quarter of Section 35; thence East 630 feet; thence Southwest 45 degrees 891 feet; thence North 630 feet to the point of beginning.

Initials CKE

ALSO EXCEPTING THEREFROM: Beginning at the Southwest Corner of the Southeast Quarter of Section 35, thence North 630 feet; thence Southeast 45 degrees 891 feet; thence West 630 feet to the point of beginning.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest comer of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

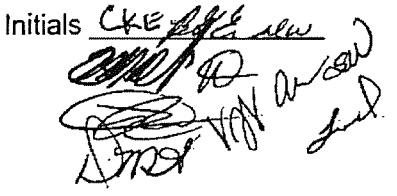
Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 20:

Township 7 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 36: Beginning at the Southwest corner of the Southwest Quarter of said Section 36; thence North 160 feet; thence East 620 feet; thence South 160 feet; thence West 620 feet to the point of beginning.

Tract 21:

Initials 

Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho, lying South of the Twin Buttes Highway Right of Way.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide, parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence East 750 feet; thence North 750 feet; thence West 750 feet; thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°32'04" East 400.0 feet; thence North 0°00'40" West 1013.93 feet, more or less, to the Southerly right of way line of a highway; thence North 77°43'00" West along said right of way line 409.39 feet; thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723, records of Bonneville County, Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Initials CKE

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northeast Quarter Northeast Quarter; South Half North Half; North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Commencing at the Northeast comer of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet, more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter; Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

Initials CKE

376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.

Initials CKE

Exhibit "B"

Personal Property

No Additional Specific Personal Property

Initials CKE

Drafted by:
John P. Manning V
Vice President and Counsel
Rabo Agrifinance, Inc.
One CityPlace Dr., Suite 200
St. Louis, MO 63141
(314) 687-4000

WHEN RECORDED MAIL TO:
RABO AGRIFINANCE, INC.
ONE CITYPLACE DR., SUITE 200
P.O. Box 411995
St. LOUIS, MO 63141

Instrument # 1360048
IDAHO FALLS, BONNEVILLE, IDAHO
4-1-2010 12:27:59 No. of Pages: 11
Recorded for : RABO AGRIFINANCE INC
RONALD LONGMORE Fee: 33.00
Ex-Officio Recorder Deputy
Index to: ASSIGNMENT

Loan No. 412350.04
412350.02
412350.00
412657.00

ASSIGNMENT OF IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS: That Rabobank, N.A., a National Association, having its principal office and post office address at One CityPlace Drive, Suite 200, St. Louis, MO 63141, party of the first part, in consideration of $10.00 and other valuable consideration to it in hand paid by Rabo Agrifinance, Inc., whose address is One CityPlace Drive, Suite 200; St. Louis, MO 63141, the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and set over to said party of the second part, its successors and assigns, a certain Mortgage, Deed of Trust, Security Deed, Act of Mortgage, Trust Deed or similar instrument ("Mortgage") to Rabo Agrifinance, Inc. bearing the date of April 11, 2006, executed by Walker Land & Cattle, LLC, an Idaho limited liability company; Roland L. Walker aka Von Walker and Dorothy Walker to Rabobank, N.A., situate in Bonneville County, Idaho and filed for record on the 24th day of April, 2006 in the records of Bonneville County, Idaho, as Instrument No. 1221458, as modified by Modification Agreement dated May 4, 2007, and filed for record on the 15th day of May, 2007, in the records of Bonneville County, Idaho, as Instrument No. 1263101, together with all right, title, and interest to the premises described in said Mortgage and together with the Security Agreement the Promissory Note therein described and the money due or to become due thereon, with interest, and together with all other instruments evidencing or securing repayment of the loan.

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Rabo Agrifinance, Inc., its successors and assigns forever, subject only to the provisions contained in the said Mortgage.

IT BEING UNDERSTOOD AND AGREED, however, that this Assignment is made without recourse to and without covenant or warranty express or implied by the said Rabobank, N.A. in any event whatsoever.

IN WITNESS WHEREOF, Rabobank, N.A has caused these presents to be executed by Todd Hansen, Vice President, at St. Louis County, Missouri effective as of the 1st day of December, 2009.

APPROVED

PRESENT BENEFICIARY:

Rabobank, N.A.

BY: _____
Todd Hansen, Vice President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this 22nd day of March, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Todd Hansen, Vice President, of Rabobank, N.A., who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal, on the day and year last above written.

TAMMY R CHRISTOPHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: June 04, 2012
Commission Number: 08568788

Tammy R. Christopher
Notary Public

Tammy R. Christopher
Name Printed

My commission expires: June 4, 2012

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Section 23: East Half; East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way: Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line, said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet, and North 86°52' East 104 feet to the West line of Old State Highway #191, and in a Southeasterly direction along Old State Highway #191, 875 feet from the Northwest corner of said Section, said line being an existing fence line; thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet; thence North 32°05' West 127.3 feet; thence South 57°55' West 40.00 feet; thence North 32°05' West 222.7 feet; thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning; thence South 57°55' West 117 feet; thence South 32°05' East 98 feet; thence North 57°55' East 117 feet; thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet; thence South 58°32'34" West for a distance of 300.00 feet; thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest corner of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 21:
Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho, lying South of the Twin Buttes Highway Right of Way.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide, parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence East 750 feet; thence North 750 feet; thence West 750 feet; thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°32'04" East 400.0 feet; thence North 0°00'40" West 1013.93 feet, more or less, to the Southerly right of way line of a highway; thence North 77°43'00" West along said right of way line 409.39 feet; thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723, records of Bonneville County, Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northeast Quarter Northeast Quarter; South Half North Half; North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Commencing at the Northeast corner of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet, more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter; Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.

Drafted by:
John P. Manning V
Vice President and Counsel
Rabo Agrifinance, Inc.
One CityPlace Dr., Suite 200
St. Louis, MO 63141
(314) 687-4000

WHEN RECORDED MAIL TO:
RABO AGRIFINANCE, INC.
ONE CITYPLACE DR., SUITE 200
P.O. Box 411995
St. LOUIS, MO 63141

Instrument # 383670
RIGBY, JEFFERSON, IDAHO
4-1-2010 01:04:00 No. of Pages: 11
Recorded for : RABO AGRIFINANCE INC
CHRISTINE BOULTER Fee: 33.00
Ex-Officio Recorder Deputy
Index to: ASSIGNMENT

Loan No. 412350.04
412350.02
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412657.00

ASSIGNMENT OF IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS: That Rabobank, N.A., a National Association, having its principal office and post office address at One CityPlace Drive, Suite 200, St. Louis, MO 63141, party of the first part, in consideration of $10.00 and other valuable consideration to it in hand paid by Rabo Agrifinance, Inc., whose address is One CityPlace Drive, Suite 200; St. Louis, MO 63141, the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and set over to said party of the second part, its successors and assigns, a certain Mortgage, Deed of Trust, Security Deed, Act of Mortgage, Trust Deed or similar instrument ("Mortgage") to Rabo Agrifinance, Inc. bearing the date of April 11, 2006, executed by Walker Land & Cattle, LLC, an Idaho limited liability company; Roland L. Walker aka Von Walker and Dorothy Walker, to Rabobank, N.A., situate in Jefferson County, Idaho and filed for record on the 25th, day of April, 2006 in the records of Jefferson County, Idaho, as Instrument No. 348052, as modified by Modification Agreement dated May 4, 2007, and filed for record on the 15th day of May, 2007, in the records of Jefferson County, Idaho, as Instrument No. 358462, together with all right, title, and interest to the premises described in said Mortgage and together with the Security Agreement the Promissory Note therein described and the money due or to become due thereon, with interest, and together with all other instruments evidencing or securing repayment of the loan.

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Rabo Agrifinance, Inc., its successors and assigns forever, subject only to the provisions contained in the said Mortgage.

IT BEING UNDERSTOOD AND AGREED, however, that this Assignment is made without recourse to and without covenant or warranty express or implied by the said Rabobank, N.A. in any event whatsoever.

IN WITNESS WHEREOF, Rabobank, N.A has caused these presents to be executed by Todd Hansen, Vice President, at St. Louis County, Missouri effective as of the 1st day of December, 2009.

APPROVED

PRESENT BENEFICIARY:

Rabobank, N.A.

BY: _____
Todd Hansen, Vice President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this 22nd day of March, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Todd Hansen, Vice President, of Rabobank, N.A., who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal, on the day and year last above written.

TAMMY R CHRISTOPHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: June 04, 2012
Commission Number: 08568788

Tammy R. Christopher
Notary Public

Tammy R. Christopher
Name Printed

My commission expires: June 4, 2012

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Section 23: East Half; East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way: Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line, said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet, and North 86°52' East 104 feet to the West line of Old State Highway #191, and in a Southeasterly direction along Old State Highway #191, 875 feet from the Northwest corner of said Section, said line being an existing fence line: thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet; thence North 32°05' West 127.3 feet; thence South 57°55' West 40.00 feet; thence North 32°05' West 222.7 feet; thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning; thence South 57°55' West 117 feet; thence South 32°05' East 98 feet; thence North 57°55' East 117 feet; thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet; thence South 58°32'34" West for a distance of 300.00 feet; thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest corner of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 21:

Township 2 North. Range 35 East of the Boise Meridian. Bonneville County. Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2. Township 2 North. Range 35 East of the Boise Meridian. Bonneville County. Idaho. lying South of the Twin Buttes Highway Right of Way.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide. parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3. Township 2 North. Range 35 East of the Boise Meridian. Bonneville County. Idaho: running thence East 750 feet: thence North 750 feet; thence West 750 feet: thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2. Township 2 North. Range 35 East of the Boise Meridian. Bonneville County. Idaho: running thence North 89°32'04" East 400.0 feet: thence North 0°00'40" West 1013.93 feet. more or less. to the Southerly right of way line of a highway: thence North 77°43'00" West along said right of way line 409.39 feet: thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723. records of Bonneville County. Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North. Range 36 East of the Boise Meridian. Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County. Idaho.
Section 21: Northeast Quarter Northeast Quarter: South Half North Half: North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North. Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian. Fremont County. Idaho.
Section 29: Commencing at the Northeast corner of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet. more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North. Range 37 East, Boise Meridian, Fremont County. Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter: Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County. Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.

527557

Microfilm No. _____
1st Day April 2010
At 5:01 O'Clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee $ 33- Deputy
Recorded at Request of
Rabo Agrifinance Inc

Drafted by:
John P. Manning V
Vice President and Counsel
Rabo Agrifinance, Inc.
One CityPlace Dr., Suite 200
St. Louis, MO 63141
(314) 687-4000

WHEN RECORDED MAIL TO:
RABO AGRIFINANCE, INC.
ONE CITYPLACE DR., SUITE 200
P.O. Box 411995
St. LOUIS, MO 63141

Loan No. 412350.04
412350.02
412350.00
412657.00

ASSIGNMENT OF IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS: That Rabobank, N.A., a National Association, having its principal office and post office address at One CityPlace Drive, Suite 200, St. Louis, MO 63141, party of the first part, in consideration of $10.00 and other valuable consideration to it in hand paid by Rabo Agrifinance, Inc., whose address is One CityPlace Drive, Suite 200; St. Louis, MO 63141, the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and set over to said party of the second part, its successors and assigns, a certain Mortgage, Deed of Trust, Security Deed, Act of Mortgage, Trust Deed or similar instrument ("Mortgage") to Rabo Agrifinance, Inc. bearing the date of April 11, 2006, executed by Walker Land & Cattle, LLC, an Idaho limited liability company; Roland L. Walker aka Von Walker and Dorothy Walker to Rabobank, N.A., situate in Fremont County, Idaho and filed for record on the 25th day of April, 2006 in the records of Fremont County, Idaho, as Instrument No. 501878, as modified by Modification Agreement dated May 4, 2007, and filed for record on the 15th day of May, 2007, in the records of Fremont County, Idaho as Instrument No. 509837, together with all right, title, and interest to the premises described in said Mortgage and together with the Security Agreement the Promissory Note therein described and the money due or to become due thereon, with interest, and together with all other instruments evidencing or securing repayment of the loan.

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Rabo Agrifinance, Inc., its successors and assigns forever, subject only to the provisions contained in the said Mortgage.

IT BEING UNDERSTOOD AND AGREED, however, that this Assignment is made without recourse to and without covenant or warranty express or implied by the said Rabobank, N.A. in any event whatsoever.

IN WITNESS WHEREOF, Rabobank, N.A has caused these presents to be executed by Todd Hansen, Vice President, at St. Louis County, Missouri effective as of the 1st day of December, 2009.

APPROVED

PRESENT BENEFICIARY:

Rabobank, N.A.

BY: _____
Todd Hansen, Vice President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this 23rd day of March, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Todd Hansen, Vice President, of Rabobank, N.A., who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal, on the day and year last above written.

TAMMY R CHRISTOPHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: June 04, 2012
Commission Number: 08568788

Tammy R. Christopher
Notary Public

Tammy R. Christopher
Name Printed

My commission expires: June 4, 2012

Exhibit "A"

Tract 1:

Section 3, Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho:
Lots 2, 3, and 4
South Half of the North Half (S1/2N1/2)
Southwest Quarter (SW1/4)
West Half of the Southeast Quarter (W1/2SE1/4)

Tract 2:

Section 4, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Lots 1 and 2
South Half of the Northeast Quarter (S1/2NE1/4)
Southeast Quarter (SE1/4)

Tract 3:

Section 7, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
West Half of the Southwest Quarter (W1/2SW1/4)

Tract 5:

Section 10, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
East Half (E1/2)

Tract 6:

Section 18, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho:
Northwest Quarter (NW1/4)
North Half of the Southwest Quarter (N1/2SW1/4)

Tract 7:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 19: South Half of the Northeast Quarter (S1/2NE1/4).

Section 20: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter (NE1/4)

Section 29: East Half of the Northeast Quarter (E1/2NE1/4)
Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)

Township 3 North Range 39, East of the Boise Meridian, Bonneville County, Idaho

Section 13: South Half of the Northwest Quarter (S1/2NW1/4)
Northeast Quarter lying South and West of boundary line of Black Rim Canyon

Section 14: Southeast Quarter of the Northeast Quarter (SE1/4NE1/4)

Tract 8:

A 30 foot wide Easement as evidenced by that certain Grant of Easement and Joint Use Agreement recorded as Instrument No. 810379, records of Bonneville County, Idaho.

Tract 9:

An Easement for ingress and egress as evidenced by that certain Deed of Easement recorded as Instrument No. 1015542, records of Bonneville County, Idaho.

Tract 10:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 16: All

Tract 11:

An easement created by Grant of Easement Instrument No. 453801. A 30 foot wide easement running North and South along the most Easterly portion of Section 21, Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.

Tract 12:

Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning.

Tract 13:

Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Section 4: ALL
EXCEPTING THEREFROM: That portion deeded to Jefferson County in that certain Quitclaim Deed recorded September 6, 1972 as Instrument No. 163412.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 3: South Half
EXCEPTING THEREFROM: All county road right of ways.

Tract 14:

Parcel I:
Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 5: Lot 4; Southwest Quarter Northwest Quarter; Northwest Quarter Southwest Quarter

Section 6: Lots 1, 2, 3, 4 and 5; Southeast Quarter Northwest Quarter; South Half Northeast Quarter; North Half Southeast Quarter; Northeast Quarter Southwest Quarter; Lot 6

Excepting that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159030.

EXCEPTING THEREFROM: Commencing at a point 47 rods East of the Southwest Corner of the Northwest Quarter Southwest Quarter of said Section 6 which is the point of beginning; thence North 64 rods; thence East 64 rods; thence South 64 rods; thence West 64 rods to the point of beginning.

Parcel II:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 1: Lots 1, 2, 3 and 4; South Half Northwest Quarter; East Half Southwest Quarter; South Half Northeast Quarter; Southeast Quarter
Excepting therefrom that portion deeded to Jefferson County in that certain Quitclaim Deed recorded August 11, 1971, as Instrument No. 159029.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the corner Perpetuating and Filing Record signed by L.S. 760 on January 14, 1982, records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet; thence South 57°15'28" West 536.76 feet to the true point of beginning.
TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line;

thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.5 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.
Section 22: That portion of the Northwest Quarter Northwest Quarter lying East of the East Right-of-Way of I-15
EXCEPTING THEREFROM: Highway and road right of ways.

Tract 15:

Parcel I Tract A:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: West Half East Half; East Half West Half

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: Southwest Quarter lying West of the West right of way line of Interstate I-15; Southwest Quarter Northwest Quarter lying West of the West right of way line of Interstate I-15.
Section 21: Northeast Quarter
Section 22: That portion of the Northwest Quarter Northwest Quarter lying West of the West right of way of Interstate I-15 and North right of way of the Hamer-Terreton Connection Road.
EXCEPTING THEREFROM: Highway and road right of way as set out in that certain Warranty Deed recorded as Instrument No. 158660 on July 9, 1971 records of Jefferson County, Idaho.

Township 4 North, Range 38 East of the Boise Meridian, Jefferson County, Idaho.
Section 14: North Half Southeast Quarter
Section 13: Commencing at a point 100 rods South of the Northwest Corner of the Northwest Quarter of said Section and running thence South 60 rods; thence East 160 rods; thence North 60 rods; thence West 160 rods to the point of beginning.

Parcel II Tract B:

Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 24: West Half West Half
EXCEPTING THEREFROM: Beginning at a point that is South 89°28'35" West 4034.48 feet along the Section line from the Southeast Corner of said Southwest Quarter Southwest Quarter and North 0°16'37" East 30.49 feet from the Southeast Corner of said Section 24 and running thence South 89°25'44" West 16.48 feet; thence North 0°02'23" West 551.10 feet; thence North 89°26'05" East 19.48 feet to the East line of said Southwest Quarter Southwest Quarter, thence South 0°16'37" West 550.13 feet to the point of beginning.

Section 23: East Half: East Half West Half

Tract 16:

Parcel I:

Township 7 North, Range 36 East of the Boise Meridian. Jefferson County, Idaho.
Section 15: Southwest Quarter lying East of the East right of way line of Interstate I-15 and West of Oregon Short Line Railroad right of way: Southwest Quarter Northwest Quarter lying East of the East right of way line of Interstate I-15 and West of the Oregon Short Line Railroad right of way.
EXCEPTING THEREFROM: That portion lying North of the following described line. said line being 1396.3 feet South and 250.4 feet East and South 3°08' East 100 feet. and North 86°52' East 104 feet to the West line of Old State Highway #191. and in a Southeasterly direction along Old State Highway #191. 875 feet from the Northwest corner of said Section. said line being an existing fence line: thence Southwesterly along said fence line 386 feet to the East border of Interstate Highway I-15.

ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.00 feet from the South Quarter corner of said Section 15 and running thence South 57°55' West 110.0 feet: thence North 32°05' West 127.3 feet: thence South 57°55' West 40.00 feet: thence North 32°05' West 222.7 feet: thence North 57°55' East 150.00 feet; thence South 32°05' East 350.0 feet to the point of beginning.
ALSO EXCEPTING THEREFROM: Beginning at a point that is East 258.3 feet North 32°05' West 1006.31 feet and South 57°55' West 162.0 feet from the South Quarter corner of said Section 15 being the true point of beginning: thence South 57°55' West 117 feet: thence South 32°05' East 98 feet: thence North 57°55' East 117 feet: thence North 32°05' West 98 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 15 and running thence South 89°29'49" East for a distance of 2655.06 feet; thence North 00°30'11" East for a distance of 66.52 feet to the true point of beginning; thence North 31°27'25" West for a distance of 238.00 feet: thence South 58°32'34" West for a distance of 300.00 feet: thence South 31°27'25" East for a distance of 51.48 feet; thence South 89°35'13" East for a distance of 353.26 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°43'51" West 1212.11 feet along the Section line and North 32°44'32" West 3.87 feet from the South Quarter corner of said Section 15; said South Quarter corner being located using the Corner Perpetuating and Filing Record signed by L.S. 760 on January 14th, 1982 records of Jefferson County, Idaho and running thence North 32°44'32" West 477.5 feet; thence North 57°15'28" East 536.76 feet; thence South 32°44'32" East 477.50 feet: thence South 57°15'28" West 536.76 feet to the true point of beginning.

TOGETHER WITH A 66.5 foot wide access easement described as follows: Beginning at a point in an existing East West fence line that is North 00°16'09" East 14.7 feet from the South

Quarter corner of said Section 15 and running thence North 89°36'50" East 60.00 feet along said fence line to the Southwesterly right of way line of the Old US Highway No. 91 (said right of way line being Southwesterly 160 feet perpendicular from the center line of the Main Track of the Union Pacific Railroad); thence North 32°05'00" West 78.18 feet along said right of way line; thence South 89°36'50" West 3.85 feet to the Southeast corner of the property described in the deed recorded as Instrument No. 237291 in the Jefferson County Recorder's Office; thence South 89°36'50" West 733.37 feet along the South line of said property extended; thence North 32°44'32" West 211.30 feet to the Southeasterly line of the above described parcel; thence South 57°15'28" West 66.50 feet along said Southeasterly line; thence South 32°44'32" East 247.91 feet to an existing East-West fence line; thence North 89°36'50" East 754.88 feet along said fence line to the point of beginning. The Basis of Bearing for this legal description is the center line of the Main line of the Union Pacific Railroad which is assumed to be North 32°05'00" West as shown on the Official Plat of the Original Townsite of Hamer Idaho.

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.
Section 15: All that part of the Southeast Quarter Southwest Quarter lying East of the Oregon Short Line Railroad right-of -way.
ALSO: Beginning at a point that is East along the Section line 2887.5 feet; North 31°55'20" West 1710.7 feet and North 44°25'20" East 102.91 feet from the Southwest corner of said Section, said point being on the East right-of-way line of a railroad; running thence North 44°25'20" East 324.6 feet; thence North 56°44' East 408.4 feet; thence South 00°34'50" East 705.0 feet; thence South 89°25'10" West 418.0 feet to said railroad right-of-way line; thence North 31°55'20" West 298.5 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.3 feet, North 32°05' West 213.97 feet and North 83°21' East 110.74 feet from the South Quarter corner and running thence North 83°21' East 198.85 feet; thence North 32°05' West 874.74 feet; thence South 00°29'30" East 342.80 feet; thence South 32°05' East 497.34 feet to the point of beginning.
ALSO: Beginning at a point that is East 258.30 feet and North 32°05' West along the centerline of the main railroad track 769.96 feet and North 57°55' East 100.00 feet from the South Quarter corner of said Section 15 and running thence North 57°55' East 71.24 feet; thence North 32°05' West 94.85 feet; thence South 57°55' West 71.24 feet; thence South 32°05' East 94.85 feet to the point of beginning.

Tract 18:

Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 6: Commencing at the Southwest corner of the Northwest Quarter Southwest Quarter of Section 6, which is the point of beginning; thence East 775.5 feet (47 rods); thence North 550 feet; thence West 775.5 feet (47 rods) to the West Section line of said Section 6; thence South 550 feet to the point of beginning.

Tract 19:

Lots 1 through 10 and the East Half of Lots 11 and 12 in Block 7 of the Townsite of Hamer, Jefferson County, Idaho.
Also: Any portion of the streets or alleys as vacated in Ordinance No. 5 recorded June 22, 1977 as Instrument No. 186513.

Tract 21:
Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 2: West half Southwest quarter

AND: The East 600 feet of the East half Southwest quarter Northwest quarter of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho, lying South of the Twin Buttes Highway Right of Way.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY: a strip of land 30 feet wide, parallel to and adjoining the South line of said Twin Buttes Highway Right of Way.

AND: Beginning at the Southwest Corner of the Northwest Quarter of Section 3, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence East 750 feet; thence North 750 feet; thence West 750 feet; thence South 750 feet to the point of beginning.

AND: Beginning at a point that is North 89°32'04" East along the centerline of the Section 317.69 feet from the West Quarter Corner of Section 2, Township 2 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°32'04" East 400.0 feet; thence North 0°00'40" West 1013.93 feet, more or less, to the Southerly right of way line of a highway; thence North 77°43'00" West along said right of way line 409.39 feet; thence South 0°00'40" East 1104.28 feet to the point of beginning.

Section 3: South half

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 392723, records of Bonneville County, Idaho.

Section 10: North half North half Southwest quarter Northeast quarter Southeast quarter

Section 11: West half Northwest quarter Northwest quarter Southwest quarter

Tract 22:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: South half Southwest quarter

Section 18: South half South half

Section 19: North half Northeast quarter

Section 20: North half Northwest quarter

Tract 23:

Parcel A: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northeast Quarter Northeast Quarter; South Half North Half; North Half South Half; South Half Southwest Quarter; Southeast Quarter Southeast Quarter; LESS: Beginning at the Southeast corner and running thence West 170 feet; thence North 500 feet; thence East 170 feet; thence South 500 feet to the point of beginning. ALSO LESS a manufactured home situated on said Parcel A of Tract 3.

Parcel B: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 22: East Half

Parcel C: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 23: West Half and the West 600 feet of the Northeast Quarter.

Parcel D: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 27: West Half West Half

Parcel E: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 28: All

Parcel F: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Commencing at the Northeast corner of said Section; thence North 89°52' West 1,284.97 feet; thence South 01°35'38" West 5,282.73 feet; thence South 89°55' East 1,454.95 feet; thence North 00°16' West along he Section line 5280 feet, more or less to the point of beginning.
LESS: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 24: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 21: Northwest Quarter Northeast Quarter; North Half Northwest Quarter; Southwest Quarter Southeast Quarter

Tract 25: Township 8 North, Range 37 East, Boise Meridian, Fremont County, Idaho.
Section 29: Beginning at a point 1,525 feet West of the Northeast corner and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Tract 26:

Parcel IX: Beginning at a point on the Easterly right of way line of Union Pacific Railroad (said right of way line being 100 feet perpendicular from the Center line of Main tract), that is East

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376.37 feet from the South Quarter corner of Section 15, Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, and running thence 32°05'00" West 229.10 feet along said right of way line, to the Southerly line of the property described and recorded by Instrument No. 156051 in Jefferson County, Idaho; thence North 83°21'00" East 168.87 feet along said Southerly line, thence South 32°05'00" East 252.19 feet; thence West 180.00 feet to the point of beginning.