

RECEIVED

JUL 20 2012

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**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): 22-7721 OK
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
Idaho AgCredit, FLCA
P.O. Box 386
Rexburg, Idaho 83440
4. Name of Water Right Owner/Claimant(s) Rocky Gulch Farms, LLC
5. Expiration Date of Notification Period 8-1-32
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Idaho AgCredit, FLCA
by: Marc Tennstedt, Sr. V.P.

For Office Use Only

Received by <u>JPB</u>	Date <u>7/23/2012</u>	Fee <u>\$25.-</u>
Receipted by <u>JPB</u>	Date <u>7/23/2012</u>	Receipt No. <u>E037831</u>
Processed by _____	AJ Date _____	WR <u>JPB</u> Date <u>7/24/2012</u>

Recording Requested by:

Loan No.: 231-004-0006496229-5541204-101

WHEN RECORDED MAIL TO:
Alliance Title & Escrow
PO Box 732
Rexburg, ID 83440
AT-150500

Instrument No. 539478
17 Day Jul 2012
At 11 O'Clock 17 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$37.00
JF Deputy
Recorded at Request of
Alliance Title - Rexburg Office

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this July 12, 2012 between M & B ENTERPRISES LIMITED PARTNERSHIP, An Idaho Limited Partnership, By: DIRK PARKINSON, General Partner; and ROCKY GULCH FARMS, LIMITED LIABILITY COMPANY, An Idaho Limited Liability Company, By: DIRK PARKINSON, Managing Member; and ROCKY GULCH FARMS GENERAL PARTNERSHIP, An Idaho General Partnership, By: DIRK PARKINSON, Chief Financial Partner, whose address is P.O. Box 326 St. Anthony, Idaho 83445 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Fremont, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

All Mortgagor's right, title, and interest in and to that certain Contract and Grant of Easement between The United States of America and M & B Enterprises Limited Partnership, An Idaho Limited Partnership, dated June 14, 2002, and recorded as instrument #477819 in the records of Fremont County, State of Idaho, including all additions, modifications, or extensions thereto.

All Mortgagor's right, title, and interest in and to that certain Contract and Grant of Easement between The United States of America and Rocky Gulch Farms General Partnership, An Idaho General Partnership, dated June 14, 2002, and recorded as instrument #477820 in the records of Fremont County, State of Idaho, including all additions, modifications, or extensions thereto.

All Mortgagor's right, title, and interest in and to that certain Contract and Grant of Easement between The United States of America and Dirk Parkinson (contract #10-07-14-LAG76), dated August 2, 2010, including all additions, modifications, or extensions thereto.

All Mortgagor's right, title, and interest in and to those certain leases between PARKINSON SEED FARM, INC., An Idaho Corporation, and the BUREAU OF RECLAMATION, dated March 31, 1998, including all additions, modifications, or extensions thereto.

All Mortgagor's right, title, and interest in and to that certain lease between DEAN SCHWENDIMAN & SONS, INC., An Idaho Corporation (to be assigned to ROCKY GULCH FARMS GENERAL PARTNERSHIP, An Idaho General Partnership), and the BUREAU OF RECLAMATION, dated March 18, 1998, including all additions, modifications, or extensions thereto.

This real estate is offered to secure all present and future loans or advances in the name(s) of M & B ENTERPRISES LIMITED PARTNERSHIP, An Idaho Limited Partnership, By: DIRK PARKINSON, General Partner; and PARKINSON SEED FARM, INC., An Idaho Corporation, By: DIRK PARKINSON, President, and Attest: ROBYN PARKINSON, Secretary; and ROCKY GULCH FARMS, LIMITED LIABILITY COMPANY, An Idaho Limited Liability Company, By: DIRK PARKINSON, Managing Member; and ROCKY GULCH FARMS GENERAL PARTNERSHIP, An Idaho General Partnership, By: DIRK PARKINSON, Chief Financial Partner; and Individually By: DIRK PARKINSON and ROBYN PARKINSON, husband and wife, as well as any renewals or extensions thereof.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

DATE OF NOTE
July 12, 2012

MATURITY DATE
August 1, 2032

AMOUNT OF NOTE
539478 \$1,365,000.00

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto: and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

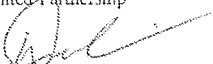
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

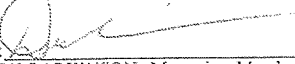
(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

M & B ENTERPRISES LIMITED PARTNERSHIP, An Idaho
Limited Partnership

By: 
DIRK PARKINSON, General Partner

ROCKY GULCH FARMS, LIMITED LIABILITY
COMPANY, An Idaho Limited Liability Company

By: 
DIRK PARKINSON, Managing Member

ROCKY GULCH FARMS GENERAL PARTNERSHIP, An
Idaho General Partnership

By: 
DIRK PARKINSON, Chief Financial Partner

ACKNOWLEDGMENT.

See Attached Acknowledgement

STATE OF IDAHO)

County of Fremont) ss.

On this 17th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dirk Parkinson, known to me to be the General Partner in the Partnership of M & B Enterprises Limited Partnership, An Idaho Limited Partnership, and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership 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.

Mar Farnesbeck

Notary Public for the State of Idaho

Residing at Rigby

My Commission Expires: 4-27-2013



STATE OF IDAHO)

County of Fremont) ss.

On this 17th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dirk Parkinson, known or identified to me to be the Managing Member of Rocky Gulch Farms, Limited Liability Company, An Idaho Limited Liability Company, whose name is subscribed to the within instrument and acknowledged to me that he is authorized and instructed to execute the same on behalf of said Limited Liability Company, and further acknowledged to me that said Limited Liability Company executed the same.

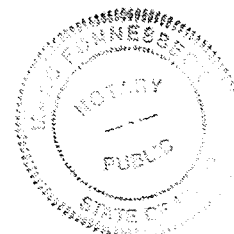
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

Mar Farnesbeck

Notary Public for the State of Idaho

Residing at Rigby

My Commission Expires: 4-27-2013



STATE OF IDAHO)

County of Fremont) ss.

On this 17th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dirk Parkinson, known to me to be the Chief Financial Partner in the Partnership of Rocky Gulch Farms General Partnership, An Idaho General Partnership, and the chief financial partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

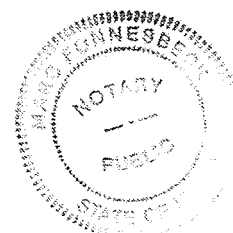
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Mar Farnesbeck

Notary Public for the State of Idaho

Residing at Rigby

My Commission Expires: 4-27-2013



SCHEDULE A
REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED July 12, 2012

M & B Enterprises Limited Partnership; An Idaho Limited Partnership
Loan No. 231-004-0006496229-5541204-101

REAL ESTATE DESCRIPTION:
ROCKY GULCH FARMS, LIMITED LIABILITY COMPANY, AN IDAHO LIMITED LIABILITY COMPANY PROPERTY:

Parcel 1: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 9: Southeast Quarter Southwest Quarter

Parcel 2: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 16: Northeast Quarter Northwest Quarter

Parcel 3: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 9: West Half Southeast Quarter; Southeast Quarter Southeast Quarter.

Parcel 4: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 10: South Half Southwest Quarter; Less: That portion of the South Half Southwest Quarter of Section 10, Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the South Quarter corner of said Section 10, thence North 33°57'23" West 300.00 feet to a point monumented with a bronze marker inscribed 10A742; thence North 21°59'16" East 344.61 feet to a point monumented with a bronze marker inscribed 10B742; thence North 0°21'25" West 744.82 feet to a point on the South 16th line of said Section 10; thence North 89°13'33" East 35.00 feet along the South 16th line to the South 16th corner of said Section 10; thence South 0°21'25" East 1313.70 feet to the South Quarter corner of said Section 10 and the point of beginning.

Parcel 5: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 15: Northwest Quarter; Less: That portion of the Northwest Quarter and the West 25 rods of the North 66 rods of the Northeast Quarter and the West 66 rods of the North 25 rods of the Southwest Quarter of Section 15, Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the West Quarter corner of said Section 15; thence North 75°47'58" East 1550.00 feet to a point monumented with a bronze marker inscribed 15A742; thence North 25°36'24" East 2530.00 feet to the North Quarter corner of said Section 15; thence North 89°14'00" East 412.50 feet along the North boundary line of said Section 15; thence South 0°35'53" East 1089.00 feet; thence South 89°14'04" West 412.50 feet to a point on the North-South Center Quarter line; thence South 0°35'53" East 1538.52 feet along the North-South Center Quarter line to the Center Quarter corner of said Section 15; thence South 89°14'58" West 1534.74 feet along the East-West Center Quarter line; thence South 0°35'41" East 412.50 feet; thence South 89°14'58" West 1089.00 feet to a point on the West boundary of said Section 15; thence North 0°35'41" West 412.50 feet to the West Quarter corner of said Section 15 and the point of beginning.

Parcel 6: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 16: Southwest Quarter; West Half Southeast Quarter; Northeast Quarter Southeast Quarter; Northeast Quarter; South Half Northwest Quarter; Less: That portion of the South Half Southwest Quarter and the West Half Southeast Quarter of Section 16, Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the Southwest corner of said Section 16, thence North 69°50'45" East 2582.01 feet to a point monumented with a bronze marker inscribed 16A742; thence North 58°16'46" East 1762.73 feet to a point on the East 16th line; thence South 0°36'01" East 1818.77 feet along the East 16th line to the East 16th corner on the South boundary line of said Section 16; thence North 89°59'02" West 3942.39 feet along the South boundary of said Section 16 to the Southwest corner and the point of beginning. Also Less: That portion of the North Half Northeast Quarter Southeast Quarter of said Section 16, Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the East Quarter corner of said Section 16, thence South 0°35'41" East 656.69 feet along the East boundary line of said Section 16 to the North-South 64th corner; thence North 89°58'24" West 1068.37 feet along the North-South 64th line; thence North 58°16'46" East 1247.97 feet to the East Quarter corner of said Section 16 and the point of beginning. Also Less: That portion of the South Half Northeast Quarter Southeast Quarter of Section 16, Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the South sixteen corner on the East boundary line of said Section 16; thence North 89°58'16" West 1314.26 feet along the South sixteen line to the Southeast sixteen corner of said Section 16; thence North 0°36'01" West 505.48 feet along the East 16th line of said Section 16; thence North 58°16'46" East 287.29 feet to a point on the North-South 64th line of said Section 16; thence South 89°58'24" East 1066.37 feet along the North-South 64th line to the North-South 64th corner on the East boundary line of said Section 16; thence South 0°35'41" East 656.70 feet along the East boundary line to the South 16th corner of said Section 16 and the point of beginning.

M & B ENTERPRISES LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP PROPERTY:

Parcel 1: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 3: Southeast Quarter Southeast Quarter

Parcel 2: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 10: West Half Northeast Quarter; Southeast Quarter, Except: That portion of the South Half of the Southeast Quarter South Half Southeast Quarter and the North Half of the South Half of Section 10, Township 7 North, Range 42 East, Boise Meridian, described by metes and bounds as follows: Commencing at the South Quarter corner of said Section 10; thence North 0°21'25" West, 1313.70 feet along the North-South Center Quarter line to the center South 1/16 corner; thence South 89°13'33" West, 35.00 feet along the South 1/16th line; thence North 0°21'25" West, 179.51 feet to a point monumented with a bronze marker inscribed 10C742; thence North 89°13'33" East, 70.00 feet to a point monumented with a bronze marker inscribed 10D742; thence South 0°21'25" East, 890.12 feet to a point monumented with a bronze marker inscribed 10E742; thence South 71°43'25" East, 1848.34 feet to a point on the South boundary line of said Section 10; thence South 89°14'00" West, 1786.51 feet along the South boundary line of said Section 10 to the point of beginning. (Said Exception also known as Tract 2 of Parcel U.S.A. TD-17)

Parcel 3: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 10: East Half Northeast Quarter

Parcel 4: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 10: East Half Northwest Quarter; North Half Southwest Quarter

Parcel 5: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 11: West Half Northwest Quarter

Parcel 6: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 11: West Half Southwest Quarter; Southeast Quarter Southwest Quarter; South Half Southeast Quarter; Except: Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter; thence South along the East boundary line of said section, a distance of 600 feet to a point, which point is the intersection of the said section line and the Hog Hollow Road; thence in a Northwesterly direction along said road to its intersection with the North boundary line of the Southeast Quarter of the Southeast Quarter of said section, which point is approximately 1032 feet West of the Northwest corner of said Southeast Quarter of the Southeast Quarter; thence East along the North boundary line of said Southeast Quarter of the Southeast Quarter to the place of beginning.

Parcel 7: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 12: The South 60 rods of the Southeast Quarter

Parcel 8: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 12: Beginning at the Southwest corner of Section; thence North 700 feet to the Hog Hollow Road as now constituted; thence in a Southeasterly direction along the road to the point where the road intersects the South line of section; thence West 1480 feet to the point of beginning. Also starting at the Southeast corner of the Southwest Quarter of Section; thence North 360 feet to the Hog Hollow Road as now constituted; thence in a Southwesterly direction along the road to the point where the road intersects the South line of section; thence East 860 feet to the point of beginning.

Parcel 9: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 13: North Half

Parcel 10: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 13: East Half Southeast Quarter; Southwest Quarter; West Half Southeast Quarter

Parcel 11: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 14: Northeast Quarter Southwest Quarter; Southeast Quarter; Northeast Quarter; Northwest Quarter; Southeast Quarter Southwest Quarter; West Half Southwest Quarter, Except: That portion of the South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 14, Township 7 North, Range 42 East, Boise Meridian, described by metes and bounds as follows: Commencing at the Southwest corner of said Section 14; thence North 0°36'05" West, 1626.08 feet along the West boundary line of said Section 14, thence South 65°07'20" East, 1317.98 feet to a point monumented with a bronze marker inscribed 14A742; thence South 51°00'36" East, 830.59 feet to a point monumented with a bronze marker inscribed 14B742; thence South 33°09'43" East, 635.88 feet to a point on the South boundary line of said Section 14; thence South 89°33'41" West, 2172.09 feet along the South boundary line of said Section 14 to the Southwest corner, the point of beginning.

Parcel 12: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 15: North Half Northeast Quarter, Except: Beginning at the Northwest corner of the Northwest Quarter Northeast Quarter; thence South 66 rods; thence East 25 rods; thence North 66 rods; thence West 25 rods to the place of beginning, Also Except: Commencing at the Northeast corner of said Section 15; thence South 89°14'00" West, 837.09 feet along the North boundary line of said Section 15 to the true point of beginning; thence South 5°12'38" East, 1275.81 feet to a point monumented with a bronze marker inscribed 15B742; thence South 88°54'06" West, 809.67 feet to a point monumented with a bronze marker inscribed 15C742; thence South 31°04'03" West, 43.83 feet to a point on the North 1/16th line of said Section 15; thence South 89°14'29" West, 1056.45 feet along the North 1/16th line to the Center-North 16th corner of said Section 15; thence North 0°35'53" West, 224.76 feet along the North-South Center quarter line of said Section 15; thence North 89°14'04" East, 412.50 feet; thence North 0°35'53" West, 1089.00 feet to a point on the North boundary line of said Section 15; thence North 89°14'00" East, 1374.01 feet along the North boundary line of said Section 15 to the point of beginning.

Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 15: South Half Northeast Quarter; North Half South Half; Except: Beginning at a point 160 rods South of the Northwest corner; thence South 25 rods; thence East 66 rods; thence North 25 rods; thence West 66 rods to the point of beginning. Also Except: Commencing at the South 1/16 corner on the West boundary line of said Section 15; thence North 0°35'41" West, 900.89 feet along the West boundary line of said Section 15; thence North 89°14'58" East, 1089.00 feet; thence North 0°35'41" West, 412.50 feet to a point on the East-West center quarter line of said Section 15; thence North 89°14'58" East, 1534.74 feet along the East-West center quarter line to the center quarter corner of said Section 15; thence North 0°35'53" West, 1313.76 feet along the North-South center quarter line to the Center-North 16th corner; thence North 89°14'29" East, 1056.45 feet; thence South 31°04'03" West, 2051.99 feet to a point monumented with a bronze marker inscribed 15D742; thence South 57°26'36" East, 699.93 feet to a point monumented with a bronze marker inscribed 15E742; thence North 81°38'23" East, 1319.75 feet to a point monumented with a bronze marker inscribed 15F742; thence South 64°56'08" East, 833.09 feet to a point on the East boundary of Section 15; thence South 0°36'05" East, 311.97 feet along the East boundary line of said Section 15 to the South 16th corner; thence South 89°15'26" West, 5247.64 feet along the South 16th line to the South 16th corner on the West boundary line of said Section 15, the point of beginning.

Parcel 13: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 23: Northeast Quarter Northeast Quarter

Parcel 14: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 23: Southeast Quarter Northeast Quarter; Except: Commencing at the East Quarter corner of said Section 23; thence South 89°34'30" West, 1316.13 feet along the East-West center quarter line of said Section 23 to the Center-East 16th corner; thence North 0°27'02" West, 996.94 feet along the East 16th line of said Section 23; thence South 52°56'47" East, 828.06 feet to a point monumented with a bronze marker inscribed 23D742; thence South 15°03'39" West, 250.08 feet to a point monumented with a bronze marker inscribed 23E742; thence South 83°57'50" East, 729.81 feet to a point on the East boundary line North 0°30'26" West, 169.34 feet from the East Quarter corner of said Section 23; thence South 0°30'26" East, 169.34 feet to the East Quarter corner of said Section 23, the point of beginning.

Parcel 15: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 23: Northwest Quarter Northeast Quarter; Northeast Quarter Northwest Quarter; Except: Commencing at the West 1/16 corner on the North boundary line of said Section 23; thence North 89°33'41" East, 858.58 feet along the North boundary line of said Section 23; thence South 25°00'12" East, 520.07 feet to a point monumented with a bronze marker inscribed 23A742; thence South 88°24'09" East, 1364.61 feet to a point monumented with a bronze marker inscribed 23B742; thence South 01°38'08" West, 793.52 feet to a point on the North 16th line, North 89°34'06" East, 2412.16 feet from the Northwest 16th corner of said Section 23; thence South 89°34'06" West, 2412.16 feet; along the North 16th line to the Northwest 16th corner of said Section 23; thence North 0°20'11" West, 1314.22 feet along the West 16th line to the West 16th corner on the boundary line of said Section 23, the point of beginning.

Parcel 16: Township 7 North, Range 42 East, Boise Meridian, Fremont County, Idaho.
Section 24: South Half Northeast Quarter; North Half South Half; Northwest Quarter; North Half Northeast Quarter; Except: Commencing at the West Quarter corner of said Section 24; thence North 0°30'26" West, 169.34 feet along the west boundary of said Section 24; thence South 85°06'54" East, 900.41 feet to a point monumented with a bronze marker inscribed 24A742; thence South 59°08'46" East, 168.61 feet to a point on the East-West Center quarter line of said Section 24; monumented with a bronze marker inscribed 24B742; thence South 89°39'46" West, 1040.40 feet along the East-West Center quarter line to the West Quarter corner of said Section 24, the point of beginning. Also Except: Commencing at the West Quarter corner of said Section 24; thence North 89°39'46" East, 1773.99 feet along the East-West quarter line of said Section 24 to a point monumented with a bronze marker inscribed 24C742, the true point of beginning; thence North 52°06'59" East, 309.95 feet to a point monumented with a bronze marker inscribed 24D742; thence South 89°30'44" East, 459.94 feet to a point monumented with a bronze marker inscribed 24E742; thence South 71°16'33" East, 152.03 feet to a point on the North-South Center quarter line of said Section 24; thence South 0°29'28" East, 132.68 feet along the North-South Center quarter line to the Center Quarter corner of said Section 24; thence South 89°39'46" West, 849.69 feet to the point of beginning. Also Except: Commencing at the West Quarter corner of said Section 24; thence North 89°39'46" East, 2623.68 feet along the East-West Center quarter line to the Center Quarter corner of said Section 24; thence North 0°29'28" West, 132.68 feet along the North-South Center quarter line of said Section 24; thence South 71°16'33" East, 237.94 feet to a point monumented with a bronze marker inscribed 24F742; thence South 21°07'07" East, 450.03 feet to a point monumented with a bronze marker inscribed 24G742; thence South 73°16'31" East, 289.97 feet to a point monumented with a bronze marker inscribed 24H742; thence North 63°38'35" East, 469.92 feet to a point monumented with a bronze marker inscribed 24I742; thence South 76°45'50" East, 804.92 feet to a point monumented with a bronze marker inscribed 24K742; thence South 34°18'10" East, 615.01 feet to a point monumented with a bronze marker inscribed 24L742; thence South 77°30'39" East, 427.08 feet to a point on the East boundary line of said Section 24; thence South 0°28'29" East, 285.38 feet along the East boundary line of said Section 24 to the South 1/16 corner; thence South 89°45'49" West, 5246.66 feet along the South 16th line to the South 1/16 corner on the West boundary line of said Section 24; thence North 0°30'26" West, 1314.67 feet along the West boundary line of said Section 24 to the West Quarter corner, the point of beginning.

Parcel 17: Township 7 North, Range 43 East, Boise Meridian, Fremont County, Idaho.
Section 19: Government Lot 3; North Half; North Half Southeast Quarter and Southwest Quarter Southeast Quarter North of the Teton River. Except: That portion of the West Half Southeast Quarter of Section 19, Township 7 North, Range 43 East, Boise Meridian, Fremont County, Idaho, described by metes and bounds as follows: Commencing at the South Quarter corner of said Section 19; thence North 0°35'23" West, 2322.38 feet along the North-South Center quarter line; thence South 61°14'18" East, 841.30 feet to a point monumented with a bronze marker inscribed 19D743; thence South 09°57'23" East, 872.71 feet to a point monumented with a bronze marker inscribed 19E743; thence South 65°19'12" East, 267.70 feet to a point monumented with a bronze marker inscribed 19F743; thence North 35°44'24" East, 348.62 feet to a point on the East sixteenth line, monumented with a bronze marker inscribed 19G743, said point being South 0°36'15" East, 115.33 feet from the Southeast 1/16 corner of said Section 19; thence South 0°36'15" East, 1205.59 feet along the East 16th line to the East 1/16 corner of the South boundary line of said Section 19; thence South 88°58'52" West, 1324.30 feet along the South boundary line to the South Quarter corner of said Section 19, the point of beginning. Also Except: Commencing at the South 1/16 corner on the East boundary line of said Section 19; thence South 89°01'26" West, 85.27 feet from the Southeast 1/16 corner of said Section 19; thence North 35°44'24" East, 108.03 feet to a point monumented with a bronze marker inscribed 19J743; thence North 55°22'31" East, 1416.95 feet to a point on the East boundary line North 0°37'07" West, 871.73 feet from the South 1/16 corner of said Section 19; thence South 0°37'07" East, 871.73 feet along the East boundary line to the South 1/16 corner on the East boundary line of said Section 19, the point of beginning. Also Except: Commencing at the South 1/16 corner on the West boundary line of said Section 19; thence North 0°28'29" West, 285.38 feet along the West boundary line of said Section 19 to a point South 0°28'29" East, 1038.52 feet from the West Quarter corner; thence South 86°46'16" East, 458.04 feet to a point monumented with a bronze marker inscribed 19A743; thence North

35°22'57" East, 2006.09 feet to a point monumented with a bronze marker inscribed 19B743; thence South 45°30'58" East, 885.25 feet to a point monumented with a bronze marker inscribed 19C743; thence South 61°14'18" East, 475.60 feet to a point on the North-South Center quarter line of said Section 19, North 0°35'23" West, 1000.48 feet from the C-S 1/16 corner; thence South 0°35'23" East, 1000.48 feet along the North-South Center quarter line to the C-S 1/16 corner of said Section 19; thence South 89°01'26" West, 2675.72 feet along the South 16th line to the South 1/16 corner on the West boundary line of said Section 19 to the point of beginning.

Together with: A Contract and Grant of Easement between The United States of America and M & B Enterprises Limited Partnership, An Idaho Limited Partnership, dated June 5, 2002, to operate and maintain a 20 foot wide access road, a 20 inch and a 14 inch irrigation pipeline, and a pumping station, including all additions, modifications, or extensions thereto.

**TOGETHER WITH BORROWERS 1/2 INTEREST IN THE FOLLOWING REAL PROPERTY
(PARCELS 19 AND 20)**

Parcel 19: Commencing at the point where the centerline of the Good Luck Canal intersects the East line of the West Half Northeast Quarter and Northwest Quarter Southeast Quarter of Section 29, Township 7 North, Range 41 East, Boise Meridian, Fremont County, Idaho, and running thence North 430 feet; thence West 100 feet; thence South 430 feet; thence East 100 feet to the point of beginning.
Except: Good Luck Canal.

Also: Commencing at the point where the centerline of the Good Luck Canal intersects the East line of the West Half Northeast Quarter and the Northwest Quarter Southeast Quarter of Section 29, Township 7 North, Range 41 East, Boise Meridian, Fremont County, Idaho, and running thence South to the centerline of the Teton River; thence West along the centerline of the Teton River 15 feet; thence North to a point 15 feet West of the point of beginning; thence East 15 feet to the point of beginning.
Except: Good Luck Canal.

Parcel 20: An easement for a road right-of-way across the following described property in Fremont County, Idaho: Commencing at a point 430 feet North of the point where the centerline of the Good Luck Canal intersects the East line of the West Half Northeast Quarter and Northwest Quarter Southeast Quarter of Section 29, Township 7 North, Range 41 East, Boise Meridian, and running thence North to the North line of the West Half Northeast Quarter of Section 29, Township 7 North, Range 41 East, Boise Meridian; thence running West 15 feet; thence South to a point 15 feet West of the point of beginning; thence East 15 feet to the point of beginning.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

All irrigation equipment and mainline not limited to the following:

- 1 - 700 hp U.S. Motor with Flowmax Pump (#7)
- 1 - 800 hp U.S. Motor with Aurora Pump (#1)
- 1 - 700 hp U.S. Motor with Johnston Pump (#2)
- 1 - 700 hp U.S. Motor with Gould Pump (#3)
- 1 - 600 hp U.S. Motor with Johnston Pump (#4)
- 1 - 600 hp G.E. Motor with Fairbanks Pump (#5)
- 1 - 700 hp U.S. Motor with a Flowmax Pump (#6)

- 1 - 600 hp VFD (connects to #5)

- 1 - 600 hp G.E. Motor with Pump and VFD
- 1 - 300 hp U.S. Motor with Vertical Turbine Pump and VFD

- 1 - 40 hp Motor with Centrifugal Pump and VFD
- 1 - 150 hp Motor with Centrifugal Pump and VFD
- 1 - 100 hp Motor with Centrifugal Pump
- 1 - 60 hp Motor with Centrifugal Pump
- 1 - 60 hp Motor with Centrifugal Pump
- 1 - 100 hp Motor with Centrifugal Pump and VFD
- 1 - 50 hp Motor with Centrifugal Pump

- 1 - 2002 Valley 11 Tower Pivot with Precision Corner Arm
- 1 - 2002 Valley 11 Tower Pivot with Precision Corner Arm
- 1 - 2002 Valley 9 Tower Pivot with Precision Corner Arm
- 1 - Pivot (2005 Valley Conversion) with Corner Arm
- 1 - 1998 8 Tower Valley Pivot with Precision Corner Arm
- 1 - 1989 Lockwood 13 Tower Pivot
- 1 - 2000 Valley Pivot
- 1 - 1989 Lockwood 7 Tower Pivot
- 1 - 7 Tower Pivot (Valley Conversion)
- 1 - 4 Tower Pivot (Valley Conversion)
- 1 - 13 Tower Pivot (Valley Conversion)
- 1 - 9 Tower Pivot (2011 Valley Conversion)
- 1 - 1989 7 Tower Lockwood Pivot
- 1 - Pivot (#14)
- 1 - 10 Tower Pivot (Valley Conversion)
- 1 - 10 Tower Pivot (Valley Conversion)
- 1 - 8 Tower Pivot (Valley Conversion)
- 1 - 1997 8 Tower Lockwood Pivot
- 1 - 1992 10 Tower Reinke Pivot
- 1 - 13 Tower Pivot (Valley Conversion)
- 1 - 2002 8 Tower Valley Pivot
- 1 - 6 Tower Pivot (Valley Conversion)

- All Handlines

- 15,640' 6" Mainline
- 8,640' 8" Mainline
- 9,160' 10" Mainline
- 8,880' 12" Mainline
- 16,454' 14" Mainline
- 2,900' 15" Mainline
- 22,900' 16" Mainline
- 2,490' 18" Mainline
- 3,700' 20" Mainline

TOGETHER WITH BORROWERS 1/2 INTEREST IN THE FOLLOWING IRRIGATION EQUIPMENT:

- 1 - US Electric 250hp Motor Serial #IDHC-9544-366
- 1 - Johnston Pump
- 1 - US Electric 400hp Motor
- 1 - Johnston Pump
- 1 - Westinghouse 500hp Motor
- 1 - Pump (unknown make)

1 mile of 10" Mainline
1/2 mile each of 12" and 15" Mainline
400' of 6" Mainline

All additional Mainline

ALSO:

All potato storage fixtures and equipment now owned or hereafter acquired, including but not limited to the following: electrical control and auxiliary panels, motors, fans, humidification systems, exhaust louvers and hoods, ventilation systems, vent pipe and all ancillary items.

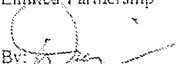
AND ALSO:

All shop fixtures and equipment now owned or hereafter acquired.

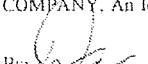
TOGETHER WITH: Idaho Department of Water Resources License Number 22-7270.
TOGETHER WITH: Idaho Department of Water Resources License Number 22-7265.
TOGETHER WITH: Idaho Department of Water Resources License Number 22-7265A, Priority Date November 16, 1977, for 3.41 CFS.
TOGETHER WITH: Idaho Department of Water Resources License Number 22-7265B, Priority Date November 16, 1977, for 1.09 CFS.
TOGETHER WITH: Idaho Department of Water Resources License Number 22-7314.
TOGETHER WITH: Idaho Department of Water Resources Beneficial Use Claim Number 22-12366.
TOGETHER WITH: Idaho Department of Water Resources Water Application Number 22-7762.
TOGETHER WITH: 557.5 acre feet of water in the Fremont-Madison Irrigation District.

TOGETHER WITH: Idaho Department of Water Resources Permit Number 22-7721.

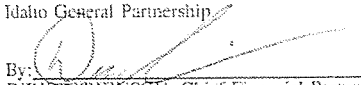
M & B ENTERPRISES LIMITED PARTNERSHIP, An Idaho
Limited Partnership

By: 
DIRK PARKINSON, General Partner

ROCKY GULCH FARMS, LIMITED LIABILITY
COMPANY, An Idaho Limited Liability Company

By: 
DIRK PARKINSON, Managing Member

ROCKY GULCH FARMS GENERAL PARTNERSHIP, An
Idaho General Partnership

By: 
DIRK PARKINSON, Chief Financial Partner