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DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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

1. Water Right No(s): 36-2129, 36-7403, 36-2130B, ³⁶~~32~~-2131 and 36-8133 _____
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
RABO AGRIFINANCE, INC.
12443 OLIVE BLVD., SUITE 50
ST. LOUIS, MO 63141
4. Name of Water Right Owner/Claimant(s)
Minidoka Farms LLC
5. Expiration Date of Notification Period 4-1-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Sue Harrison, AUP
 (and title if applicable)
Sue Harrison, Assistant Vice President

For Office Use Only

Received by <u>th</u>	Date <u>10-5-2012</u>	Fee <u>\$125-</u>
Receipted by <u>DM</u>	Date <u>10-5-2012</u>	Receipt No. <u>5032835</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 36-2129

SCANNED
OCT 09 2012

RECORDED AT REQUEST OF:

Instrument # 512066

MINIDOKA COUNTY, RUPERT, IDAHO

4-14-2011 03:54:47 No. of Pages: 15

Recorded for : RUPERT LAND TITLE

PATTY TEMPLE

Fee: 52.00

Ex-Officio Recorder Deputy

RETURN RECORDED DOCUMENT TO:

RABO AGRIFINANCE, INC.

P.O. BOX 411995

ST. LOUIS, MISSOURI 63141

#23961
Loan 10249900/srs

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 12th day of April, 2011 is made between Minidoka Farms LLC, whose state of incorporation/organization is Delaware and whose chief executive office is whose address is 266 Southwoods Centre, Columbia, IL 62236, hereinafter called "Mortgagor," and RABO AGRIFINANCE, INC., a corporation organized and existing under the laws of Delaware ("RAF"), whose address is P.O. Box 411995, St. Louis, Missouri 63141; RABOBANK, N.A. ("RNA"), whose address is P.O. Box 1845, El Centro, California 92244; and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland" ("RN"), whose address is 245 Park Avenue, New York, New York 10167 (RAF, RNA and RN, unless otherwise indicated, together with their successors and assigns, are hereinafter, individually or collectively, referred to as "Mortgagee") and RAF as collateral agent (the "Collateral Agent") for the Mortgagee.

~~WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of \$1,000,000.00 (One Million Dollars) with interest, all as set forth in Mortgagee's certain Promissory Note ("Note") of even date herewith maturing April 1, 2021.~~

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note, along with (1) payment of the entire indebtedness and other obligations evidenced by the following promissory note(s), and/or guaranty(s) executed by Mortgagor to the applicable Mortgagee or order and all modifications, amendments, replacements, substitutions, extensions and renewals thereof along with any and all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions:

Initials

C/E

[] The following additional new or existing Promissory Notes:

- Note dated N/A in the stated principal amount of _____ Dollars
- Note dated N/A in the stated principal amount of _____ Dollars

[] A guaranty or guaranties dated as of N/A, guaranteeing the indebtedness of the borrowers as defined in the guaranty or guaranties.

(2) the payment of such additional loans or advances and such other debts, obligations and liabilities of every kind and character, of Mortgagor or the maker of the Note, evidenced by a promissory note, guaranty or otherwise, whether one or more, now existing or arising in the future, in favor of the applicable Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to the applicable Mortgagee or any other person; PROVIDED HOWEVER, THAT, such other additional loans, advances, debts, obligations and liabilities shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such shall recite that it is to be secured by this Mortgage; and 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; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Mortgage; (4) payment and performance of each agreement of Mortgagor in this Mortgage; (5) payment of all sums expended or advanced by Collateral Agent or Mortgagee to protect the security of this Mortgage, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Note or any Credit Agreement (as hereinafter defined); and (6) all obligations as defined in or provided for in any Credit Agreement, 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 Collateral Agent and Mortgagee all the property (the "Property") hereinafter described, to wit:

I. The following described real property ("Real Estate") located in Minidoka County, Idaho, to wit:

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

II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor, Collateral Agent 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 _____ representing _____ shares of the capital stock of _____ and the water rights represented thereby (If no entries, this granting clause is inapplicable).

- IV. All water rights represented by Permit or License No. _____ issued by the Idaho Department of Water Resources. (If no entries, this granting clause is inapplicable).
- V. All water rights represented by Claim No. _____ filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. _____ (If no entries, this granting clause is inapplicable).

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 Collateral Agent or 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 Collateral Agent for the benefit of 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, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other

payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Collateral Agent or Mortgagee.

TO HAVE AND TO HOLD the same unto the Collateral Agent for the benefit of Mortgagee, their 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 notes and guaranties described above (collectively the "Note") and the interest thereon at the times and places and in the manner specified in the Note, or any credit agreement or similar document between Mortgagor and any Mortgagee (the "Credit Agreement"), and all other sums that may become due and owing to the Collateral Agent or Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void and shall be released by the Collateral Agent or Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note, the Credit Agreement and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Collateral Agent or 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, neither remove nor permit the removal of any pre-merchantable or merchantable timber, buildings (unless such building is unused and has no commercial value), oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Collateral Agent or Mortgagee; and (d) to maintain and deliver to the Collateral Agent or Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Collateral Agent or

Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be reasonably satisfactory to the Collateral Agent or Mortgagee; in the event of loss the Collateral Agent or Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Collateral Agent and/or 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 Collateral Agent or 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 Collateral Agent or Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Collateral Agent or 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 Collateral Agent or 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 Collateral Agent or Mortgagee and applied in full or in part at the option of the Collateral Agent or Mortgagee in reduction of the indebtedness hereby secured; (i) the Collateral Agent or Mortgagee shall have the right to inspect the Property at such reasonable times as the Collateral Agent or Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Collateral Agent or 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 Collateral Agent or 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 or any Credit Agreement for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note, the Credit Agreement or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the federal Bankruptcy Code as now or hereafter in effect, or any successor thereto, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Collateral Agent or 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 Collateral Agent or 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 Collateral Agent or 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 (if no entry, this section is inapplicable) 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 Collateral Agent and 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 Collateral Agent and Mortgagee and hold Collateral Agent and Mortgagee harmless against any loss, damage, or liability suffered by the Collateral Agent and 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 Collateral Agent or Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning its

operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

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, Collateral Agent or 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 Collateral Agent and 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 Collateral Agent or 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, Collateral Agent and Mortgagee, and, cumulative of all other rights of Collateral Agent and Mortgagee hereunder, Collateral Agent or 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 Collateral Agent or Mortgagee to file one or more financing statements and continuation statements, at Mortgagor's expense, describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Collateral Agent or Mortgagee, and agrees, if requested by Collateral Agent or 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 Collateral Agent or 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 Collateral Agent or Mortgagee to establish and maintain the validity and priority of the security interest of Collateral Agent and Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Collateral Agent or Mortgagee. Collateral Agent or Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default

Collateral Agent or Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Collateral Agent or Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Collateral Agent or Mortgagee may at its option dispose of the Collateral in accordance with Collateral Agent's or 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 Collateral Agent or 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 Collateral Agent or Mortgagee, the entire said indebtedness shall become due and payable and the Collateral Agent or 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.

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

MINIDOKA FARMS LLC, a Delaware limited liability company

By: 
Chris Elliott, Authorized Agent

STATE OF ~~ILLINOIS~~ WISCONSIN)
) SS:
COUNTY OF ~~MONROE~~ DANE)

Subscribed and sworn to (or affirmed) before me this 13th day of April,
2011 by Chris Elliott, proved to me on the basis of satisfactory evidence to be the person who
appeared before me.

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

(SEAL)

Amy A. Bourne
Notary Public for ~~Illinois~~ Wisconsin
Residing at W3206 Moore Rd Columbus, WI 53001
My commission expires October 23, 2011

Exhibit "A"

Legal Description

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 10: ALL

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 22: NW¼

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 15: NE¼

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 23: Farm Unit A, Tract A, **EXCEPT** the following described parcel:

Beginning at the East quarter corner of said Section 23, which point shall be the
TRUE POINT OF BEGINNING;
Thence South 0°04' East along section line for 802.03 feet to a point;
Thence North 63°52'20" West along the line common to Tract A and Tract D for
1796.73 feet to a point on the quarter section line;
Thence North 89°26'49" East along said quarter section line for 1612.27 feet to the
TRUE POINT OF BEGINNING.

ALSO EXCEPTING the following described tract:

Beginning at the North quarter section corner of Section 23, said corner marked by a
5/8 inch rebar over the top of a USRS iron pipe with brass cap; thence South
89°40'18" West along the north line of Section 23 for a distance of 417.62 feet to the
POINT OF BEGINNING;
Thence South 00°15'58" West for a distance of 25.49 feet to a ½ inch rebar;
Thence South 00°15'58" West for a distance of 185.90 feet to a ½ inch rebar;
Thence South 88°31'00" West for a distance of 478.90 feet to a ½ inch rebar;
Thence North 00°05'31" West for a distance of 198.93 feet to a ½ inch rebar;

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Thence North 00°05'31" West for a distance of 22.11 feet to the north line of Section 23;

Thence North 89°40'18" East along the north line of Section 23 for a distance of 480.09 feet to the POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 23: Part of Farm Unit D, Tract D, described as follows:

Beginning at the West quarter corner of said Section 23; thence North 89°36'49" East along the quarter section line for 1552.91 feet to a point which shall be the TRUE POINT OF BEGINNING;

Thence North 0°05' East along the West line of Tract D for 538.94 feet to a point;

Thence South 87°07' East along the line common to Tract A and Tract D for 1150.38 feet to a point;

Thence South 63°52'30" East along said tract line for 1060.33 feet to a point on the quarter section line;

Thence South 89°36'49" West along said quarter section line for 2101.75 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:

An easement for ingress and egress for the benefit of Parcel No. 5 as created by Warranty Deed executed by Leonard O. Grant and Shirley M. Grant, husband and wife to Melvin L. Hayes and Jean W. Hayes, husband and wife, dated April 16, 1978 and recorded July 7, 1978 as Document No. 283732, records of Minidoka County, Idaho, more particularly described as follows:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 23: Beginning at the East quarter corner of said Section 23; thence South 89°36'49" West 3714.03 feet to the West boundary of Tract D of said Section 23;

Thence South 0°05' West 7.5 feet;

Thence North 89°36'49" East (North 89°36'49" West, rec.) 3,714.03 feet to the East section line of said Section 23;

Thence North 0°04' West 7.5 feet to the POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 22 & 23: Farm Unit B, Tract B of the North Side Pumping Division of the Minidoka Project Idaho (as shown by plat, dated March 21, 1957, filed in the office of

the County Recorder, Minidoka County, Idaho), **SAVE AND EXCEPT** the following described tract:

Beginning at the Northeast corner of Section 22, said corner marked by a 5/8 inch rebar over the top of a U.S.R.S. iron pipe with brass cap; thence South 00°26'13" East along the east line of Section 22 for a distance of 583.98 feet to the POINT OF BEGINNING;

Thence South 00°26'13" East along the east line of Section 22 for a distance of 454.58 feet;

Thence North 89°58'38" West for a distance of 28.01 feet to a ½ inch rebar;

Thence North 89°58'38" West for a distance of 513.17 feet to a ½ inch rebar;

Thence North 00°26'12" West for a distance of 95.93 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 421.54 feet to a ½ inch rebar, said curve having a radius of 1108.14 feet, a delta angle of 21°47'44", and a long chord bearing of North 48°08'16" West, for a distance of 419.01 feet;

Thence North 88°30'32" West for a distance of 172.93 feet to a ½ inch rebar;

Thence North 67°48'11" West for a distance of 140.30 feet to a ½ inch rebar;

Thence North 08°28'29" West for a distance of 54.44 feet to a ½ inch rebar on the north line of Tract B;

Thence North 83°01'52" East along the north line of Tract B for a distance of 565.61 feet to a brass cap at Corner No. 4 of Tract B;

Thence South 80°25'38" East along the north line of Tract B for a distance of 608.35 feet to the POINT OF BEGINNING.

PARCEL NO. 8:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 26: Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat dated March 21, 1957 on file in the office of the County Recorder, Minidoka County, Idaho), **SAVE AND EXCEPT** the following described tract:

Beginning at the Northeast corner of said Section 26, which point shall be known as the TRUE POINT OF BEGINNING;

Thence South 0°02'30" East (Basis of Bearing) along the East section line of said Section 26 for 570.87 feet;

Thence South 89°24'31" West for 1312.44 feet;

Thence North 0°02'30" West for 570.87 feet to a point on the North section line of said Section 26;

Thence North 89°24'31" East (recorded as North 89°23'30" East) along said North section line for 1312.44 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 9:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,

MINIDOKA COUNTY, IDAHO

SECTIONS 27 & 34: Farm Unit H, Tract H of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat dated March 21, 1957 on file in the office of the County Recorder, Minidoka County, Idaho), **SAVE AND EXCEPTING** the following described tract:

TRACT NO. 1:

Beginning at the Southeast corner of said Section 27; thence South 89°40' West for 1927.40 feet; thence North 04°17' East for 357.06 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 28°48'30" East for 369.87 feet;
Thence North 61°04' East for 826.80 feet;
Thence North 30°43' West for 467.50 feet;
Thence North for 369.25 feet;
Thence North 84°02'30" West for 1468.50 feet;
Thence South 60°54' West for 894.96 feet;
Thence South 00°14' East for 1353.66 feet
Thence North 72°48' East for 617.10 feet;
Thence South 87°36' East for 985.38 feet to the TRUE POINT OF BEGINNING.

(Formerly described as Tax No. 2 and Tax No. 3 of Minidoka County records.)

TRACT NO. 2:

Beginning at the intersection of the southerly right of way line of State Highway No. 24 with the easterly line of the SE¼ of said Section 27, as delineated on said plat;
Thence South 00°01'30" East along said section line for 278 feet;
Thence South 89°58'30" West at right angles to said section line for 218 feet to a line lying 218 feet west of and parallel with said section line;
Thence North 00°01'30" West along said parallel line for 253 feet;
Thence North 16°46' East at right angles to said southerly highway right of way line for 86.91 feet more or less to said line;
Thence South 73°14' East along said line for 201.48 feet more or less to the POINT OF BEGINNING.

PARCEL NO. 10:

TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 21, 22, 27 & 28: Farm Unit A, Tract A of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated June 10, 1953, on file in the office of the County Recorder, Minidoka County, Idaho) **EXCEPTING THEREFROM** the following described tracts:

TRACT NO. 1:

Commencing at the N¼ corner of said Section 27 (monumented by a ½ inch rebar); thence South 89°17'54" West for 687.66 feet (recorded as 89°34' West for 685.74 feet) along the North section line to an existing brass cap; thence South 89°19'58" West for 452.53 feet (recorded as South 89°34' West for 452.10 feet) along the North section line to an existing brass cap; thence South 78°01'54" West for 1063.69 feet (recorded as South 78°18' West for 1063.26 feet) along the Southerly line of Farm Tract "A" to an existing 2 inch pipe; thence South 68°03'28" West for 257.97 feet (recorded as South 68°18' West) along the Southerly line of Farm Tract "A" to a ½ inch rebar which shall be the TRUE POINT OF BEGINNING;

Thence South 68°03'28" West (recorded as South 68°18' West) for 229.16 feet along the Southerly line of Farm Tract "A" to an existing brass cap (Tract A PT. 16);

Thence South 35°35'24" West for 162.05 feet (recorded as South 35°49' West for 161.70 feet) along said tract line to an existing brass cap (Tract A PT. 15);

Thence South 52°35'19" West for 287.42 feet (recorded as South 52°49' West for 287.76 feet) along said tract line to an existing brass cap (Tract A PT. 14);

Thence North 79°46'39" West for 100.86 feet (recorded as North 79°31' West for 100.98 feet) along said tract line to an existing brass cap (Tract A PT. 13);

Thence North 32°20'56" West (recorded as North 32°05' West) for 338.73 feet along said tract line to a ½ inch rebar;

Thence North 78°09'13" East for 833.41 feet to a ½ inch rebar;

Thence South 0°00'00" East for 83.13 feet to the TRUE POINT OF BEGINNING.

TRACT NO. 2:

Commencing at the S¼ corner of Section 22 (monumented by a ½ inch rebar); thence South 89°17'54" West for 687.66 feet (recorded as South 89°31'57" West for 687.68 feet in Cosgrove property survey recorded 28 Aug 96, Instrument No. 425666) along the South section line to a brass cap at Point 19 Farm Tract A which shall be the TRUE POINT OF BEGINNING;

Thence North 09°51'19" West for 1017.65 feet (recorded as North 9°36'57" West for 1017.81 feet) along the Easterly line of Farm Tract "A" to a bent pipe;

Thence South 06°38'24" East for 1010.07 feet to a ½ inch rebar on the South line of Tract A;

Thence North 89°19'58" East (recorded as North 89°34' East in Government Supplemental Survey approved 10 June 53) for 57.39 feet along the South line of Tract A to the TRUE POINT OF BEGINNING.

Exhibit "B"

Personal Property

NONE